

ROWAN COUNTY COMMISSION AGENDA

June 20, 2022 - 6:00 PM

J. Newton Cohen, Sr. Room

J. Newton Cohen, Sr. Rowan County Administration Building 130 West Innes Street, Salisbury, NC 28144

Join from a PC, Mac, iPad, iPhone or Android device: https://bit.ly/rowanboc6pm Password: 028144

Or join by phone: Dial: (602) 753-0140 (720) 928-9299 (213) 338-8477

Webinar ID: 976 9368 1450

Password: 028144

Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

Board members are asked to voluntarily inform the Board if any matter on the agenda might present a conflict of interest or might require the member to be excused from voting.

- Consider Approval of the Minutes: June 6, 2022
- 1 Consider Approval of Consent Agenda
 - A. Bright Ideas Grant
 - B. Ambulance Franchise Agreement
 - C. Tax Refunds for Approval

- MOU between Rowan County Sheriff Office and Rowan-Cabarrus Community College
- E. Contract Boys & Girls Homes of NC, Inc. for DSS
- F. Contract Echelon Consulting for DSS
- G. Contract Habilitation Center, LLC dba Millcreek of Arkansas for DSS
- H. Contract Miracle Houses, Inc. for DSS
- Resolution to Support Establishment of a Rowan County Veterans
 Treatment Court
- J. Contract Nazareth Child and Family Connection for DSS
- K. Contract Thompson Child and Family Focus for DSS
- L. Golder Associates NC, Inc Environmental Consulting Agreement
- M. Adoption of ZTA 01-22
- N. Schedule Public Hearing for July 18, 2022: Road Name Change
- O. Contract with Crossnore School & Children's Home for DSS
- P. Contract with American Children's Home for DSS
- Q. Contract with Pay Tel Communications for Inmate Communications System
- R. Contracts for Liability and Property Pool and Workers' Compensation Pool
- S. Fireworks Display; Bible Missionary Church
- T. HCCBG Funding Plan for FY 2022-23
- U. RCCC Power Panel Install Request
- V. Baptist Children's Home of NC
- W. Contract The Relatives, Inc. for DSS
- X. Contract The Masonic Home for Children at Oxford Inc. for DSS
- Y. Contract Bayada Home Health Care, Inc for DSS
- Z. Contract Northwoods Consulting Partners, Inc. for DSS
- AA. Contract Monarch for DSS
- AB. Contract Youth Haven Services, LLC for DSS
- AC. Contract Timber Ridge Treatment Center for DSS
- AD. Contract Carolina Family Connections for DSS
- AE. Library ERate Vendor Award for Cat2 Wireless Equipment
- AF. Rowan Transit FY24 Transportation Grant Documents
- 2 Special Recognition
 - A. South Rowan Varsity Baseball 2022 State Champions
- 3 Public Comment Period
- 4 Public Hearing for Z 04-22: Red Rock Development LLC
- 5 Public Hearing: Harold Street Road Closure
- 6 Public Hearing for HLC 01-22
- 7 Public Hearing for FY 2022-23 Proposed Budget

- 8 Consider PE 01-22; Dragon Boat Festival
- 9 Consider SNIA 02-21 Amendment: Performance Park Holdings
- 10 Consider SNIA 03-22: Teramore Development
- 11 Review/Discussion of FY 2022-23 Proposed Budget
- 12 Financial Reports
- 13 Budget Amendments
- 14 Adjournment

Individuals with disabilities who need modifications to access the services or public meetings of Rowan County Government may contact the Clerk to the Board of Commissioners three days prior to the meeting by calling (704) 216-8181 or by utilizing the North Carolina relay number at 1-800-735-2962 (English) or 1-888-825-6570 (Spanish). For additional communication options, please consult: https://relaync.com.

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:

DATE:

SUBJECT: Provided By: Chaplain Michael Taylor

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board

DATE: June 13, 2022

SUBJECT: Consider Approval of the Minutes: June 6, 2022

ATTACHMENTS:

Description Upload Date Type

June 6, 2022 Minutes 6/15/2022 Cover Memo

Greg Edds, Chairman Jim Greene, Vice- Chairman Mike Caskey Judy Klusman Craig Pierce



Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144 Telephone 704-216-8181 • Fax 704-216-8195

MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS June 6, 2022 – 3:00 PM J. NEWTON COHEN, SR. ROOM J. NEWTON COUNTY ADMINISTRATION BUILDING

Present: Jim Greene, Vice-Chairman Mike Caskey, Member Craig Pierce, Member Judy Klusman, Member

Absent: Greg Edds, Chairman

County Manager Aaron Church, Clerk to the Board Carolyn Barger, County Attorney Jay Dees, and Finance Director James Howden were also present.

Vice-Chairman Greene convened the meeting at 3:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Vice-Chairman Greene led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

Commissioner Pierce requested to add the following two (2) items to the Consent Agenda:

- First Amendment to Town of Spencer Interlocal Undertaking Agreement
- Resolution in Support of Emergency Management Administration to Offer Fair and Full Consideration of the City of Salisbury's Application for a New Drinking Water Pump Station

Commissioner Klusman moved to accept the requested additions followed by a second from Commissioner Pierce. The motion passed unanimously (4-0).

The items were added to the Consent Agenda respectively as Item P and Item Q.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve the agenda as amended passed unanimously (4-0).

CONSIDER APPROVAL OF THE MINUTES

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve the minutes of the May 16, 2022 Commission Meeting passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA

Commissioner Pierce moved approval of the amended Consent Agenda. The motion was seconded by Commissioner Klusman and passed unanimously.

The Consent Agenda consisted of the following:

- A. Cannon Foundation Grant Application
- B. Addendum C to Systel Business Equipment Co., Inc.
- C. Tyler Technologies Contract for Online Payments
- D. Mid-Carolina Aviation First Lease Amendment LFBO
- E. Schedule Public Hearing for HLC 01-22
- F. Request to Waive Cost for Re-Advertisement of Public Hearing for Red Rock Rezoning
- G. Schedule Public Hearing for Z 04-22: Red Rock Developments LLC. for June 20 2022
- H. Request for Incentive Agreement Amendment Teijin
- I. Fireworks Display; Nazareth Children's Home
- J. Chemical Booster Station Change Order
- K. On-Airport Obstruction Removal
- L. FAA Airport Improvement Program (AIP) Sponsor Certifications
- M. Juvenile Crime Prevention Council FY 22-23 Certification
- N. Juvenile Crime Prevention Council FY 22-23 Funding
- O. Contract with Republic Services of NC
- P. First Amendment to Town of Spencer Interlocal Undertaking Agreement (addition to the Consent Agenda see below)
- To: Rowan County Board of Commissioners Aaron, Church, County Manager
- From: Anna Bumgarner, Director of Purchasing/Contract Administration

Kevin Auten, Rowan County Sheriff

Re: First Amendment to Town of Spencer Interlocal Undertaking Agreement

Date: June 6, 2022

On November 1, 2021, Rowan County Board of Commissioners approved an Interlocal Undertaking Agreement with the Town of Spencer for the Sheriff's Office to provide temporary law enforcement due to a shortage of officers in the Town. The Town of Spencer is now requesting to extend the initial term of this agreement for an additional 6 months.

Attached is the First Amendment and Resolution from Town of Spencer.

Recommendation: It is recommended that the Board of Commissioners authorize the County Manager to sign a First Amendment to the Interlocal Undertaking Agreement with Town of Spencer to extend the initial term by six (6) months for temporary law enforcement

FIRST AMENDMENT TO INTERLOCAL UNDERTAKING AGREEMENT

This is the First Amendment to Interlocal Undertaking Agreement between the TOWN OF SPENCER, a North Carolina municipal corporation (hereinafter "Town"), and the COUNTY OF ROWAN, a political subdivision of the State of North Carolina (hereinafter "County") and the SHERIFF OF ROWAN COUNTY, a constitutional office of the State of North Carolina (hereinafter "Sheriff"), collectively referred to as "Parties". This Agreement is made pursuant to North Carolina General Statutes Sections 160A-288 and 160A-460 through 160A-466. The Date of this First Amendment to Interlocal Undertaking Agreement is (hereinafter "Agreement").

Authority

The Parties previously entered into an Interlocal Undertaking Agreement dated December 7, 2021 (the "Agreement") with an Initial Term of six (6) months for the purpose of establishing an undertaking in which the County will provide temporary law enforcement assistance to the Town pursuant to specific terms outlined herein. And the parties now desire to Amend the Initial Term to add an additional six (6) months Extended Term.

Effective Date of Agreement

This Agreement shall become effective and enforceable by the Parties upon the full execution of this Agreement and the full ratification of resolutions by the governing bodies of both the Town and the County as outlined below. This date shall be the "Effective Date" for purposes of this Amendment.

Amended Terms

Duration of Agreement and Amendment/Termination Thereof

Pursuant to the Agreement, the contents and terms can be "amended, and/or the duration of this Agreement can be extended, at any time prior to its expiration six (6) months from the Effective Date upon the execution of a written amendment executed by the undersigned (or other duly-authorized representatives) on behalf of their respective governing bodies following ratification by resolution of the governing board of the Town and the County".

The parties hereby amend the Section "Duration of Agreement and Amendment/Termination Thereof" by extending the Initial Term for an additional six (6) months.

IN WITNESS WHEREOF, the Town, County, and Sheriff have authorized this Agreement to be executed and attested by their undersigned officers and to be ratified by resolution of the governing boards of the Town and County.

TOWN OF SPENCER, NORTH CAROLINA

RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO THE INTERLOCAL UNDERTAKING AGREEMENT REGARDING MUTUAL ASSISTANCE OF LAW ENFORCEMENT SERVICES

WHEREAS, pursuant to North Carolina General Statutes Section 160A-288, the head of any law enforcement agency may temporarily provide assistance to another agency in enforcing the laws of North Carolina if so requested in writing by the head of the requesting agency; and

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, units of local government, including, but not limited to, cities and counties, are authorized to enter into interlocal undertaking agreements with other units of local government for the joint exercise or the contractual exercise by one unit for another unit, of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina; and

WHEREAS, North Carolina General Statute Section 160A-460 defines "undertakings" and "unit of local government" as used in the Interlocal Agreement; and

WHEREAS, North Carolina General Statute Section 160A-461 provides specific authorization for the Interlocal Agreement; and

WHEREAS, the Interlocal Agreement is intended to comply with the requirements set forth in North Carolina General Statute Section 160A-464; and

WHEREAS, in response to a shortage in law enforcement officers, The Parties previously entered into an Interlocal Undertaking Agreement dated December 7, 2021 with an Initial Term of six months for the purpose of establishing an undertaking in which the County will provide temporary law enforcement assistance to the Town pursuant to specific terms. Although staffing has improved, the Town of Spencer wishes to extend the Agreement to continue the Interlocal Undertaking on a limited, as-needed basis, and the parties now desire to Amend the Initial Term to add an additional six months Extended Term.

NOW, THEREFORE, BE IT RESOLVED that the Spencer Board of Aldermen authorizes the Town Manager to execute an Interlocal Undertaking Agreement with Rowan County and the Sherriff of Rowan County to provide law enforcement services to the Town of Spencer.

Q. Resolution in Support of Emergency Management Administration to Offer Fair and Full Consideration of the City of Salisbury's Application for a New Drinking Water Pump Station (addition to the Consent Agenda – see below)

IN SUPPORT OF EMERGENCY MANAGEMENT ADMINISTRATION TO OFFER FAIR AND FULL CONSIDERATION OF THE CITY OF SALISBURY'S APPLICATION

FOR A NEW DRINKING WATER PUMP STATION.

WHEREAS, the City of Salisbury (the City) applied to Federal Emergency Management Agency (FEMA) for a \$30 million dollar grant to fund the construction of a new drinking water pump station; and

WHEREAS, in the event the City is awarded said grant, Cube Yadkin Generation LLC has agreed to partner with City of Salisbury/Salisbury-Rowan Utilities (SRU) to provide a contribution of up to \$9 million for the non-federal share of the project as part of a public-private partnership; and

WHEREAS, this grant would allow the relocation of a pump station which supplies potable water to 100% of the 48,900 population of the water utility's service area and which includes the following:

- Hospitals (including the W.G. (Bill) Hefner VA Medical Center)
- Local Power Company
- Critical community services that rely on water (including Rowan Helping Ministries)
- Significantly disadvantaged communities particularly affected; and

WHEREAS, the project also supports Community Lifelines of Water, Power & Community Safety and would ensure a reliable water system for the community during flood events.

NOW THEREFORE IT BE RESOLVED, the Rowan County Commission asks that FEMA fully and fairly consider the City of Salisbury's application for the new drinking water pump station.

2. SPECIAL RECOGNITION - 4H PRESENTATION BY CHRISTIAN STEBE

Vice-Chairman Greene welcomed Christian Stebe, who had been selected to represent Rowan County at the Youth Voice Summit during the North Carolina Association of County Commissioners (NCACC) Annual Conference in August.

Mr. Stebe provided a brief presentation regarding his 4H experiences.

Vice-Chairman Greene thanked Mr. Stebe for the presentation. The Board then joined Mr. Stebe for a photograph in front of the dais.

3. PUBLIC COMMENT PERIOD

Vice-Chairman Greene opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. With no one coming forward, Vice-Chairman Greene closed the Public Comment Period.

4. PUBLIC HEARING FOR REQUEST FOR REVISED INCENTIVE TERMS FOR RED ROCK DEVELOPMENTS

Scott Shelton, Vice President of the Rowan Economic Development Commission, reported that Red Rock Developments (Red Rock) planned to construct up to six (6) shell buildings totaling 2.6 million square feet on Long Ferry Road. The buildings would be sold or leased to companies seeking to locate or expand their businesses in Rowan County. The buildings would be constructed over three (3) phases and the total capital investment for the project was estimated at approximately \$198 million.

On April 4, 2022, the Board of Commissioners approved an incentive request from Red Rock for the County to reimburse the company up to \$4.2 million for water, sewer and road improvements to serve the new development. The incentive was approved with the stipulation that the reimbursement would be paid upon the lease or sale of substantially all the facilities and property in Phase I of the project to a third-party job creator.

Due to rising costs in construction materials, Red Rock requested the reimbursement terms of the incentive offer be amended. Red Rock now asks that reimbursement be paid upon issuance of a Certificate of Completion for the two speculative buildings contained in Phase I of the project. The company anticipates the buildings in Phase I will be completed in the second quarter of 2024.

Commissioner Caskey referred to the site plan and asked if Red Rock would be purchasing the home located between buildings D and E. Commissioner Caskey said the people living there were concerned about the size of the industrial park. Mr. Shelton responded he was uncertain about plans for the purchase of the home.

Vice-Chairman Greene opened the public hearing to receive citizen input regarding the revised incentives.

• Todd Ward, Senior Vice President of Planning for Red Rock came forward. Mr. Ward referred to Commissioner Caskey's inquiry about plans for the home between buildings D and E. Mr. Ward said Red Rock was talking to the property owner; however, Red Rock would not commit to anything until Red Rock closed on the property. Depending on the outcome of negotiations, Mr. Ward stated if Red Rock had enough setback distance, the company would do the best it could with buffers and screening.

Mr. Ward thanked the Board for considering the amended incentives. Mr. Ward said in the current market, Red Rock fully expected to have a tenant in place prior to the end of the shell construction.

Mr. Ward continued by talking about the investment opportunity and public infrastructure that would serve more than just Red Rock down Long Ferry Road.

Mr. Ward clarified for Vice-Chairman Greene the County was basically being asked to take the \$4.2 million and move it from the point in time where Red Rock would sell the building to the point in time where Red Rock would have a Certificate of Completion for the shell buildings. Mr. Ward pointed out that the work was performance-based and had to be completed to DOT standards and to the standards of Salisbury-Rowan Utilities (SRU).

With no one else wishing to address the Board, Vice-Chairman Greene closed the public hearing.

Commissioner Pierce moved to approve the revised incentive terms for Red Rock Developments as requested. The motion was seconded by Commissioner Klusman and passed unanimously.

5. PUBLIC HEARING: ZTA 01-22

Assistant Planning Director Shane Stewart presented the staff report for ZTA 01-22. Mr. Stewart said ZTA 01-22 was a text amendment application submitted by Attorney Toby R. Coleman on behalf of Duke Energy Carolinas, LLC. The proposed amendment would establish use of a "utility wireless support structure" for sole use by an electric utility on utility owned land for purposes of monitoring their site (i.e. substation) and communicating with other similar sites and facilities.

As he highlighted the background information, Mr. Stewart said although utility structures and facilities tend to be exempt from most zoning requirements, the use in question was similar in appearance and function to a cell tower, also known as wireless support structure.

In this case, Duke Energy proposed to site a one hundred twenty-foot (120') monopole tower at a power substation location in Rowan County. Although located within the facility compound, all outward appearances would be that of a cell tower, absent the special use permit process. Staff concern was that future towers of this type may not be within the confines of a substation and want or need to be "stand-alones", which would otherwise be subject to the special use permitting process (as cell towers) without an ordinance amendment.

The applicant consulted Staff and incorporated Staff's suggestions into the proposed ZTA 01-22 text.

As this proposed amendment focused on use of a tower structure by Duke Energy, it was likely similar monitoring may be needed by Plantation or Colonial Pipeline in the future. The bold italicized text inserted within ZTA 01-22 were suggested by Staff in anticipation of similar utility requests.

The requirements for a utility wireless support structure would be contained in Section 21-56 of the Zoning Ordinance as a Special Requirement (SR). Uses in this section may be approved administratively provided the SR items were satisfied.

A new subsection (g) was proposed to address these uses as outlined below:

- g. Utility Wireless Support Structure. In order to maintain the operation of the electric power grid and utility pipelines for the welfare and safety of the public, electric and public service utility providers must be able to remotely monitor their key facilities, including electrical substations, pipelines, etc. New utility wireless support structures may be evaluated in all zoning districts and approved administratively, provided the following SR are met:
- 1. The utility wireless support structure may only be for use by the electric or public service utility provider.
- 2. Two (2) copies of a site plan prepared by a registered professional engineer or a professional land surveyor as provided in section 21-52 including information in 21-60(4)a.1.i.
- 3. Documentation substantiating the owner and applicant for the utility wireless support structure is an electric or public service utility provider.
- 4. Fall zone certification from an NC Registered Professional Engineer in compliance with Section 21-60(4) (c).
- 5. No Hazard to Air Navigation determination from the Federal Aviation Administration (FAA) and No Adverse Effect determination from the NC State Historic Preservation Office (NCSHPO). Both determinations must be dated within twelve (12) months of the utility tower application submittal.
- 6. The utility wireless support structure shall be a monopole not to exceed one hundred fifty (150) feet. Height extensions up to one hundred ninety-nine (199) feet in the Rural Agricultural (RA), Rural Residential (RR) and Neighborhood Business (NB); and two hundred fifty (250) feet in the Commercial, Business, Industrial (CBI), Industrial (IND) and the 85-ED districts may be considered as a special use subject to the process outlined in Section 21-57 through 21-59 if all other standards in this subsection are met.

7. An existing wireless support structure may be used to accommodate the related wireless facilities associated with the electric or public service utility as provided in Section 21-56(6)d. However, use of a utility wireless support structure to accommodate wireless facilities shall be subject to the requirements of Section 21-60(4).

Mr. Stewart highlighted the Table of Uses for Section 21-113. Mr. Muire said changes to the Table of Uses would reflect the SR allowance of these structures in all zoning districts.

Within the staff report, Staff proposed a definition for these structures to include in Section 21-4 Definitions.

Utility wireless support structure means a new monopole tower that is designed to support or capable of supporting a proprietary wireless facility used solely by a public service utility.

Establishing the use as an SR also made it subject to the locational standards in Section 21-53 and Staff has proposed to exempt them along with other similar uses via the bold italicized text below:

(2) Specific criteria for uses listed as SR. The SR standards required in Section 21-55 do not apply to uses in the residential group from 21-113; Common Sand Mining (SIC 1442); Dead storage of manufactured homes (SIC 42); Co-location of wireless facilities, eligible facilities requests, alternative tower structures, and public safety tower *utility wireless support structures* (SIC 48 (pt)); and uses listed as SR in non-residential districts.

The Planning Board unanimously recommended approval of the ZTA 01-22 text with a modification to allow height extensions beyond the 150' limit be considered subject to the special use permit process.

Procedurally, Mr. Stewart said the Commissioners could accept the Planning Board's Statement of Consistency or create its own statement. The Planning Board met on April 25, 2022 and adopted the following Statement: ZTA 01-22 is reasonable, appropriate and necessary to meet the needs of public service utilities for the installation of communication equipment to monitor their facilities. As these utility wireless support structures were not deemed an exception or modification provided in Section 21-277 of the Rowan County Zoning Ordinance, the proposed Special Requirements (SR) provide general standards to ensure the use is governed appropriately in all zoning districts.

Vice-Chairman Greene opened the public hearing to receive citizen input regarding ZTA 01-22. The following individuals came forward to address the Board:

 James Todd, attorney for the applicant, expressed appreciation for the support and information from staff. Mr. Todd talked about the code and utilities exemptions as also highlighted by Mr. Stewart. Mr. Todd said if the Board had questions about the facts, use and how it worked, he and other staff participating remotely would be glad to respond.

With no one else coming forward, Vice-Chairman Greene closed the public hearing.

Commissioner Pierce moved approval of the Statement of Consistency as follows: ZTA 01-22 is reasonable, appropriate and necessary to meet the needs of public service utilities for the installation of communication equipment to monitor their facilities. As these utility wireless support structures were not deemed an exception or modification provided in Section 21-277 of the Rowan County Zoning Ordinance, the proposed Special Requirements (SR) provide general standards to ensure the use is governed appropriately in all zoning districts. The motion was seconded by Commissioner Caskey and passed unanimously (4-0).

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve ZTA 01-22 carried unanimously (4-0).

6. ROAD NAME CHANGE - PUBLIC HEARING

Planning Technician Pamela Ealey presented the staff report regarding the road name changes below.

1. Currently Known As: Organ Church Road (\$R2490)

Proposed Name: Polka Dot Lane

Location: Near intersection of Organ Church Road and Old Beatty Ford Road Property Owners: Angela Knight, Otis Greene dba Greene's Mobile Home Land Sale, Donald Wilhelm

Reason for Change: This segment of Organ Church Road remained after the North Carolina Department of Transportation (DOT) project W-5146, the realignment of Old Beatty Ford Road and Organ Church Road intersection.

was completed. This creates two (2) roads with the name Organ Church Road that run parallel to one another, causing difficulty with mail and emergency services.

2. Currently Known As: No Name driveway

Proposed Name: Baby Bee Lane

Location: 200 block of Vanderbilt Avenue, parcel 244-255

Property Owners: Richard and Kathy Major

Reason for Change: property owners are constructing a residence for their handicapped grandson on this 8+ acre tract. Assigned an address of 208 Vanderbilt Avenue, it was

then discovered that this address had already been assigned a couple of years ago. There are no address numbers available, therefore the APA recommends the naming of this drive. This will ensure that the resident will have quick access to emergency service.

3. Currently Known As: No Name driveway

Proposed Name: Sills Creek Trail Location: 700 block of Jones Road

Property Owners: Brian Bradshaw, James and Heather Smith, Daryl Hartsell, Alan

Lipscomb

Reason for Change: There are more than two (2) houses sharing a driveway. As a

result, the ordinance mandates the naming of the driveway.

Following the staff report, Vice-Chairman Greene opened the public hearing to consider citizen input for the road name changes as presented. The following citizen came forward to address the Board:

Alan Lipscomb of 805 Jones Road offered the proposed road name of Jones
Farm Road as opposed to Sills Creek Trail. Mr. Lipscomb reported there was
already a road by the name of Sills Creek Lane in Mooresville approximately four
(4) miles from his residence. Mr. Lipscomb explained that his mail came from
Mooresville and he was concerned Sills Creek Trail would create confusion for
the mail carrier.

Vice-Chairman Green inquired as to whether staff had been made aware of the suggested alternate name and Ms. Ealey responded that no one had contacted the Planning Department. Ms. Ealey said she could research the name of Jones Farm Road to ensure the name would not be duplicated.

Mr. Lipscomb requested that if there duplication was discovered, he would like to be notified so he could provide another suggested name.

County Attorney Jay Dees said the Board could hold the hearing open and table the matter for a period of time adequate enough for staff to research and bring the matter back to the Board. The hearing could then be resumed rather than having to re-publish the hearing.

Commissioner Pierce moved to hold the public hearing open to the meeting in July (the July meeting dates were to be determined later during the current meeting). The motion was seconded by Commissioner Klusman and passed unanimously.

Commissioner Klusman moved to approve the proposed road names of Polka Dot Lane and Baby Bee Lane. The motion was seconded by Commissioner Caskey and passed unanimously (4-0).

7. REAL ESTATE PURCHASE CONTRACT FOR ROWAN-SALISBURY SCHOOL SYSTEM

Anthony Vann, Assistant Superintendent of Operations for Rowan-Salisbury School System (RSSS) said Richard's Restaurant, located at 522 North Main Street, and which was adjacent to the Wallace Educational Forum, had become available for purchase. Mr. Vann said the Board of Education (BOE) felt that obtaining the property would provide RSSS an opportunity to expand and enhance its Career and Technical Education (CTE) and School Nutrition Culinary services for students.

During the April 11, 2022 meeting, the BOE approved the purchase contract for Richard's Restaurant property and directed administration to move forward with the purchase.

Mr. Vann noted the purchase was \$440,000 and contingent on the Commissioners approval. RSSS would obtain an updated survey of the property and there would be a determination that the site water and waste water were acceptable for use. Mr. Vann said it would be determined that there were no engineering or land planning conditions and RSSS would also conduct an environmental study of the property. In closing, Mr. Vann said if the Board approve the purchase contract, the BOE would like to move forward with the purchase of the property.

Commissioner Pierce said he understood the price RSSS would be paying was for the land and that Richard Monroe was donating the building. Mr. Vann responded he did not have that information in his packet and the RSSS attorney was working with the property owner.

Commissioner Pierce said for the record he was told by the property owner, Mr. Monroe, that he was donating the building and the \$440,000 was for the land purchase only. Mr. Vann said Sean Walker was finalizing the paperwork and he would contact him.

Commissioner Caskey said the price seemed low for the downtown area. Mr. Vann stated the price was close to appraised value; however, the acreage was very small (.83/acre). Mr. Vann said Mr. Monroe could sell the property to someone else but he had reached out to RSSS first because RSSS had worked with Mr. Monroe previously on the property where the central office was located.

In response to Commissioner Caskey, Mr. Vann said he did not have an issue with a donation for part of the price. Mr. Vann said the BOE had approved a set amount but if the attorney could work out the donation he did not have an issue. Mr. Vann sought the Commissioners approval to move forward.

Commissioner Pierce moved to approve the purchase contract for Richard's Restaurant. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

8. BOARD OF EDUCATION SURPLUS PROPERTY - ENOCHVILLE ELEMENTARY

Anthony Vann, Assistant Superintendent of Operations for Rowan-Salisbury School System (RSSS) reported that the Board of Education (BOE) had declared the Enochville elementary property surplus at its' January 26, 2021 meeting. Mr. Vann said North Carolina General Statutes required the BOE to come to the Commissioners and offer the right of first refusal for the property before the BOE disposed of it.

Mr. Vann said the BOE currently had an offer in the amount of \$500,000 for the purchase of the property. The property was located on approximately 8.44 acres at 925 N. Enochville Avenue in China Grove. The building was constructed in 1941.

Mr. Vann said the BOE would advertise the \$500,000 offer for upset bids. The BOE sought the Commissioners consideration on accepting or declining the property.

Commissioner Caskey asked who the offer was from and Mr. Vann said it was Fusion City Church (Church). Mr. Vann said he had talked with the Church about a lease; however, they wished to purchase the property.

Commissioner Klusman asked if the offer was near the appraised value. Mr. Vann reported the appraisal price obtained in March 2021, was slightly over \$2 million.

Commissioner Caskey said his daughter went to Millbridge Elementary last year and students were meeting in the cafeteria because there was not enough classroom space. Commissioner Caskey questioned the plans for RSSS based on the numerous houses proposed for construction for the area in question. Mr. Vann answered that he saw substantial growth potential for the area. Mr. Vann stated he had contracted with someone to perform a study for an estimate of the growth that was anticipated. Mr. Vann said he could see the needs and in the not too distant future some facilities would be needed in the area. Mr. Vann said it was his recommendation to look at other properties in the area as opposed to the Enochville property, which was only 8.44 acres and considered as small for current guidelines.

Commissioner Caskey asked if the BOE would ever put anything back in the existing Enochville School but Mr. Vann said while it was a BOE decision, he did not think so since there were a lot of needs due to the year the school was built.

With regards to the right of first refusal, Commissioner Pierce moved to decline the offer to transfer the property back to the County. The motion was seconded by Vice-Chairman Greene and passed unanimously (4-0).

9. DISCUSSION REGARDING JULY MEETING SCHEDULE

The Board typically votes to cancel one of its July meetings when possible. The Board was scheduled to meet on Tuesday, July 5, 2022 at 3:00 p.m. and July 18, 2022 at 6:00 p.m.

Following a brief discussion, Commissioner Pierce moved to cancel the July 5, 2022 meeting. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

10. BUDGET AMENDMENTS

Finance Director James Howden presented the following budget amendments for the Board's consideration:

- Risk Fund Increase in budget of revenue and expense to account for settlements received and increase in insurance claims. \$125,000
- Fund 201 Fire Districts Increase budget to cover fire districts' tax turnover for the rest of the fiscal year. \$12,000
- Finance Transfer budget from one G/L account line to another to correct misskey when setting up budget. \$1,000,000
- Finance Transfer funds to recognize increase in Ambulance revenues and expenditures. \$50,000

Commissioner Pierce moved approval of the budget amendments as presented. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

11. CONSIDER APPROVAL OF BOARD APPOINTMENTS ADULT CARE HOME ADVISORY COMMITTEE

James Emmett applied for reappointment for a three-year term, which would expire June 30, 2025.

Commissioner Pierce moved the reappointment of Mr. Emmett. The motion was seconded by Commissioner Klusman and carried unanimously (4-0).

AIRPORT ADVISORY BOARD

Mark Comer resigned due to changes in his work schedule preventing him from attending meetings. The Board was asked to accept Mr. Comer's resignation.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to accept Mr. Comer's resignation passed unanimously (4-0).

The resignation created one (1) opening for a member of the **Business Community** with a term that would expire June 30, 2023. Four (4) applications were received; however, with the exception of Mr. Collins, three of the applicants were users of the Airport.

- Dwight Collins
- Garry Dale Perry
- James Javurek
- Stephen Graham Johnson

Vice-Chairman Greene moved the appointment of Dwight Collins. The motion was seconded by Commissioner Pierce.

Commissioner Caskey nominated Garry Dale Perry.

Commissioner Pierce felt the Commissioners should eliminate applicants that were users of the Airport since the open seat was for a member of the business community.

Vice-Chairman Greene called for a vote on the nominations in the order received. Upon being put to a vote the first motion to approve Dwight Collins carried (3-1) with Commissioner Caskey dissenting.

TOWN OF CLEVELAND ZONING AND PLANNING BOARD - ETJ

Eugene Adkins applied for reappointment as an ETJ representative; however, he was not eligible based on the term limits in the Resolution adopted by the Board of Commissioners that governed the advisory board appointment process.

The Mayor of Cleveland requested the Board consider waiving the term limits and reappoint Mr. Adkins. If approved, the term would expire May 31, 2025.

Commissioner Pierce moved to waive the term limits as requested. The motion was seconded by Commissioner Caskey and passed unanimously (4-0).

Commissioner Pierce moved, Commissioner Caskey seconded and the vote to reappoint Eugene Adkins passed unanimously (4-0).

CENTRALINA WORKFORCE DEVELOPMENT BOARD

Desiree Dunston and John Michael Beaver applied for reappointment as private sector representatives. If approved, their terms would expire June 30, 2024.

Commissioner Pierce moved the reappointment of Desiree Dunston and Mike Beaver. The motion was seconded by Commissioner Klusman and carried unanimously (4-0).

SALISBURY ROWAN COMMUNITY ACTION AGENCY, INC.

Amy Archer Brown applied for reappointment for a two-year term, which would expire June 30, 2024.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote for the reappointment of Amy Brown passed unanimously (4-0).

TOWN OF FAITH ZONING - ETJ

Lu Gamewell applied for reappointment as an ETJ member and if approved, the term would expire May 31, 2025.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to reappoint Lu Gamewell carried unanimously (4-0).

JUVENILE CRIME PREVENTION COUNCIL

The following are current members of the JCPC who applied for reappointment. If approved, the terms for each would expire June 30, 2024:

- Jenny Lee, General Public seat
- Sarah Schaller, Mental Health seat (lives outside of Rowan County but fills the Vaya Health seat)
- Haylee Gardner Shuping, General Public seat
- Carol Ann Houpe, School Superintendent (designee)

Commissioner Klusman moved to reappoint Jenny Lee. The motion was followed by a second from Commissioner Pierce and passed unanimously (4-0).

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to reappoint Sarah Schaller carried unanimously (4-0).

Commissioner Klusman moved the reappointment of Haylee Shuping. The motion was seconded by Commissioner Pierce and carried unanimously (4-0).

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to reappoint Carol Ann Houpe passed unanimously (4-0).

 Carla Johnston is a social work supervisor at DSS. Ms. Johnston applied to fill a vacant seat for a Member of the Public Representing Interests of Families of At-Risk Juveniles. The term would be for two (2) years and expire June 30, 2024.

Commissioner Klusman moved the appointment of Carla Johnston. The motion was seconded by Commissioner Pierce and carried unanimously (4-0).

ROWAN CABARRUS COMMUNITY COLLEGE BOARD OF TRUSTEES

Dr. Lynn Marsh's term expires June 30, 2022 and she does not wish to be reappointed at this time. An application was received from Elizabeth Cook and a letter was received from Dr. Spalding, President of RCCC, supporting the appointment of Ms. Cook.

The term was for four (4) years and would expire June 30, 2026.

Vice-Chairman Greene moved the appointment of Elizabeth Cook. The motion was seconded by Commissioner Klusman and passed (3-1) with Commissioner Pierce dissenting.

ROWAN COUNTY BOARD OF ADJUSTMENT

Michael Harrill applied for reappointment for a three-year term that would expire June 30, 2025.

Commissioner Klusman moved, Commissioner Caskey seconded and the vote to reappoint Michael Harrill carried unanimously (4-0).

BOARD OF SOCIAL SERVICES

Alan King applied to fill a county seat that would become vacant on June 30, 2022. The term would be for three (3) years and expire June 30, 2025.

Commissioner Klusman moved the appointment of Alan King. The motion was seconded by Commissioner Caskey and passed unanimously (4-0).

12. CLOSED SESSION

Vice-Chairman Greene moved at 4:13 p.m. for the Board to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on May 2, 2022; and in accordance with North Carolina General Statute § 143-318.11(a)(3) for attorney-client privileged regarding airport leases. The motion was seconded by Commissioner Pierce and passed unanimously (4-0).

Commissioner Klusman moved the Board return to Open Session at 5:12 p.m. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

Vice-Chairman Greene moved not to renew the leases for Hangar 61A, Hangar 61B, Hangar 26, Hangar 44 and Hangar 58 at the Mid-Carolina Regional Airport. The motion was seconded by Commissioner Pierce and passed unanimously (4-0).

13. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 5:14 p.m. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC Clerk to the Board

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Melissa J. Oleen

DATE: 06/01/2022

SUBJECT: Bright Ideas Grant

Please see attached memorandum and supporting documentation.

Authorize the library to apply for a Bright Ideas Grant.

ATTACHMENTS:

Description	Upload Date	Type
Memorandum Re: Bright Ideas Grant	6/1/2022	Cover Memo
Bright Ideas Grant Application	6/1/2022	Presentation

MEMORANDUM

TO: Rowan County Board of Commissioners

FROM: Melissa J. Oleen, Library Director

DATE: May 17, 2022

RE: Bright Ideas Grant

The library would like to apply for the Bright Ideas Grant, offered through the State Library of North Carolina, to secure funds for a custom-built library tricycle to support community outreach. No matching funds are required. The grant submission deadline is July 1, 2022.

I respectfully request authorization to apply for a Bright Ideas grant.

Thank you,



Bright Ideas Grant Application Deadline to Apply - July 1, 202:

State Library of North Carolina

Bright Ideas Grant

Save & Return

Log in

Create a Save and Return account. Creating an account will allow you to partially complete this form and return later to finish it. You will also be able to return to your submitted results before the due date. If you continue without creating an account, be prepared to complete the report in one sitting.

Library Information

Institution/Library System *	
Rowan Public Library	
Project Manager, Name (First Last, e.g., Jane Doe) *	Project Manager, Phone number (xxx-xxx-xxxx) *
Laurie Lyda	704-216-8245
Project Manager, Email address * Laurie.Lyda@rowancountync.gov Library Director, Name	Library Director Phone number
(First Last, e.g., Jane Doe) *	Library Director, Phone number (xxx-xxx-xxxx) *
Melissa Oleen	704-216-8233
Library Director, Email address *	
melissa.oleen@rowancountync.gov	

Enter the name and email for your library/institution's Authorizing Official. This is the person who is allowed to accept federal money on the institution's behalf. Typically this is the County/City Manager, Chair of a Governing Board, Head of Sponsored Research, or University Dean or CFO. Typically the library director is <u>not</u> the authorizing official.

Authorizing Official, Name (First Last, e.g., Jane Doe) *

10/7

Aaron Church
Authorizing Official, Email address *
Aaron.Church@rowancountync.gov
Intended Audience
Who will be most immediately and positively affected by your project?
Select one or more of the following intended age groups * ☐ 0-5 years
✓ 13-17 years
☑ 18-25 years
✓ 26-49 years
☑ 50-59 years
☐ 60-69 years
☐ 70+ years
Select audiences that activities are specifically directed towards: * ✓ People who are living at or below the poverty line
☐ Unemployed/Jobseekers
✓ Families
✓ Intergenerational groups (does not include families)
☐ Immigrants/refugees
✓ People with disabilities
✓ People with limited literacy or informational skills
☑ General population
Other
Project Information
Project Title *
Rowan Public Library (RPL) Book-Bike
What topic area(s) will your project focus on? (select at least 1) *
☑ Equity, Diversity, and Inclusion
☐ Health
☐ Workforce Development
☐ Citizen Science
☐ Civic Engagement
☐ Early Childhood Literacy
☐ Digital Inclusion

☐ Community Memory
When writing your projects topic area description consider the following questions. What need, problem, or challenge will your project address, and how was it identified? What are your project's intended results and how will they address the need, problem, or challenge you have identified?
Describe the project or portion of the project that will support Equity, Diversity, and Inclusion * One of Rowan Public Library's (RPL) strategic goals includes "Fostering lifelong learning and enriching lives." RPL's Project Book-Bike helps support this goal by providing a unique, fun, engaging, and conversational way to provide library programming in informal settings and community events where library patrons gather. Project Book-Bike offers library staff the ability to create and deliver programs to a variety of audiences, including smaller, age-specific groups (e.g. an onsite program at a preschool) to larger community events where citizens of all ages
Project Activities
Every federally-funded project must have at least one activity , and some require survey data from IMLS' specific surveys. For more information about which activities require surveys <u>click here</u> .
An Activity is an action or actions through which the goal of a project is accomplished. An Activity accounts for at least 10% of the total amount of resources (time, expenses, etc) committed to the project. Reference the <u>Activity Worksheet</u> as needed.
What type of activities support your project? Select all that apply.
✓ Program (active participation) - Formal interaction and active user engagement (e.g., a class on computer skills).; survey required
Presentation (passive participation)-Formal interaction and passive user engagement (e.g., an author's talk).
Consultation (one on one services)-Informal interaction with an individual or group of individuals; the provision of expert advice or reference services to individuals, units, or organizations.
Acquisition (purchasing) - Selecting, ordering, and receiving materials for collections
Creation-Design or production of an information tool or resource (e.g., digital objects, curricula, manuals). Includes digitization or the process of converting data to digital format for processing by a computer.
Lending-Provision of a library's resources and collections through the circulation of materials (general circulation, reserves)
Instruction Program
Describe the Program(s) to be offered and how it will help the project reach its goals. *
The Book-Bike will help library staff to facilitate planned "Book-Bike Events" which will take place both during community-wide events (e.g. festivals, farmers markets, etc.) and as individual events are offered through the library (e.g. a visit to a preschool, a pop-up Book-Bike ride, etc.) Current planned Book-Bike events include:
*Stretching/yoga Storytimes—Target Age Group: All; Audience: General Population; Topic Area: Health
45/500 words

3 04 7

Instruction Consultation

Describe the Consultation(s) to be offered and how it will help the project reach its goals. *

The Book-Bike will be a point from which information about library services, programs and resources can be shared and specific user questions answered (such as how to secure a digital or physical library card, renewing materials, reserve a meeting room) at community events, fairs and festivals. Area events the library tricycle could visit include Juneteenth, Autumn Jubilee, Farmer's Day, area farmer's markets, Cheerwine Festival, Woodleaf Tomato Festival, Salisbury-Rowan Community Action Agency Family Resource Fairs, and Smart Start Rowan family

100/500 words

Full narrative on page 6.

Budget

Enter a brief description/name of the supplies, equipment, and/or services to be purchased if awarded. Group items together on one line by type or similarity, such as – Learning Center Supplies (6 sets of books, easel, sand table, board games, manipulatives, puzzles, rug). Note: Items that cost \$5,000/item require written approval after awards are issued.

The budget form calculates by using the quantity and the per item amount to get the total requested amount at the bottom. Be sure to click calculate by the total requested amount to get the updated amount.

Description *		-
Tricycle (custom built book bike with cargo box & electric assi-	Quantity *	7000
		7000
Description	Quantity	Expense 2 Cost
Ramp Cargo Carrier	1	1000
Description	Quantity	-
Safety Gear (Large & Medium bike helmets)		Expense 3 Cost
2 in the motor	2	300
Description	Quantity	Expense 4 Cost
Accessories (concession umbrella w/logo, swooper flag and n	1	300
Description		
Laptop	Quantity	Expense 5 Cost
	1	1000
Description	Quantity	Expense 6 Cost
	Qualities	Expense 6 Cost
Description		
,	Quantity	Expense 7 Cost
Description		
- See i puoli	Quantity	Expense 8 Cost
200 Worked Avenue To Avenu		
Requested Award Total (should not exceed \$15,000):		
\$9,900.00 Calculate		

Upon submitting your application form you will get two emails. The first will be from Formsite, and it will contain an unsigned copy of your application. The second email will be from DocuSign. You can use the DocuSign email to gather the signatures electronically by the deadline, or print the unsigned application from Formsite and gather physical signatures. If you gather physical signatures, you must scan and email the fully signed application to

Ista@ncdcr.gov by the deadline. The application is not complete until both the Library Director and the Authorizing Official have signed.

Click **Next** to review your budget and submit your application.

Save Progress

Next >>

Page 3 Topic Area Description (in full)

One of Rowan Public Library's (RPL) strategic goals includes "Fostering lifelong learning and enriching lives." RPL's Project Book-Bike helps support this goal by providing a unique, fun, engaging, and conversational way to provide library programming in informal settings and community events where library patrons gather. Project Book-Bike offers library staff the ability to create and deliver programs to a variety of audiences, including smaller, age-specific groups (e.g. an onsite program at a preschool) to larger community events where citizens of all ages will have the opportunity to participate, register for a library card, and foster lifelong learning for our community.

The use of RPL's Book-Bike will allow library staff to travel around large events to offer programs to a wide audience of current and potential library patrons, to provide "pop-up" Book-Bike programs through riding through greenway paths and park space, through diverse neighborhoods, and to targeted facilities like care homes, schools, preschools, and other similar locations. Additionally, the RPL Book-Bike project supports healthy lifestyles through modeling outdoor activity connected to literacy and learning. All of RPL's physical library branches are in close proximity to neighborhood parks and greenspaces, and the highly-visible design of the Book-Bike will help engage a wide range of audiences and grow our active library patrons population.

Page 3 Instruction Program narrative (in full)

The Book-Bike will help library staff to facilitate planned "Book-Bike Events" which will take place both during community-wide events (e.g. festivals, farmers markets, etc.) and as individual events are offered through the library (e.g. a visit to a pre-school, a pop-up Book-Bike ride, etc.) Current planned Book-Bike events include:

- Stretching/yoga Storytimes—Target Age Group: All; Audience: General Population; Topic Area: Health
- Nature-based scavenger hunts—Target Age Group: 0-5, 6-12; Audience: Families, Intergenerational; Topic Area: Early Childhood Literacy
- Tech-stops in the Park (outdoor technology educational events, like using smart devices to access library resources, using ReadSquared, NC Digital Library, TumbleBooks)—Target Age Groups: all; Audience: Families, Intergenerational, General Population, People with limited literacy/informational skills; Topic Area: Equity/Diversity/Inclusion, Digital Inclusion

Collaborative Book-Bike events that will benefit from an outdoor setting may be offered with area organizations and nonprofits, like The Pedal Factory (bike maintenance) and Rowan Runners (running for beginners).

Page 4, Instruction Consultation narrative (in full)

The library tricycle will be a point from which information about library services, programs and resources can be shared and specific user questions answered (such as how to secure a digital or physical library card, renewing materials, reserve a meeting room) at community events, fairs and festivals. Area events the library tricycle could visit include Juneteenth, Autumn Jubilee, Farmer's Day, area farmer's markets, Cheerwine Festival, Woodleaf Tomato Festival, Salisbury-Rowan Community Action Agency Family Resource Fairs, and Smart Start Rowan family festivals. The library is regularly invited to participate in parades and touch-a-truck events at which the library tricycle could be utilized.







Sample library tricycles, aka Book Bikes

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Bryan Edwards, EMS Division Chief

DATE: 6 June 2022

SUBJECT: Ambulance Franchise Agreement

In accordance with county ordinance, please find attached renewal applications for Rowan County Ambulance Franchises, which is required every three years from the following four entities:

- Kannapolis Fire Department
- Providence Ambulance
- Med Trans Corporation
- Rowan County Rescue Squad
- American TransMed

In addition, to the above renewals, the following have submitted application(s) for initial franchise agreement

- Reliance Medical Transport

Rowan Emergency Services, EMS Division has reviewed these applications and recommends approval by the Board of Commissioners for each application. All applicants are currently approved franchised agencies in the Rowan County EMS System and will expire June 30, 2022.

The approval period for renewal will be from July 1, 2022, through June 30, 2023. Thank you for your consideration to this request and recommendation.

We recommend the board approve all franchise agreements as submitted.

ATTACHMENTS:

Description	Upload Date	Type
American TransMed Renewal	6/10/2022	Backup Material
Reliance Franchise Agreement	6/13/2022	Cover Memo
Providence Franchise Agreement Renewal	6/13/2022	Backup Material
MedTrans Franchise Agreement Renewal	6/13/2022	Backup Material
Rowan Rescue Franchise Agreement Renewal	6/13/2022	Backup Material

County of Rowan



Department of Emergency Services EMS Division



Application for Ambulance Franchise

The following instructions should assist you in completing the Rowan County Emergency Services' EMS System "Application for Ambulance Franchise". Fill in all appropriate fields with current information. Fields that are not applicable to this application shall have "N/A" inserted.

- 1. Section I must be filled out for all Ambulance Franchise applications and modifications. This page is formatted to be completed electronically and saved for future use.
- 2. For Franchise renewal, only SECTION I and the signature/acknowledgment page is required.
- 3. For Modifications, Section II is required in addition to Section I and the signature/acknowledgment page.
- 4. Franchise modifications retain the expiration date of the original application.
- 5. The document shall be completed electronically, printed upon completion and submitted with original signatures.
- 6. If any of the below information has changed, please update in North Carolina Office of Emergency Services CIS data base prior to submission and highlight below what is new.

While numerous changes to the Franchise Agency Provider's operation require only notification to the Rowan County EMS System and the North Carolina Office of Emergency Medical Service, certain changes will require a Franchise Modification.

Changes requiring local and State notification but <u>not</u> requiring a modification include:

- Agency contact information
- Annual continuing medical education training plans
- Personnel rosters
- Vehicle changes, additions or deletions

Changes requiring an Application for Ambulance Franchise Modification include:

- Provider Name
- Level of Service
- Location changes, additions or deletions
- Agency Type
- Response Level
- Additional Services provided

SECTION I: PROVIDER INFORMATION

NAME AND ADDRESS OF THE APPLICANT AND OWNER OF THE AMBULANCE PROVIDER. ¹ Attach a certified copy of any assumed name certificate or articles of incorporation.

Name: American TransMed, INC / Greg Kirby, CEO

Address: 133 Caggiano Dr.

City: Gaffney State: SC Zip: 29341

Phone: 888-826-0911 Fax Number: 864-487-1400 Email Address: gkriby@americantransmed.com

Pager: N/A Mobile: 864-303-2700

NAME UNDER WHICH SERVICE WILL OPERATE: ² American TransMed

NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER: Provider#:5811199 License#1572

LEVEL OF SERVICE TO BE PROVIDED:3,4 CONVALESCENT EMT-B EMT-B EMT-P

PROVIDE A BRIEF DESCRIPTION OF THE ORGANIZATIONS TRAINING AND EXPERIENCE IN THE CARE AND TRANSPORTATION OF PATIENTS.⁵ Include a copy of your annual continuing medical education plan and a current roster from the North Carolina Office of Emergency Services CIS data base. (Character Limit 1750)

DESCRIBE THE NUMBER AND TYPE OF VEHICLES OPERATED BY THE PROVIDER. INCLUDE THE DATE OF THE LAST OEMS INSPECTION AND ITS EXPIRATION. Attach a current vehicle list from the from the North Carolina Office of Emergency Medical Services CIS data base. If more than 2 vehicles are operated, contact the Emergency Services Office for an amended application.

Unit #: 3349 Make: Mercedes Model: Sprinter Year: 2013

VIN: WD3PE7CC5D5770504 Permit: NC003080 Inspection Date: 3/22 Expiration: 3/31/2024

Unit #: 3343 Make: Ford Model: Econoline Year: 2014

VIN: 1FDSS3ELXEDB14963 Permit: NC00273 Inspection Date: 8/31/2021 Expiration: 8/31/23

LIST THE LOCATION AND DESCRIPTION OF LOCATION/LOCATIONS FROM WHICH THE PROVIDER INTENDS TO OPERATE INCLUDING A DESCRIPTION OF THE RESPONSE DISTRICT ⁷ AND HOURS OF OPERATION⁸. If more than 2 locations are intended, contact the Emergency Services Office for an amended application. Include a copy of your agency's listing from the North Carolina Office of Emergency Services CIS data base.

Location Name: Rowan Office

Physical Address: 322 W Fisher St

City: Salisbury State: NC Zip Code: 28144

Mailing Address: P.O. Box 2101

City: Gaffney State: SC Zip Code: 29342

Phone Number:888-826-0911

Location Hours of Operation: 24 hours Location Days of Operation: 7 days a week.

Location Name:

Physical Address:

City: State: Zip Code:

Mailing Address:

City: State: Zip Code:

Phone Number:

Location Hours of Operation: Location Days of Operation:

INDICATE SERVICES CURRENTLY PROVIDED BY THE APPLICANT. ADDITION OR DELETION OF SERVICES REQUIRES AN APPLICATION FOR FRANCHISE MODIFICATION. ⁹					
AGENCY TYPE: Check One					
□ Public □ Private					
RESPONSE LEVEL: Check One					
Primary Emergency Response (receives assignments from ROWAN Telecommunications via radio dispatch)					
Primary Non-Emergency Response (schedules/arranges calls through a third-party call center)					
ADDITIONAL SERVICES PROVIDED: Check all that apply					
EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)					

SECTION II: FRANCHISE MODIFICATION NAME AND ADDRESS OF THE APPLICANT AND OWNER OF THE AMBULANCE PROVIDER. 1 Name: Address: City: State: Zip: Phone: Fax Number: Email Address: Mobile: Pager: NAME UNDER WHICH SERVICE WILL OPERATE: 2 NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER: LEVEL OF SERVICE TO BE PROVIDED:^{3,4} CONVALESCENT EMT-B EMT-I EMT-P FOR ADDITIONS OR DELETIONS, PROVIDE INFORMATION BELOW FOR THE AFFECTED LOCATION(S). MADD MELETE **Location Name:** Physical Address: Zip Code: City: State: Mailing Address: City: State: Zip Code: Phone Number: Location Hours of Operation: Location Days of Operation: INDICATE SERVICES PROPOSED BY THE APPLICANT AS A PART OF THIS APPLICATION FOR FRANCHISE MODIFICATION.9 **AGENCY TYPE:** Check One Public Private **RESPONSE LEVEL: Check One** Primary Emergency Response (receives assignments from ROWAN via radio dispatch) Primary Non-Emergency Response (schedules/arranges calls through a third party call center)

ADDITIONAL SERVICES PROVIDED: Check all that apply
Event Standby
Transportation of members/employees
EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)
DOCUMENT CHECKLIST: Please be certain that all of the documents listed are included with your application.
Certified copy of "Assumed Name Certificate" or Articles of Incorporation.
Annual Continuing Medical Education Training Plan
Current employee/member roster printed from the North Carolina Office of Emergency Services CIS data base
Current vehicle listing printed from the North Carolina Office of Emergency Services CIS data base
Current Station listing printed from the North Carolina Office of Emergency Services CIS data base
FOR MODIFICATION APPLICANTS: (include applicable documents listed below)
Certified copy of the UPDATED "Assumed Name Certificate" or Articles of Incorporation.
UPDATED employee/member roster printed from the North Carolina Office of Emergency Services CIS data base
UPDATED vehicle listing printed from the North Carolina Office of Emergency Services CIS data base
UPDATED station listing printed from the North Carolina Office of Emergency Services CIS data base
 4-28.(1) of the codified Rowan County Ambulance Ordinance 4-28.(2) of the codified Rowan County Ambulance Ordinance 4-29.(a) of the codified Rowan County Ambulance Ordinance Level of Service indicated must be maintained for all hours of operation and must be the current level of service provided. Requests to modify level of service are found in Section II, Modifications. 4-28.(3) of the codified Rowan County Ambulance Ordinance 4-28.(4) of the codified Rowan County Ambulance Ordinance 4-28.(5) of the codified Rowan County Ambulance Ordinance 4-28.(6) of the codified Rowan County Ambulance Ordinance 4-28.(6) of the codified Rowan County Ambulance Ordinance 5-28.(6) of the codified Rowan County Ambulance Ordinance 4-28.(6) of the codified Rowan County Ambulance Ordinance 4-28.(6) of Completed Application And Required Documents To: SUBMIT COMPLETED APPLICATION AND REQUIRED DOCUMENTS TO: Rowan County Department of Emergency Services 2727 Old Concord Road, Suite E Salisbury, NC 28146
Attn: Bradley Dean, Battalion Chief

This application shall be filled out and submitted to the Rowan County Department of Emergency Services. Upon receipt, the County may request other documentation as needed to judge the ability of the applicant to provide the service(s) or justify the need for such service(s) requested by this application.

Franchises will be in effect for a term of three (3) years. All franchises are renewed simultaneously. An agency requesting a new franchise or modification will be required to renew in synchronization with other agencies.

It is the responsibility of the franchise to provide, at all times specified in the franchise, the degree and level of service outlined in this application. This includes but is not limited to, maintaining all appropriate State certifications for vehicle and personnel. Additionally, a minimum number of eight (8) active members credentialed at the level of service indicated, must be represented on the roster to maintain the franchise certificate.

Under normal circumstances the franchise may be terminated by either party with ninety (90) days prior written notige.

I, the undersigned, have reviewed this Application for Ambulance Franchise. I fully approve, support, and endorse this modification with a thorough involvement and understanding of our respective roles and responsibilities in maintaining an EMS System in the State of North Carolina pursuant to the rules of the North Carolina Medical Care Commission.

I, the undersigned, acknowledge that pursuant to 10A NCAC 13P.0401 Components of Medical Oversight for EMS Systems, franchise agencies receive direction and oversight from the Rowan County EMS System. All franchise agencies must comply with the Rowan County Emergency Services EMS Divisions' EMS System Plan with regard to EMS Protocol, Policy and Procedure, as well oversight by the System Medical Director(s) and administrators.

Owner/President/Chief

Type/print name GREG B. KIRBY, CEO

Station: Rowan Office - Station 28

General Information

Name: Rowan Office - Station 28

Physical Address: 322 E Fisher St Suite 106 Salisbury, NC 2814 Rowan County

Work Number: 704-909-0759

Status: Open

VIN Model Year	Unit Na	me	Status
1FDSS3ELXEDB14946	2014	3342	In Service
1FDSS3ELXEDB14963	2014	3343	In Service
1FDYR2XM8GKA54521	2016	3344	In Service
1FDYR2XM8GKB48176	2016	3345	In Service
1FDYR2XMXGKB48177	2016	3346	In Service
1GB6G5CL3D1160838	2013	3351	In Service
1GB6G5CLXC1180938	2012	3350	In Service
1GBHG3965711251032	2007	3331	In Service
WD3PE7CC3D5770503	2013	3348	In Service
WD3PE7CC5D5770504	2013	3349	In Service
1FDBW1XG2LKA97111	2021	3353	In Service
1GB6G5CLXC1180938	2012	3350	In Service
3C6LRVDG1ME511504	2021	3352	In Service

First	Middle	Last	Suffix	State	Job Title(s)	Certification	Exp	Employment
Name	Name	Name		Office			Date	Status
				User				
				ID				
Zinah	Faisal	Al		P535	'EMS	Emergency Medical	06/30/2	'Part Time Paid
	Burhan	Azzaw i		823	Technician'	Technician	025	Employee'
Christo	R	Allen		P124	'EMS	Emergency Medical	04/30/2	'Part Time Paid
pher				746	Technician'	Technician	022	Employee'
Tammy	Renee	Bisho		P050	'EMS Technic	ian'		'Full Time Paid
		р		329				Employee'
Kenya	Mae	Blum		P528	'EMS	Emergency Medical	12/31/2	'Part Time Paid
				163	Technician'	Technician	024	Employee'
Jarod	Scott	Bradle		P530	'EMS	Emergency Medical	09/30/2	'Part Time Paid
		У		678	Technician'	Technician	024	Employee'
Zackary	William	Bridge		P107	'EMS	Advanced Emergency	03/31/2	'Part Time Paid
		rs		667	Technician'	Medical Technician	025	Employee'
Robert	Doyle	Brown		P033	'Training	Paramedic	02/28/2	'Full Time Paid
				754	Officer'		023	Employee'
					'Administra			'Full Time Paid
					tor'			Employee'

				'EMS			'Full Time Paid
				Technician'			Employee'
William	Chandl	Brown	P510	'EMS	Paramedic	04/30/2	'Part Time Paid
	er		013	Technician'		025	Employee'
Brittany	Deann	Camp	P521	'EMS	Emergency Medical	05/31/2	'Part Time Paid
		bell	612	Technician'	Technician	024	Employee'
Nekita	Marie	Centolella	P540	'EMS	Emergency Medical	03/31/2	'Part Time Paid
			994	Technician'	Technician	023	Employee'
Carolyn	Alexis	Collins	P532	'EMS	Emergency Medical	01/31/2	'Part Time Paid
			637	Technician'	Technician	025	Employee'
Jessica	Carolin	Conno	P532	'EMS	Emergency Medical	02/28/2	'Part Time Paid
	е	lly	731	Technician'	Technician	025	Employee'
Amber		Coxey	P509	'EMS	Emergency Medical	01/31/2	'Part Time Paid
			150	Technician'	Technician	023	Employee'
Elizabet	Lauren	Dillard	P536	'EMS	Emergency Medical	05/31/2	'Part Time Paid
h			393	Technician'	Technician	025	Employee'
Hannah	Marie	Freita	P521	'EMS	Emergency Medical	12/31/2	'Part Time Paid
		g	511	Technician'	Technician	023	Employee'
McKayl	Marie	Geddi	P521	'EMS	Paramedic	06/30/2	'Part Time Paid
a		ngs	918	Technician'		025	Employee'
Travis	Wayne	Giddin	P110	'EMS Technic	cian'		'Part Time Paid
		gs	627				Employee'
Lacey	Nichole	Hadle	P531	'EMS	Emergency Medical	07/31/2	'Part Time Paid
		у	532	Technician'	Technician	025	Employee'
Brandi	Marie	Hager	P540	'EMS	Emergency Medical	08/31/2	'Part Time Paid
			593	Technician'	Technician	025	Employee'
Alexand	Naomi	Hagla	P536	'EMS	Emergency Medical	05/31/2	'Part Time Paid
ra		n	397	Technician'	Technician	025	Employee'
Zackery		Hamilt	P075	'EMS	Paramedic	05/31/2	'Part Time Paid
		on	035	Technician'		022	Employee'
Joshua	Alexand	Hatch	P541	'EMS	Emergency Medical	01/31/2	'Part Time Paid
	er		294	Technician'	Technician	026	Employee'
John	David	Heffn	P069	'EMS	Paramedic	04/30/2	'Part Time Paid
		er	979	Technician'		022	Employee'
Chelsey	Love	Herrer	P523	'EMS	Emergency Medical	08/31/2	'Part Time Paid
		а	105	Technician'	Technician	024	Employee'
Dontay	Raekwo	Houpe	P517	'EMS	Emergency Medical	07/31/2	'Part Time Paid
	n		733	Technician'	Technician	023	Employee'
Lamont	Quinto	Hyter	P516	'EMS	Emergency Medical	03/31/2	'Part Time Paid
e	n		565	Technician'	Technician	023	Employee'
Ilais		Johns	P546	'Driver'			'Part Time Paid
		on	597				Employee'
Greg	В	Kirby	P001	'Agency Prim	ary Contact'		'Full Time Paid
- 6			292	33.107 1 1711	,		Employee'
Hannah	Joy	Krusin	P527	'EMS	Emergency Medical	08/31/2	'Part Time Paid
		ski	886	Technician'	Technician	024	Employee'
Michael	B.	Lawso	P059	'Agency Prim		<u> </u>	'Full Time Paid
Michael	5.	n	616	/ igency i iiii	iary contact		Employee'
			010	'Director'			Linployee
				Director			'Full Time Paid
							Employee'

Karl	Christo	Lynch	P100	'EMS	Paramedic	12/31/2	'Full Time Paid
	pher		365	Technician'		025	Employee'
Justin	Levar	Mack	P018	'EMS Technic	'EMS Technician'		'Full Time Paid
			869				Employee'
Matthe	S	Marculewicz	P523	'EMS	Emergency Medical	03/31/2	'Part Time Paid
W			450	Technician'	Technician	025	Employee'
Millicen	Alexand	Marsh	P545	'Driver'			'Part Time Paid
t	ria	all	293				Employee'
Kevin	L	Marti	P007	'EMS	Paramedic	03/31/2	'Part Time Paid
		n	399	Technician'		025	Employee'
Reid		Marti	P104	'EMS	Paramedic	08/31/2	'Part Time Paid
		n	234	Technician'		022	Employee'
Allison	Nicole	McCar	P532	'EMS	Emergency Medical	02/28/2	'Part Time Paid
		thy	800	Technician'	Technician	025	Employee'
Naomi		McRa	P512	'EMS	Emergency Medical	05/31/2	'Part Time Paid
		е	563	Technician'	Technician	023	Employee'
Kristen	M	Melch	P120	'EMS	Emergency Medical	06/30/2	'Part Time Paid
		or	212	Technician'	Technician	025	Employee'
Britney	Leigh	Mellet	P527	'EMS	Emergency Medical	08/31/2	'Part Time Paid
		t	156	Technician'	Technician	024	Employee'
Brian		Miller	P123	'EMS	Emergency Medical	03/31/2	'Part Time Paid
			368	Technician'	Technician	024	Employee'
Patrick		Moor	P061	'EMS	Paramedic	07/31/2	'Part Time Paid
		e	622	Technician'		025	Employee'
Todd	Wesley	Morris	P033	'Secondary C	ontact'		'Full Time Paid
			838				Employee'
				'Administrate	or'		
							'Full Time Paid
							Employee'
Benjam	Geoffre	Myers	P117	'EMS	Emergency Medical	03/31/2	'Part Time Paid
in	У		121	Technician'	Technician	025	Employee'
Jennifer	Aree	Myers	P016	'EMS	Emergency Medical	06/30/2	'Part Time Paid
			177	Technician'	Technician	025	Employee'
Avery	Madiso	Perry	P528	'EMS	Emergency Medical	07/31/2	'Part Time Paid
	n		937	Technician'	Technician	025	Employee'
Virginia	Α	Poplin	P525	'EMS	Emergency Medical	02/29/2	'Part Time Paid
			529	Technician'	Technician	024	Employee'
Mark	С	Propst	P048	'EMS	Paramedic	02/28/2	'Part Time Paid
			388	Technician'		025	Employee'
Daniel	Pettus	Robin	P013	'EMS	Paramedic	05/31/2	'Full Time Paid
		son	217	Technician'		022	Employee'
				'Administra			'Full Time Paid
				tor'			Employee'
				'Director'			'Full Time Paid

								Employee'	
					'Secondary				
					Contact'			'Full Time Paid	
								Employee'	
Michael	Anthon	Root	Sr	P545	'Driver'			'Part Time Paid	
	у			683				Employee'	
Anika		Saner		P123	'EMS	Emergency Medical	07/31/2	'Part Time Paid	
				483	Technician'	Technician	024	Employee'	
Brando	Dale	Shue		P504	'EMS	Paramedic	06/30/2	'Part Time Paid	
n				698	Technician'		025	Employee'	
Aidan		Smith		P517	'EMS	Emergency Medical	03/31/2	'Part Time Paid	
				977	Technician'	Technician	025	Employee'	
Summe	Ketchie	Surrat		P057	'EMS	Paramedic	03/31/2	'Part Time Paid	
r		t		061	Technician'		025	Employee'	
Cody	Reed	Talley		P518	'EMS	Paramedic	12/31/2	'Part Time Paid	
				432	Technician'		025	Employee'	
Courtn	Carolan	Willia		P123	'EMS	Advanced Emergency	11/30/2	'Part Time Paid	
ey	n	ms		370	Technician'	Medical Technician	025	Employee'	

State of North Carolina

Office of Emergency Medical Services



Medical Care Commission

Department of Health and Human Services
Division of Health Service Regulation

Having met the requirements of North Carolina General Statute 131E-155.1 and the rules of the North Carolina Medical Care Commission for the licensing of EMS Agencies.

American Transmed, Inc.

is hereby issued an EMS Agency License This License, Number 1572, expires the last day of August 2027

Division of Heath Service Regulation



Office of Emergency Medical Services

Rowan County EMS System Training Schedule

April 2021 – March 2023

April 2021	Seasonal Emergencies / Best Practices / Special Topic
May 2021	M&M – Trauma / Electrical Injuries
	*VFIS Driving Class Initial/Remediation
June 2021	Pathophysiology – Disease Process (Trauma) / Documentation/BBP
July 2021	Operations – HR
August 2021	Ob/Gyn Emergencies / Best Practices
September 2021	Adult / Pediatric Airway
October 2021	Pediatric Trauma
	*ACLS
	*VFIS Driving Class Initial/Remediation
November 2021	Medical Emergencies
	*PALS
December 2021	Psychomotor Skills –
January 2022	M&M – Cardiac
February 2022	Adult & Pediatric Resuscitation / CPR / Best Practices /
	Rowan County Emergency Services – Zoll Data – Driving info
	*ACLS
March 2022	OB / Pediatrics
	*PALS
April 2022	HazMat Refresher / Blood Borne Pathogens Review /Practical Exercise
May 2022	Pediatrics – Patients with Special Challenges
June 2022	Pharmacology – Medication Review
July 2022	Psychomotor Skills –
	Special Topic / Operations
	*VFIS Driving Class Initial/Remediation
August 2022	Pediatric Medical Emergencies / Best Practices
	*ITLS / PHTLS
September 2022	Pediatric Respiratory Emergencies / Trauma Emergencies
October 2022	Medical Emergencies – Behavioral / Psychiatric
November 2022	Cold Emergencies / Operational / Best Practices / Communications
December 2022	Psychomotor Skills –
	*VFIS Driving Class Remediation Only
January 2023	Cardiac
February 2023	Adult & Pediatric Resuscitation / CPR / Best Practices /
March 2023	Pediatrics / Special Topic

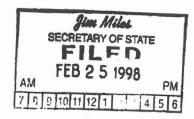
^{*}ACLS, PALS, and ITLS are listed in the months when they will likely be offered. They are not listed as part of the regular continuing education within this schedule.*

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN-FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Mar 27 2019 REFERENCE ID: 309601

STATE OF SOUTH CAROLINA SECRETARY OF STATE

ARTICLES OF INCORPORATION



SECRETARY OF STATE OF SOUTH CAROLINA

1. The name of the proposed corporation is <u>American</u>

<u>TransMed. Inc.</u> The initial registered office of the corporation is

1252 Overbrook Drive, Suite 11
Street & Number
Gaffnev Cherokee 29341
City County Zip Code

and the initial registered agent at such address is Greg B. Kirby

- 3. The corporation is authorized to issue shares of stock as follows: Complete a or b, whichever is applicable:
 - a. [X] The corporation is authorized to issue a single class of shares, and the total number of shares authorized is 100,000.
 - b. [] The corporation is authorized to issue more than one class of shares:

Class	of	Shares	Authorized	No.	of	Each	Class	

The relative rights, preferences, and limitations of the shares of each class, and of each series within a class, are as follows:

- 4. The existence of the corporation shall begin when these articles are filed with the Secretary of State unless a delayed date is indicated (See §33-1-230(b)):
- 5. The optional provisions which the corporation elects to include in the articles of incorporation are as follows (See §33-2-102 and the applicable comments thereto; and 35-2-105 and 35-2-221 of the 1976 South Carolina Code):

CERTIFIED TO BE A TRUE AND CORRECT COPY

AS TAKEN FROM AND COMPARED WITH THE

ORIGINAL ON FILE IN THE CAMPACE and address and signature of each incorporator
is as follows (only one is required):

Mar 27 2019

REFERENCE ID: 3096 Name Marie R. Ferguson

Address 10548

P.O. Drawer Greenville. SC 29603

I, B. Joel Stoudenmire, an attorney licensed to practice in the State of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements Chapter 2, Title 33 of the 1976 South Carolina Code relating to the articles of incorporation.

Date February 24, 1998

Joel Stoudenmire (Type or Print Name)

Address P.O. Drawer 10648 Greenville, SC 29603

The State of South Carolina



Office of Secretary of State Jim Miles Certificate of Existence

I, Jim Miles, Secretary of State of South Carolina Hereby certify that:

AMERICAN TRANSMED, INC.,

a corporation duly organized under the laws of the State of South Carolina on **February 25th, 1998**, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that it is subject to being dissolved by administrative action pursuant to Section 33-14-210 of the South Carolina Code, and that the corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 25th day of February, 1998.

Jim Miles, Secretary of State



NORTH CAROLINA Department of the Secretary of State

CERTIFICATE OF AUTHORIZATION

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

AMERICAN TRANSMED, INC.

a corporation organized under the laws of South Carolina was authorized to transact business in the State of North Carolina by issuance of a certificate of authority on the 24th day of January, 2002.

I FURTHER certify that the said corporation's certificate of authority is not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation's certificate of authority is not revoked for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by G.S. 55-16-22 has not been delivered to the Secretary of State; and that a certificate of withdrawal has not been issued in the name of the said corporation as of the date of this certificate.





Scan to verify online.

Certification# 104398244-1 Reference# 15177081- Page: 1 of 1 Verify this certificate online at http://www.sosnc.gov/verification

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 27th day of March, 2019.

Elaine J. Marshall

Secretary of State

Client#: 1736379 15AMERITRA6

ACORD...

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/18/2022

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

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

and commodic doce not come, any righte to the commodite in	iolasi ili lisa si sasii silasissilisili(s)i				
PRODUCER	CONTACT SC Certificate Team				
McGriff Insurance Services	PHONE (A/C, No, Ext): 864 297-4444 F-MAIL SCCertificates@McGriff.com				
47 Airpark Court (29607)					
P.O. Box 27149	INSURER(S) AFFORDING COVERAGE	NAIC#			
Greenville, SC 29616-2149	INSURER A : Lloyds				
INSURED	INSURER B: Starstone Specialty Insurance Company	44776			
American TransMed Inc.	INSURER C: Berkley Casualty Company	15911			
Palmetto Medical Transport, LLC	INSURER D: Continental Western Insurance Co	10804			
Post Office Box 2101	INSURER E:				
Gaffney, SC 29342	INSURER F:				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

	CLUSIONS AND CONDITIONS OF SUCF					MS.	
INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	X COMMERCIAL GENERAL LIABILITY		W2B1E1210201	05/01/2021	05/01/2022	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
	X BI/PD Ded:10000					MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$3,000,000
	X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$0
	OTHER:						\$
D	AUTOMOBILE LIABILITY		CNA429376346	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
В	UMBRELLA LIAB X OCCUR		E77193210AHL	05/01/2021	05/01/2022	EACH OCCURRENCE	\$2,000,000
	X EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$2,000,000
	DED X RETENTION \$0						\$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		KEY0137493	08/01/2021	08/01/2022	X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
L	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
Α	Professional Liab		W2B1E1210201	05/01/2021	05/01/2022	\$1,000,000 Per Clain	n
						\$3,000,000 Aggrega	te
Α	Abuse/Molestation		W2B11210201	05/01/2021	05/01/2022	\$1,000,000 Aggrega	te

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Rowan County 130 W. Innes Street Salisbury, NC 28144	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Down East, Gen

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^{*}Roger Shiflett and Greg Kirby are excluded from Workers Compensation coverage.



County of Rowan



Department of Emergency Services EMS Division



Application for Ambulance Franchise

The following instructions should assist you in completing the Rowan County Emergency Services' EMS System "Application for Ambulance Franchise". Fill in all appropriate fields with current information. Fields that are not applicable to this application shall have "N/A" inserted.

- 1. Section I must be filled out for all Ambulance Franchise applications and modifications. This page is formatted to be completed electronically and saved for future use.
- 2. For Franchise renewal, only SECTION I and the signature/acknowledgment page is required.
- 3. For Modifications, Section II is required in addition to Section I and the signature/acknowledgment page.
- 4. Franchise modifications retain the expiration date of the original application.
- 5. The document shall be completed electronically, printed upon completion and submitted with original signatures.
- 6. If any of the below information has changed, please update in North Carolina Office of Emergency Services CIS data base prior to submission and highlight below what is new.

While numerous changes to the Franchise Agency Provider's operation require only notification to the Rowan County EMS System and the North Carolina Office of Emergency Medical Service, certain changes will require a Franchise Modification.

Changes requiring local and State notification but <u>not</u> requiring a modification include:

- Agency contact information
- Annual continuing medical education training plans
- Personnel rosters
- Vehicle changes, additions or deletions

Changes requiring an Application for Ambulance Franchise Modification include:

- Provider Name
- Level of Service
- Location changes, additions or deletions
- Agency Type
- Response Level
- Additional Services provided

SECTION I: PROVIDER INFORMATION

NAME AND ADDRESS OF THE APPLICANT AND OWNER OF THE AMBULANCE PROVIDER. ¹ Attach a certified copy of any assumed name certificate or articles of incorporation.

Name: Reliance Medical Transport LLC

Address: 156 Newtown Rd Suite A1

City: Virginia Beach State: VA Zip: 23462

Phone: 757-456-5149 Fax Number: 757-456-5149

Email Address:jgrimes@reliancemt365.com bnations@reliancemt365.com

Pager: Mobile:

NAME UNDER WHICH SERVICE WILL OPERATE: 2

NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER:

LEVEL OF SERVICE TO BE PROVIDED:3,4 CONVALESCENT EMT-B EMT-B EMT-P

PROVIDE A BRIEF DESCRIPTION OF THE ORGANIZATIONS TRAINING AND EXPERIENCE IN THE CARE AND

TRANSPORTATION OF PATIENTS. Include a copy of your annual continuing medical education plan and a current roster from the North Carolina Office of Emergency Services CIS data base. (Character Limit 1750)

Hampton VA – 2017-Present

- -Provided dedicated BLS/ALS/Critical Care and mental health transport requests.
- -Completed over 9,000 transports in 2020
- -93% on time rate with those not on time the average time late was 40 minutes

Portsmouth Naval Medical Center – 2018 – Present

- -Priority tasking of any available units for BLS/ALS/Critical Care and mental health transport requests.
- -Completed over 400 transports in 2020
- 95% On Time Rate with an average of 34 minutes late for the other 5%

Children's Hospital of the Kings Daughter 2018-Present

- -Provides BLS transport 24/7 for mental health transfers.
- -Completed over 300 transports in 2020
- -97% on time with an average of 20 minutes late the other 3%

Virginia Beach EMS 2019-Present

Provide backup to the 911 system.

Logisticare – 2014 – Present

Provides ALS & BLS transports for both scheduled and on demand medical appointments, specialty and long distance transports.

DESCRIBE THE NUMBER AND TYPE OF VEHICLES OPERATED BY THE PROVIDER. INCLUDE THE DATE OF THE LAST OEMS INSPECTION AND ITS EXPIRATION. Attach a current vehicle list from the from the North Carolina Office of Emergency Medical Services CIS data base. If more than 2 vehicles are operated, contact the Emergency Services Office for an amended application.

Unit #: M17 Make: Mercedes Model: Sprinter Year: 2016 VIN: 1FDAF4HR0AWA50040 Permit: Inspection Date: **Expiration:** Unit #: M12 Make: Dodge Model: Promaster Year: 2018 VIN: 3C6TRVDG1JE118798 Permit: Inspection Date: **Expiration:** LIST THE LOCATION AND DESCRIPTION OF LOCATION/LOCATIONS FROM WHICH THE PROVIDER INTENDS TO OPERATE INCLUDING A DESCRIPTION OF THE RESPONSE DISTRICT 7 AND HOURS OF OPERATION8. If more than 2 locations are intended, contact the Emergency Services Office for an amended application. Include a copy of your agency's listing from the North Carolina Office of Emergency Services CIS data base. **Location Name: Physical Address:** Zip Code: City: State: Mailing Address: City: State: Zip Code: Phone Number: Location Hours of Operation: 24 Location Days of Operation: 7 **Location Name: Physical Address:** City: State: Zip Code: Mailing Address: City: Zip Code: State: Phone Number: **Location Hours of Operation: Location Days of Operation:**

INDICATE SERVICES CURRENTLY PROVIDED BY THE APPLICANT. ADDITION OR DELETION OF SERVICES REQUIRES AN APPLICATION FOR FRANCHISE MODIFICATION. ⁹
AGENCY TYPE: Check One
Public Private
RESPONSE LEVEL: Check One
Primary Emergency Response (receives assignments from ROWAN Telecommunications via radio dispatch)
Primary Non-Emergency Response (schedules/arranges calls through a third-party call center)
ADDITIONAL SERVICES PROVIDED: Check all that apply
Event Standby
Transportation of members/employees
EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)

SECTION II: FRANCHISE MODIFICATION NAME AND ADDRESS OF THE APPLICANT AND OWNER OF THE AMBULANCE PROVIDER. 1 Name: Address: City: State: Zip: Phone: Fax Number: Email Address: Mobile: Pager: NAME UNDER WHICH SERVICE WILL OPERATE: 2 NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER: LEVEL OF SERVICE TO BE PROVIDED:^{3,4} CONVALESCENT EMT-B EMT-I EMT-P FOR ADDITIONS OR DELETIONS, PROVIDE INFORMATION BELOW FOR THE AFFECTED LOCATION(S). MADD MELETE **Location Name:** Physical Address: Zip Code: City: State: Mailing Address: City: State: Zip Code: Phone Number: Location Hours of Operation: Location Days of Operation: INDICATE SERVICES PROPOSED BY THE APPLICANT AS A PART OF THIS APPLICATION FOR FRANCHISE MODIFICATION.9 **AGENCY TYPE:** Check One Public Private **RESPONSE LEVEL: Check One** Primary Emergency Response (receives assignments from ROWAN via radio dispatch)

Primary Non-Emergency Response (schedules/arranges calls through a third party call center)

ADDITIONAL SERVICES PROVIDED: Check all that apply
Event Standby
Transportation of members/employees
EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)
DOCUMENT CHECKLIST: Please be certain that all of the documents listed are included with your application.
Certified copy of "Assumed Name Certificate" or Articles of Incorporation.
Annual Continuing Medical Education Training Plan
Current employee/member roster printed from the North Carolina Office of Emergency Services CIS data base
Current vehicle listing printed from the North Carolina Office of Emergency Services CIS data base
Current Station listing printed from the North Carolina Office of Emergency Services CIS data base
FOR MODIFICATION APPLICANTS: (include applicable documents listed below)
Certified copy of the UPDATED "Assumed Name Certificate" or Articles of Incorporation.
UPDATED employee/member roster printed from the North Carolina Office of Emergency Services CIS data base
UPDATED vehicle listing printed from the North Carolina Office of Emergency Services CIS data base
UPDATED station listing printed from the North Carolina Office of Emergency Services CIS data base
 4-28.(1) of the codified Rowan County Ambulance Ordinance 4-28.(2) of the codified Rowan County Ambulance Ordinance 4-29.(a) of the codified Rowan County Ambulance Ordinance Level of Service indicated must be maintained for all hours of operation and must be the current level of service provided. Requests to modify level of service are found in Section II, Modifications. 4-28.(3) of the codified Rowan County Ambulance Ordinance 4-28.(4) of the codified Rowan County Ambulance Ordinance 4-28.(5) of the codified Rowan County Ambulance Ordinance 4-28.(6) of the codified Rowan County Ambulance Ordinance 4-28.(6) of the codified Rowan County Ambulance Ordinance
SUBMIT COMPLETED APPLICATION AND REQUIRED DOCUMENTS TO:
Rowan County Department of Emergency Services 2727 Old Concord Road, Suite E Salisbury, NC 28146
Attn: Bradley Dean, Battalion Chief

This application shall be filled out and submitted to the Rowan County Department of Emergency Services. Upon receipt, the County may request other documentation as needed to judge the ability of the applicant to provide the service(s) or justify the need for such service(s) requested by this application.

Franchises will be in effect for a term of three (3) years. All franchises are renewed simultaneously. An agency requesting a new franchise or modification will be required to renew in synchronization with other agencies.

It is the responsibility of the franchise to provide, at all times specified in the franchise, the degree and level of service outlined in this application. This includes but is not limited to, maintaining all appropriate State certifications for vehicle and personnel. Additionally, a minimum number of eight (8) active members credentialed at the level of service indicated, must be represented on the roster to maintain the franchise certificate.

Under normal circumstances the franchise may be terminated by either party with ninety (90) days prior written notice.

I, the undersigned, have reviewed this Application for Ambulance Franchise. I fully approve, support, and endorse this modification with a thorough involvement and understanding of our respective roles and responsibilities in maintaining an EMS System in the State of North Carolina pursuant to the rules of the North Carolina Medical Care Commission.

I, the undersigned, acknowledge that pursuant to 10A NCAC 13P.0401 Components of Medical Oversight for EMS Systems, franchise agencies receive direction and oversight from the Rowan County EMS System. All franchise agencies must comply with the Rowan County Emergency Services EMS Divisions' EMS System Plan with regard to EMS Protocol, Policy and Procedure, as well oversight by the System Medical Director(s) and administrators.

from A Spines	4/11/2022
Owner/President/Chief	Date
Tyne/print name	

County of Rowan



Department of Emergency Services EMS Division



Application for Ambulance Franchise

The following instructions should assist you in completing the Rowan County Emergency Services' EMS System "Application for Ambulance Franchise". Fill in all appropriate fields with current information. Fields that are not applicable to this application shall have "N/A" inserted.

- 1. Section I must be filled out for all Ambulance Franchise applications and modifications. This page is formatted to be completed electronically and saved for future use.
- 2. For Franchise renewal, only SECTION I and the signature/acknowledgment page is required.
- 3. For Modifications, Section II is required in addition to Section I and the signature/acknowledgment page.
- 4. Franchise modifications retain the expiration date of the original application.
- 5. The document shall be completed electronically, printed upon completion and submitted with original signatures.
- 6. If any of the below information has changed, please update in North Carolina Office of Emergency Services CIS data base prior to submission and highlight below what is new.

While numerous changes to the Franchise Agency Provider's operation require only notification to the Rowan County EMS System and the North Carolina Office of Emergency Medical Service, certain changes will require a Franchise Modification.

Changes requiring local and State notification but <u>not</u> requiring a modification include:

- Agency contact information
- Annual continuing medical education training plans
- Personnel rosters
- Vehicle changes, additions or deletions

Changes requiring an Application for Ambulance Franchise Modification include:

- Provider Name
- Level of Service
- Location changes, additions or deletions
- Agency Type
- Response Level
- Additional Services provided

.

SECTION I: PROVIDER INFORMATION

NAME AND ADDRESS OF Tassumed name certificate	THE APPLICANT AND OWN or articles of incorporation	IER OF THE AMBULANCE PROVIDER. ¹ Attach a certified copy of any n.
Name: David Stevens		
Address: 7385 Ridge Rd		
City: Lexington	State: NC	Zip: 27295
Phone: 336-472-7433 Fa	x Number: 336-472-5668	Email Address: dave@providencetransport.com
Pager:	Mobile: 336	5-508-6322
NAME UNDER WHICH SER	RVICE WILL OPERATE: 2 Pro	ovidence Transportation, Inc
NORTH CAROLINA OFFICE	OF EMERGENCY MEDICAL	L SERVICES PROVIDER NUMBER: P536778
LEVEL OF SERVICE TO BE F	PROVIDED: ^{3,4} CONVALE	ESCENT 🔀 EMT-B 🔲 EMT-I 🔲 EMT-P
TRANSPORTATION OF PA	TIENTS.5 Include a copy of	rions training and experience in the care and your annual continuing medical education plan and a current roster es CIS data base. (Character Limit 1750)
transportation company s ambulance service with 2 25 EMT's. We currently re	pecializing in wheelchair an ambulances in Davidson C	te 2013. We were established as a non-emergency medical ambulatory transportation. Early in 2020 we launched our founty. We have steadily grown our operation to 10 ambulances and with their own continuing education. We will require EMTs working nuing ed sessions.

DESCRIBE THE NUMBER AND TYPE OF VEHICLES OPERATED BY THE PROVIDER. INCLUDE THE DATE OF THE LAST OEMS INSPECTION AND ITS EXPIRATION. Attach a current vehicle list from the from the North Carolina Office of Emergency Medical Services CIS data base. If more than 2 vehicles are operated, contact the Emergency Services Office for an amended application.

Unit #: 105 Make: Chevrolet Model: 4500 Year: 2017

VIN: 1GB6GUCG5H1109747 Permit: NC005432 Inspection Date: 1/5/2022 Expiration: 12/31/2023

Unit #: 101 Make: Mercedes Model: 4500 Year: 2011

VIN: WD3PE7CCOB5595351 Permit: NC004719 Inspection Date: 03/08/2022 Expiration: 03/31/2024

LIST THE LOCATION AND DESCRIPTION OF LOCATION/LOCATIONS FROM WHICH THE PROVIDER INTENDS TO OPERATE INCLUDING A DESCRIPTION OF THE RESPONSE DISTRICT 7 AND HOURS OF OPERATION8. If more than 2 locations are intended, contact the Emergency Services Office for an amended application. Include a copy of your agency's listing from the North Carolina Office of Emergency Services CIS data base.

Location Name: Providence Transportation, LLC

Physical Address: 625 W Innes St Ste 102

City: Salisbury State: NC Zip Code: 28144

Mailing Address: 7385 Ridge Rd

City: Lexington State: NC Zip Code: 27295

Phone Number: 336-472-7433

Location Hours of Operation: 24 Location Days of Operation: 7

Location Name:

Physical Address:

City: State:

Zip Code:

Mailing Address:

City: State: Zip

Zip Code:

Phone Number:

Location Hours of Operation:

Location Days of Operation:

NDICATE SERVICES CURRENTLY PROVIDED BY THE APPLICANT. ADDITION OR DELETION OF SERVICES REQUIRES AN APPLICATION FOR FRANCHISE MODIFICATION. ⁹	
AGENCY TYPE: Check One	
Public Private	
RESPONSE LEVEL: Check One	
Primary Emergency Response (receives assignments from ROWAN Telecommunications via radio dispatch)	
☑ Primary Non-Emergency Response (schedules/arranges calls through a third-party call center)	
ADDITIONAL SERVICES PROVIDED: Check all that apply	
∑Event Standby	
Transportation of members/employees	
⊠EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)	

SECTION II: FRANCHISE MODIFICATION

NAME AND ADDRESS OF THE APPLICANT AND OWNER OF THE AMBULANCE PROVIDER. 1
Name:
Address:
City: Zip:
Phone: Fax Number: Email Address:
Pager: Mobile:
NAME UNDER WHICH SERVICE WILL OPERATE: 2
NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER:
LEVEL OF SERVICE TO BE PROVIDED: ^{3,4} CONVALESCENT EMT-B EMT-I EMT-P
FOR ADDITIONS OR DELETIONS, PROVIDE INFORMATION BELOW FOR THE AFFECTED LOCATION(S).
ADDDELETE
Location Name:
Physical Address:
City: State: Zip Code:
Mailing Address:
City: State: Zip Code:
Phone Number:
Location Hours of Operation: Location Days of Operation:
INDICATE SERVICES PROPOSED BY THE APPLICANT AS A PART OF THIS APPLICATION FOR FRANCHISE MODIFICATION.9
AGENCY TYPE: Check One
Public Private
RESPONSE LEVEL: Check One
Primary Emergency Response (receives assignments from ROWAN via radio dispatch)
Primary Non-Emergency Response (schedules/arranges calls through a third party call center)

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ADDITIONAL SERVICES PROVIDED: Check all that apply
Event Standby
Transportation of members/employees
EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)
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Rowan County Department of Emergency Services 2727 Old Concord Road, Suite E Salisbury, NC 28146

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Owner/President/Chief

Type/print name David Stevens

4/12/2022 Date

Providence Transportation Inc. (Rowan)

▲ Update Status

General Information

Physical Address:

625 W Innes St St 102 Salisburty, NC 28144 Rowan County Latitude/Longitude Point: 35.672417,-80.4760915

Mailing Address:

7385 Ridge Road Lexington, NC 27295 Davidson County Latitude/Longitude Point: 35.9490934,-80.2070763

Primary Phone:

Secondary Phone: 336-472-7433

Fax:

Website: www.providencetransport.com

Status: Open

Last Updated:

Associated System(s):

System:Rowan County EMS System, Region: West

Metropolitan Statistical Area:

Configuration

Properties

Agency Number: 0807950

EMS Agency Service Area County(ies):

Vendors:

ESO Solutions

SMAT Team Site: No

Services

Service Level: Emergency Medical

Technician

Primary Service: 911 Response (Scene)

https://continuum.emspic.org/auth/agency/613f9cf927cb996655e6f97d

Associates

Associates

Best St

When General St

When Ge

Revier dang 10020

with Transport Capability
Other Services:

EMD Vendor:

Billing Status:

EMS Agency Specialty Service

Capability:

Patient Monitoring Capability(ies):

Crew Call Sign:

Expanded Scope Of Practice: No

Organization

Type: Private, Non-Hospital **Status:** Non-Volunteer

Agency Attachments

Agency License

Nothing found to display.

Agency Inspection

Nothing found to display.

Vehicles 1

♣ Create

VIN	•	Model Year	Unit Name	Permit	Expiration	Permit Type	Level	Status
1GB6GUCG5H1109747		2017	A105	NC005432	12/31/2023	Permanent	EMT	In Service
1gb9g5b67a1133694		2010	A104	NC005405	06/30/2023	Permanent	EMT	In Service
WD3PE7CCOB5595351		2011	A101	NC004719	03/31/2024	Permanent	EMT	In Service

3 items found, displaying all items. Export options: CSV | Excel | XML **Edit** Vehicle Availability Nothing found to display. + Add Roster 👺 Contacts **Phone** Number(s) Job Title(s) Certification Exp Date Name Advanced Emergency 11/30/2025 David Alan EMS Technician (Emergency Medical Technician) Medical Technician Gilbert P063678 Training Officer (Emergency Medical Technician) Administrator (Emergency Medical Technician) 04/30/2025 EMS Technician (Emergency **Emergency Medical** April Leonard P538012 Medical Technician) Technician Secondary Contact (Emergency Medical Technician) Administrator (Emergency Medical Technician) Export options: CSV | Excel | XML **Edit** Personnel Availability Nothing found to display. + Create **Stations** Nothing found to display.

Resource Capabilities

Туре	Total
Available Ventilators	0
Total Ventilators	0
Available Morgue Capacity	0
Ambulatory Decontamination Capability	0
Non-ambulatory Decontamination Capability	0
EMS Chem Packs	0
Hospital Chem Packs	0

Special Skills

№ Edit ^

Skill and number trained or training Nothing found to display.

Philip	Andrew	David	70011	pohin	Amv	Samuel	Alec	Karla	Crystal	William	Kimberly	Enijah	April	Jamie	Nabeeha	Edward	Wade	Eileen	Marshall	Gary	David	Dorothy	Robert	William	Kristin	David	John	First Name
James	Maximilian				,	Anthony	Daniel	Gessel	Ζ	Andrew		Jarod		Lee		Clyde	Andrew	Dorthella	-		Alan	Lynn	Sterling	S	Unger	≥	Matthew	Middle Nam Last Name
Waldrop	Vuncanon	urpin	Timis	Thompson	Taylor	Talamantes	Styer	Solorzano	Samuels	Robinson	Ramos	Pace	Leonard	Kreber	Khan	Johnston	Johnson	Johnson	Hoppe		Gilbert	Freidt	Clayton	Chappell	Bethard	Bethard	Baldwin	
																<u>۲</u>												Suffix
P541388	P302034	P541596	DE //1208	P029966	P535762	P542775	P540847	P535956	P008296	P053885	P532509	P530166	P538012	P107792	P543787	P065790	P545106	P507218	P003489	P050422	P063678	P521939	P080797	P108194	P110014	P077600	P118373	State Office
'EMS Techni، Emergency ۱	EIVID TECHNIK EITTELBEICY N			'EMS Technic Paramedic	'EMS Technic Emergency N	'EMS Technic Emergency N	'EMS Technic Emergency N	'EMS Technic Emergency N	'EMS Technic Paramedic	'EMS Technic Emergency N	'EMS Technic Emergency N	'EMS Technic Emergency N	'EMS Technic Emergency N	'EMS Technic Emergency N	'EMS Technic Emergency N	'EMS Technic Emergency N	'EMS Technic Emergency N	'EMS Technic Emergency N	'Administratı Paramedic	'EMS Technic Emergency N	'EMS Technic Advanced Err	'EMS Technic Emergency N	'EMS Technic Emergency N	'EMS Technic Emergency N	'EMS Technic Emergency N	'EMS Technic Emergency N	'EMS Technic Emergency N	Job Title(s) Certification Exp Date
8/31/25 Full Time Paid Employee				3/31/25 'Full Time Paid Employee'	7/31/25 'Full Time Paid Employee		8/31/25 'Full Time Paid Employee		4/30/22 'Part Time Paid Employee	1/31/25 'Full Time Paid Employee'			4/30/25 Full Time Paid Employe	1/31/25 'Full Time Paid Employee'	1/31/26 'Part Time Paid Employe	1/31/23 'Full Time Paid Employee	2/28/26 'Full Time Paid Employee		3/31/24 Part Time Paid Employee	3/31/25 'Part Time Paid Employee	11/30/25 'Part Time Paid Employee'	7/31/24 'Part Time Paid Employee	2/28/25 'Full Time Paid Employee'	7/31/24 'Part Time Paid Employee'	3/31/24 'Part Time Paid Employee'	1/31/23 Full Time Paid Employee	4/30/25 'Full Time Paid Employee'	

'Full Time Paid Employee' 'Full Time Paid Employee'

'Full Time Paid Employee' 'Full Time Paid Employee'

Philip	Andrew	David	Robin	Amy	Samuel	Alec	Karla	Crystal	William	Kimberly	Enijah	April	Jamie	Nabeeha	Edward	Wade	Eileen	Marshall	Gary	David	Dorothy	Robert	William	Kristin	David	John	First Name
James	Maximilian				Anthony	Daniel	Gessel	Ζ	Andrew		Jarod		Lee		Clyde	Andrew	Dorthella	-		Alan	Lynn	Sterling	S	Unger	Ζ	Matthew	Middle Nam Last Name
Waldrop	Vuncanon	Turpin	Thompson	Taylor	Talamantes	Styer	Solorzano	Samuels	Robinson	Ramos	Pace	Leonard	Kreber	Khan	Johnston	Johnson	Johnson	Hoppe	≣	Gilbert	Freidt	Clayton	Chappell	Bethard	Bethard	Baldwin	
															Jr												Suffix
P541388	P502034	P541398	P029966	P535762	P542775	P540847	P535956	P008296	P053885	P532509	P530166	P538012	P107792	P543787	P065790	P545106	P507218	P003489	P050422	P063678	P521939	P080797	P108194	P110014	P077600	P118373	State Office
'EMS Technic Emergency N	'EMS Technic Emergency N	'EMS Technic Emergency N	'EMS Technic Paramedic	'EMS Technic Emergency N	'EMS Technic Emergency N	'EMS Technic Emergency N	'EMS Technic Emergency N	'EMS Technic Paramedic	'EMS Technic Emergency N	'Administrati Paramedic	'EMS Technic Emergency N	'EMS Technic Advanced Em	'EMS Technic Emergency N	State Office Job Title(s) Certification Exp Date													
8/31/25 'Full Time Paid Employee'	9/30/22 'Full Time Paid Employee'	8/31/25 'Full Time Paid Employee'	3/31/25 Full Time Paid Employee	7/31/25 'Full Time Paid Employee'	2/28/26 'Part Time Paid Employee'	8/31/25 'Full Time Paid Employee'		4/30/22 'Part Time Paid Employee'	1/31/25 'Full Time Paid Employee'	3/31/25 'Part Time Paid Employee'	8/31/24 'Part Time Paid Employee'	4/30/25 'Full Time Paid Employee'	1/31/25 'Full Time Paid Employee'	1/31/26 'Part Time Paid Employee'	1/31/23 'Full Time Paid Employee'	2/28/26 'Full Time Paid Employee'	6/30/22 'Full Time Paid Employee'	3/31/24 'Part Time Paid Employee'	3/31/25 'Part Time Paid Employee'	11/30/25 'Part Time Paid Employee'	7/31/24 'Part Time Paid Employee'	2/28/25 'Full Time Paid Employee'	7/31/24 'Part Time Paid Employee'	3/31/24 'Part Time Paid Employee'	1/31/23 'Full Time Paid Employee'	4/30/25 'Full Time Paid Employee'	Date Employment Status



NORTH CAROLINA Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

PROVIDENCE TRANSPORTATION INC.

the original of which was filed in this office on the 12th day of April, 2013.





IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 12th day of April, 2013.

Elaine J. Marshall

Secretary of State

Certification# C201310201414-1 Reference# C201310201414-1 Page: 1 of 3 Verify this certificate online at www.secretary.state.nc.us/verification

arolin,

Office of Emergency Medical Services



Medical Care Commission

Department of Health and Human Services Division of Health Service Regulation

Having met the requirements of North Carolina General Statute 131E-155.1 and the rules of $\,$ the North Carolina Medical Care Commission for the licensing of EMS Agencies Providence Transportation Inc

is hereby issued an EMS Agency License

This License, Number 3028, expires the last day of March, 2026

Division of Heath Service Regulation



Office of Emergency Medical Services

County of Rowan



Department of Emergency Services EMS Division



Application for Ambulance Franchise

The following instructions should assist you in completing the Rowan County Emergency Services' EMS System "Application for Ambulance Franchise". Fill in all appropriate fields with current information. Fields that are not applicable to this application shall have "N/A" inserted.

- Section I must be filled out for all Ambulance Franchise applications and modifications. This page is formatted to be completed electronically and saved for future use.
- 2. For Franchise renewal, only SECTION I and the signature/acknowledgment page is required.
- For Modifications, Section II is required in addition to Section I and the signature/acknowledgment page.
- 4. Franchise modifications retain the expiration date of the original application.
- The document shall be completed electronically, printed upon completion and submitted with original signatures.
- If any of the below information has changed, please update in North Carolina Office of Emergency Services CIS data base prior to submission and highlight below what is new.

While numerous changes to the Franchise Agency Provider's operation require only notification to the Rowan County EMS System and the North Carolina Office of Emergency Medical Service, certain changes will require a Franchise Modification.

Changes requiring local and State notification but not requiring a modification include:

- · Agency contact information
- Annual continuing medical education training plans
- Personnel rosters
- Vehicle changes, additions or deletions

Changes requiring an Application for Ambulance Franchise Modification include:

- Provider Name
- Level of Service
- Location changes, additions or deletions
- Agency Type
- Response Level
- Additional Services provided

SECTION I: PROVIDER INFORMATION

NAME AND ADDRESS (assumed name certific			HE AMBULAN	ICE PROVIDE	R. ¹ Attach a	certified copy	of any
Name: Med-Trans Cor	P						
Address: 209 State Hig	hway 121 By-Pass	Suite 21					
City: Lewisville	State: Texas		Z	p: 75067			
Phone: 940.591,5811	Fax Number:	Email Address:	Chad.Kellum	@gmr.net			
Pager:	Mot	nile: 864.256.53	57				
NAME UNDER WHICH	SERVICE WILL OPERA	TE: ² Novant Hea	ilth MedFligh	t Ground			
NORTH CAROLINA OF	FICE OF EMERGENCY I	MEDICAL SERVIC	ES PROVIDER	NUMBER:	1877		
LEVEL OF SERVICE TO	BE PROVIDED:34	ONVALESCENT	☐ EMT-8	□ЕМТ-І	⊠EMT-P		
PROVIDE A BRIEF DES TRANSPORTATION OF from the North Carolin	PATIENTS.5 Include a	copy of your and	nual continuir	ng medical e	ducation plan	E AND n and a curren	t roster

Med-Trans Corp is a long standing air medical provider of critical care transport for the III and injured patient. Med-Trans will apply the same standards for their affiliated ground services. The driver position of the ground ambulance team will be a minimum NC EMT-B and be current in either EVOC or CEVO. The patient care provider will be at a minimum a NC EMT-P.

DESCRIBE THE NUMBER AND TYPE OF VEHICLES OPERATED BY THE PROVIDER. INCLUDE THE DATE OF THE LAST OEMS INSPECTION AND ITS EXPIRATION.⁶ Attach a current vehicle list from the from the North Carolina Office of Emergency Medical Services CIS data base. If more than 2 vehicles are operated, contact the Emergency Services Office for an amended application.

Unit #: 001 Make: Ford Model: Transit 250 Year: 2018

VIN: 1FDYR2CMXJKA36041 Permit: NC0033091 Inspection Date: 10/2020 Expiration: 10/30/2022

Unit#:

Make:

Model:

Year:

VIN

Permit

Inspection Date:

Expiration:

LIST THE LOCATION AND DESCRIPTION OF LOCATION/LOCATIONS FROM WHICH THE PROVIDER INTENDS TO OPERATE INCLUDING A DESCRIPTION OF THE RESPONSE DISTRICT TAND HOURS OF OPERATION. If more than 2 locations are intended, contact the Emergency Services Office for an amended application. Include a copy of your agency's listing from the North Carolina Office of Emergency Services CIS data base.

Location Name: Novant Health MedFlight Rowan Medical Center

Physical Address: 901 West Henderson Street

City: Sallsbury State: NC Zip Code: 28144

Mailing Address: 901 West Henderson Street

City: Sallsbury State: NC Zip Code: 28144

Phone Number: 704.210.5022

Location Hours of Operation: 24 Location Days of Operation: 7

Location Name:

Physical Address:

City: State:

Zip Code:

Mailing Address:

City:

State:

Zip Code:

Phone Number:

Location Hours of Operation: Location Days of Operation:

INDICATE SERVICES CURRENTLY PROVIDED BY THE APPLICANT. ADDITION OR DELETION OF SERVICES REQUIRES AN
APPLICATION FOR FRANCHISE MODIFICATION.9
AGENCY TYPE: Check One
□ Public
RESPONSE LEVEL: Check One
Primary Emergency Response (receives assignments from ROWAN Telecommunications via radio dispatch)
Primary Non-Emergency Response (schedules/arranges calls through a third-party call center)
ADDITIONAL SERVICES PROVIDED: Check all that apply
Event Standby
☐ Transportation of members/employees
EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)

SECTION II: FRANCHISE MODIFICATION

NAME AND ADDRESS OF THE APPLICANT AND OWNER OF THE AMBULANCE PROVIDER. 1
Name:
Address:
City: Zip:
Phone: Fax Number: Email Address:
Pager: Mobile:
NAME UNDER WHICH SERVICE WILL OPERATE: 2
NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER:
LEVEL OF SERVICE TO BE PROVIDED: 5/4 CONVALESCENT EMT-B EMT-B EMT-P
FOR ADDITIONS OR DELETIONS, PROVIDE INFORMATION BELOW FOR THE AFFECTED LOCATION(S).
ADDDELETE
Location Name:
Physical Address:
City: State: Zip Code:
Mailing Address:
City: State: Zip Code:
Phone Number:
Location Hours of Operation: Location Days of Operation:
INDICATE SERVICES PROPOSED BY THE APPLICANT AS A PART OF THIS APPLICATION FOR FRANCHISE MODIFICATION.
AGENCY TYPE: Check One
PublicPrivate
RESPONSE LEVEL: Check One
Primary Emergency Response (receives assignments from ROWAN via radio dispatch)
Primary Non-Emergency Response (schedules/arranges calls through a third party call center)

ADDITIONAL SERVICES PROVIDED: Check all that apply
Event Standby
Transportation of members/employees
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Annual Continuing Medical Education Training Plan
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Current vehicle listing printed from the North Carolina Office of Emergency Services CIS data base
Current Station listing printed from the North Carolina Office of Emergency Services CIS data base
FOR MODIFICATION APPLICANTS: (include applicable documents listed below)
Certified copy of the UPDATED "Assumed Name Certificate" or Articles of Incorporation.
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7 4-28.(5) of the codified Rowan County Ambulance Ordinance 8 4-28.(6) of the codified Rowan County Ambulance Ordinance
4-28 (6) of the codified Rowan County Ambulance Ordinance
SUBMIT COMPLETED APPLICATION AND REQUIRED DOCUMENTS TO:
Rowan County Department of Emergency Services
2727 Old Concord Road, Suite E

Attn: Bradley Dean, Battalion Chief

Salisbury, NC 28146

This application shall be filled out and submitted to the Rowan County Department of Emergency Services. Upon receipt, the County may request other documentation as needed to judge the ability of the applicant to provide the service(s) or justify the need for such service(s) requested by this application.

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It is the responsibility of the franchise to provide, at all times specified in the franchise, the degree and level of service outlined in this application. This includes but is not limited to, maintaining all appropriate State certifications for vehicle and personnel. Additionally, a minimum number of eight (8) active members credentialed at the level of service indicated, must be represented on the roster to maintain the franchise certificate.

Under normal circumstances the franchise may be terminated by either party with ninety (90) days prior written notice.

I, the undersigned, have reviewed this Application for Ambulance Franchise. I fully approve, support, and endorse this modification with a thorough involvement and understanding of our respective roles and responsibilities in maintaining an EMS System in the State of North Carolina pursuant to the rules of the North Carolina Medical Care Commission.

I, the undersigned, acknowledge that pursuant to 10A NCAC 13P.0401 Components of Medical Oversight for EMS Systems, franchise agencies receive direction and oversight from the Rowan County EMS System. All franchise agencies must comply with the Rowan County Emergency Services EMS Divisions' EMS System Plan with regard to EMS Protocol, Policy and Procedure, as well oversight by the System Medical Director(s) and administrators.

Owner/President/Chlef

Type/print name M. Chad Kellum

4.18-22 Date

\times

Med-Trans dba Med Flight

▲ Update Status

General Information

Physical Address:

901 West Henderson St. Salisbury, NC 28144 Rowan County

Latitude/Longitude Point: 35.6806083,-80.470305

Mailing Address:

901 West Henderson St. Salisbury, NC 28144 Rowan County

Latitude/LongItude Point: 35.6806083,-80.470305

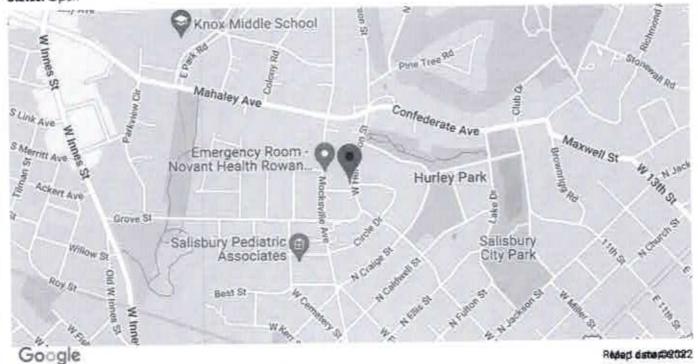
Primary Phone:

Secondary Phone:

Fax:

Website: www.med-trans.com

Status: Open



Last Updated: April 18, 2022 5:06 PM

Agency Number: 0802277

EMS Agency Service Area County(ies):

Vendors:

- Golden Hour Data Systems
- ImageTrend, Inc.

SMAT Team Site: No Associated System(s):

System:Rowan County EMS System, Region: West

Metropolitan Statistical Area:

Services

Service Level: Nurse

Primary Service: Air Medical

Other Services: 911 Response (Scane) with Transport Capability

Configuration

EMD Vendor:

Billing Status: Yes

EMS Agency Specialty Service Capability:

Patient Monitoring Capability(ies):

Crew Call Sign:

Expanded Scope Of Practice: No

Organization

Type: Private, Non-Hospital Status: Non-Volunteer

Agency Attachments

Agency License

Nothing found to display.

Nothing found to display.

Vehicles 6

+ Create

^

VIN	Model Year	Unit Name	Permit	Expiration	Permit Type	Level	Status
1FDYR2CMXJKA36041	2018	Med Flight Ground	NC004547	10/31/2022	Permanent	Paramedic	In Service
N566MT	2017	Med Flight	NC003027	10/31/2023	Permanent	Paramedic	In Service

2 items found, displaying all items.

Export options: CSV | Excel | XML

Vehicle Availability

≯ Edit



Vehicle Type	2-hour Availability	24-hour Availability	Total
Ambulance			1
Rotor Craft (Helicopter)			1

Contacts

+ Add

Roster



Name	Job Title(s)	Certification	Exp Date	Phone Number(s)
Amy E Cherry P013797 \$C025660	EMS Technician (Advanced Emergency Medical Technician) Agency Primary Contact	Paramedic	08/31/2024	
Michael *Chad* C, Kellum 5C011335 P118226	Agency Primary Contact Administrator	Paramedic	01/31/2024	Work: (864)-256- 5357
James William Leitner SC006917 P118895	Agency Primary Contact (Emergency Medical Technician)	Paramedic	06/30/2023	Work: (843)-323- 2350
Joshua Wayne Loyd P508184 SC509901	Medical Director (Emergency Medical Responder)	Paramedic	03/31/2023	
Anne Margaret Perry SC517312 P520208	Training Officer			
William Pearson Sutton P066519 SC529306 WV536447	Agency Primary Contact	Paramedic	12/31/2022	

Personnel Availability

F Edit

t ^

Personnel Type	2-hour Availability	24-hour Availability	Full Time Open Positions	Part Time Open Positions	Full Time	Part Time
EMT-Basic	0	2	i	0	2	0
EMT-Paramedic	0	2	1	0:	3	4

Stations

+ Create

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Name	Location	Phone
Novant Health Med Flight Ground	901 West henderson Street Salisbury , NC 28144 Rowan County	(704) 431-4535

Resource Capabilities

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Туре	Total
Available Ventilators	0
Total Ventilators	2
Available Morgue Capacity	0
Ambulatory Decontamination Capability	0
Non-ambulatory Decontamination Capability	0
EMS Chem Packs	0
Hospital Chem Packs	0

Special Skills

& Edit

^

Skill and number trained or training

Nothing found to display.

ARTICLES OF INCORPORATION OF MED-TRANS CORPORATION

The undersigned natural person of the age of 18 years or more, acting as incorporator of a corporation under the North Dakota Business Corporation Act, adopt the following Articles of Incorporation for such corporation:

ARTICLE I.

The name of said corporation shall be Med-Trans Corporation.

ARTICLE II.

The period of its duration is perpetual.

ARTICLE III.

The purposes for which the corporation is organized are:

General purposes and all purposes allowed under the laws of
the State of North Dakota.

ARTICLE IV.

The aggregate number of shares which the corporation shall have authority to issue is 5,000 with a par value of \$10.00 making a total authorized capitalization of \$50,000.00.

ARTICLE V.

The name of the Registered Agent is Dennis Rohlfs. The Social Security or Federal ID# of the Registered Agent is 504-60-4096. The address of the Registered Office is Bismarck Airport, P.O. Box 2273, Bismarck, ND 58502.

ARTICLE VI.

Regulation of the internal affairs of the corporation shall be governed by its bylaws.

ARTICLE VII.

The name, Social Security number, and address of each incorporator is as follows:

NAME

SS#

ADDRESS CITY STATE ZIP

Dennis Rohlfs

1320 Crestview Lane Bismarck, ND 58501

The above-named incorporator states that I have read the above Articles of Incorporation and know the contents thereof, and believe the statements made therein to be true.

Dated this /3 day of February, 1995.

Dennis Rohlfs

FEES:
Filing.....\$30.00
Consent of Registered Agent....\$10.00
Minimum License Fee......\$50.00
Additional License Fees.....
(Equal to \$10.00 for each additional
\$10,000 in excess of \$50,000)

HED-TRANS.AOI DUMJRK

State of North Dakota



CERTIFICATE OF INCORPORATION

OF

MED-TRANS CORPORATION

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that Articles of Incorporation for the incorporation of

MED-TRANS CORPORATION

duly signed and verified pursuant to the North Dakota statutes governing a North Dakota business corporation, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation to

MED-TRANS CORPORATION

Dated: February 14, 1995

Alvin A. Jaeger Secretary of State

Shink age

Topics	Owner	Due Date
Q1-Virtual Case Review Hyponatremic Pedi/Intubated	Kenny	To Team-11/1/2021 Complete-12/1/2021
Q1- Virtual Case Review Neuro shock	Tommy	To Team-11/1/2021 Complete-12/1/2021
Q2- Poly trauma/RBI	Howard	2/1/2022 3/1/2022
Q2- Misdispatched/Proning	Jodi	2/1/2021 3/1/2022
Q3 - COA	Jodi	5/1/201 6/1/2022
Q3 - Cyanide PO	Wren	5/1/201 6/1/2022
Q4 - HROB- Environmental	Тотту	8/1/2021 9/1/2022
Q4 - NRP Resuscitation - Narc. Delivery	Wren	8/1/2021 9/1/2022

January	Triage	Howard	11/1/202 1
February	Bleeding Tonsils	Jodi	12/1/202
March	RBI	Howard	1/1/2022
April	Burn	Tommy	2/1/2022
May	Cyanide PO	Wren	3/1/2022
June	COA	Jodi	4/1/2022
July	Acid/Base- Dr Shannon	Howard	5/1/2022
August	Environmental	Tommy	6/1/2022
September	HROB / NRP / EOY Exam	Tara Wrer	Wren 7/1/2022
October	Compartment syndrome- Crush		8/1/2022
November	DR. Brown	Wren	9/1/2022
December	Infectious Disease- Dr Simmons	jodi	10/1/202

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MTC Annual Medical Crew Educaion Overview

Med-Trans Corporation requires that each medical crew member attend quarterly simulation training that is held at a contracted facility within the region / program that they are assigned. Scenarios are developed by the Professional Development Team with consideration given to accreditation body requirements and educational needs identified during peer review and quality metrics review. Key equipment and procedure competencies are worked into each of the quarterly simulations to maximize the time an employee spends with their program level educators. Each employee spends between 2-4 hours per quarter for the simulation training. Below is the 2019 plan for quarterly simulations.

	201a bigg for dearrent as	
	Human Patient Simulat	
Content	Provided By	Scenario
Hemorrhage Stroke	Simulation	Adult Emergency Care
Pedl Amputation	Simulation	Pediatric Emergency Care
Cardiogenic Shock	Simulation	Adult ICU
Pedi Failed Airway	Simulation	Pediatric Emergency Care
Pedi Drawning	Simulation	Pediatric ICU
Pedestrian v. Car	Simulation	Adult Emergency Care
Burn	Simulation	Adult Emergency Care
HROB - Shoulder	Simulation	HROB
NRP - Distressed Newborn	Simulation	Neonatal Emergency Care
Endotracheal intubations -		
minimum 1/age group/quarter	Skill Trainer	Skill based station
Alternative airway management	Skill Trainer	Skill based station
Invasive procedures labs	Annual Invasive Skills Lab	Skill based station

Med-Trans utilizes Cornerstone as the Learning Management System for medical crew members. Each month a minimum of one topic is assigned; additional content may be assigned as learning needs are identified. The topics are selected to prepare crew members for simulation as well as address learning needs identified from case reviews. Each module has a questions embedded throughout the presentation as well as a quiz to validate competency at the end. ASTNA continuing education credits are awarded for each module. Modules typically take 30-60 minutes to complete.

	TONE TO DO HIMITATE	
Department of the second	2019 (Ada)	THE PARTY NAMED IN COLUMN TWO IS NOT THE OWNER.
Month	Provided By	Content
January	Cornerstone	IABP Basics
February	Cornerstone	Peds Trauma Overview
March	Cornerstone	Cardiogenic Shock
April	Cornerstone	PALS Review
May	Cornerstone	Drowning
June	Cornerstone	Local Case Review
July	Cornerstone	Pharm Review - Top 10
August	Cornerstone	Lab Data Review
September	Cornerstone	End of Year Exam
October	Cornerstone	Burns
November	Cornerstone	NRP / Stable
December	Cornerstone	Heat / Cold Emergencies

MTC Annual Medical Crew Educaion Overview

Programs offer scope of care specific level education in collaboration with the Professional Development Team.

Below are examples of the program specific education.

AND REAL PROPERTY AND REAL PROPERTY.	Azidivonal Edition	
Content	Provided By	Frequency
Transport Provider Advanced Trauma Course	ASTNA Course	3 years
High Risk Obstetrics	Approved Instructor	Annually
Intra-aortic Balloon Pump	Approved Instructor	Annually
Impelia Device	Approved Instructor	Annually
Ventricular Assist Devices	Approved Instructor	Annually
Advanced Certification Preparation / Review	Approved Instructor	4 years

	NACALITY NO	Addition In last Name Cuffix	Shate Off	Cortificatic Evn Date	Date Employment Status
FIRST Name	Wildlie Ma	Cast Manie Sunia	10540701	Cel mineral Par	
John		Allen	P542/01		
Tyler	James	Allen	P539200	Paramedic	3/31/2026 'Full Time Paid Employee'
Patrick	Henry	Barkley	P125604		'Full Time Paid Employee'
Amy	ш	Cherry	P013797	Paramedic	8/31/2024 'Full Time Paid Employee' Full Time Paid Employee'
David	David	Edwards	P539027	Paramedic	3/31/2026 'Full Time Paid Employee'
Mistv	Ξ	Faavesi	P050307		'Full Time Paid Employee'
loshua	. 4	Gore	P086935	Emergency	6/30/2024 'Full Time Paid Employee'
Douglas	O	Helms	P037084	Paramedic	6/30/2025 'Full Time Paid Employee'
Nicholas	-	Herrington	P118343	Paramedic	3/31/2023 'Full Time Paid Employee'
Cody	Glenn	Jackson	P118433	Paramedic	3/31/2026 'Full Time Paid Employee'
Michael:Chad:	ن	Kellum	P118226	Paramedic	1/31/2024 'Full Time Paid Employee' (Full Time Paid Employee'
lames	William	Leitner	P118895	Paramedic	6/30/2023 'Full Time Paid Employee'
Brian	U	Lonon	P032185	Paramedic	3/31/2024 'Full Time Paid Employee'
Matthew	×	Lonon	P032186	Paramedic	7/31/2022 'Full Time Paid Employee'
Kimberly	Lynette	Lovingood	P118369	Paramedic	8/31/2025 'Full Time Paid Employee'
Pochua	Wavne	Lovd	P508184	Paramedic	3/31/2023 'Part Time Paid Employee'
Ryane	Cash	Peeples	P118233	Paramedic	3/31/2026 'Full Time Paid Employee'
Anne	Margaret Perry	Perry	P520208		'Part Time Paid Employee'
loseph	Q	Stepp	P032633	Paramedic	4/30/2026 'Full Time Paid Employee'
Patrick	œ	Strickland	P014057	Paramedic	3/31/2024 'Full Time Paid Employee'
William	Pearson	Sutton	P066519	Paramedic	12/31/2022 'Full Time Paid Employee'
Leonard	~	Thorpe	P036025	Paramedic	5/1/2025 'Full Time Paid Employee'
Kara		Thurston	P050861	Paramedic	3/31/2026 'Full Time Paid Employee'
Camille		Waldron	P118849		'Full Time Paid Employee'
Ch. Jan	Doco	MAratt	P057056	Emergence	3/31/2024 'Full Time Paid Employee'

County of Rowan



Department of Emergency Services EMS Division



Application for Ambulance Franchise

The following instructions should assist you in completing the Rowan County Emergency Services' EMS System "Application for Ambulance Franchise". Fill in all appropriate fields with current information. Fields that are not applicable to this application shall have "N/A" inserted.

- 1. Section I must be filled out for all Ambulance Franchise applications and modifications. This page is formatted to be completed electronically and saved for future use.
- 2. For Franchise renewal, only SECTION I and the signature/acknowledgment page is required.
- 3. For Modifications, Section II is required in addition to Section I and the signature/acknowledgment page.
- 4. Franchise modifications retain the expiration date of the original application.
- 5. The document shall be completed electronically, printed upon completion and submitted with original signatures.
- 6. If any of the below information has changed, please update in North Carolina Office of Emergency Services CIS data base prior to submission and highlight below what is new.

While numerous changes to the Franchise Agency Provider's operation require only notification to the Rowan County EMS System and the North Carolina Office of Emergency Medical Service, certain changes will require a Franchise Modification.

Changes requiring local and State notification but <u>not</u> requiring a modification include:

- Agency contact information
- Annual continuing medical education training plans
- Personnel rosters
- Vehicle changes, additions or deletions

Changes requiring an Application for Ambulance Franchise Modification include:

- Provider Name
- Level of Service
- Location changes, additions or deletions
- Agency Type
- Response Level
- Additional Services provided

SECTION I: PROVIDER INFORMATION

	THE APPLICANT AND OWN or articles of incorporation		DER. ¹ Attach a certified copy of any
Name: Rowan County Re	escue Squad, Inc.		
Address: 1140 Julian Rd.		+	
City: Salisbury	State: NC	Zip: 28146	
Phone: 704-633-5405 F	ax Number: 704-633-9809	Email Address: allen.carlyle@r	owanrescue.org
Pager:	Mobile: 704	-239-9135	
NAME UNDER WHICH SE	RVICE WILL OPERATE: 2 Rov	van County Rescue Squad, Inc.	
NORTH CAROLINA OFFICE	E OF EMERGENCY MEDICAL	. SERVICES PROVIDER NUMBER:	0800295
LEVEL OF SERVICE TO BE	PROVIDED: ^{3,4} CONVALE	SCENT EMT EMT-I	EMT-P
TRANSPORTATION OF PA	TIENTS. ⁵ Include a copy of	IONS TRAINING AND EXPERIENCE your annual continuing medical of the second seco	education plan and a current roster
County providing BLS resp		nd Non-Emergency dispatched ca	MS certified ambulances in Rowan alls when requested. Currently we
Community College using	the CE program topics and	n the 2 nd Thursday of each mont outlines developed by the Rowa redentials attend continuing edu	h through Rowan-Cabarrus an County EMS System for EMTs and acation with the Rowan County EMS
×			

DESCRIBE THE NUMBER AND TYPE OF VEHICLES OPERATED BY THE PROVIDER. INCLUDE THE DATE OF THE LAST OEMS INSPECTION AND ITS EXPIRATION. Attach a current vehicle list from the from the North Carolina Office of Emergency Medical Services CIS data base. If more than 2 vehicles are operated, contact the Emergency Services Office for an amended application.

Unit #: 916 Make: Chev Model: Van Year: 2013

VIN: 1GBZUCL2C1127092 Permit: NC002131 Inspection Date: 01/05/2021 Expiration: 01/31/2023

Unit #: 914 Make: Dodge Model: Year: 2017

VIN: 3C7WRLCL3JG194126 Permit: NC003561 Inspection Date: 01/05/2021 Expiration: 01/31/2023

LIST THE LOCATION AND DESCRIPTION OF LOCATION/LOCATIONS FROM WHICH THE PROVIDER INTENDS TO OPERATE INCLUDING A DESCRIPTION OF THE RESPONSE DISTRICT ⁷ AND HOURS OF OPERATION⁸. If more than 2 locations are intended, contact the Emergency Services Office for an amended application. Include a copy of your agency's listing from the North Carolina Office of Emergency Services CIS data base.

Location Name: Rowan County Rescue Squad

Physical Address: 1140 Julian Rd.

City: Salisbury State: NC Zip Code: 28146

Mailing Address:

City: State: Zip Code:

Phone Number:

Location Hours of Operation: Location Days of Operation:

Location Name:

Physical Address:

City: State: Zip Code:

Mailing Address:

City: State: Zip Code:

Phone Number:

Location Hours of Operation: Location Days of Operation:

INDICATE SERVICES CURRENTLY PROVIDED BY THE APPLICANT. ADDITION OR DELETION OF SERVICES REQUIRES AN APPLICATION FOR FRANCHISE MODIFICATION. ⁹
AGENCY TYPE: Check One
⊠Public
RESPONSE LEVEL: Check One
Primary Emergency Response (receives assignments from ROWAN Telecommunications via radio dispatch)
Primary Non-Emergency Response (schedules/arranges calls through a third-party call center)
ADDITIONAL SERVICES PROVIDED: Check all that apply
Event Standby
EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)

SECTION II: FRANCHISE MODIFICATION

NAME AND ADDRESS OF THE APPLICANT AND OWNER OF THE AMBULANCE PROVIDER. 1
Name:
Address:
City: State: Zip:
Phone: Fax Number: Email Address:
Pager: Mobile:
NAME UNDER WHICH SERVICE WILL OPERATE: 2
NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER:
LEVEL OF SERVICE TO BE PROVIDED: 3,4 CONVALESCENT EMT-B EMT-B EMT-P
FOR ADDITIONS OR DELETIONS, PROVIDE INFORMATION BELOW FOR THE AFFECTED LOCATION(S).
ADDDELETE
Location Name:
Physical Address:
City: State: Zip Code:
Mailing Address:
City: State: Zip Code:
Phone Number:
Location Hours of Operation: Location Days of Operation:
INDICATE SERVICES PROPOSED BY THE APPLICANT AS A PART OF THIS APPLICATION FOR FRANCHISE MODIFICATION.9
AGENCY TYPE: Check One
Public Private
RESPONSE LEVEL: Check One
Primary Emergency Response (receives assignments from ROWAN via radio dispatch)
Primary Non-Emergency Response (schedules/arranges calls through a third party call center)

ADDITIONAL SERVICES PROVIDED: Check all that apply
Event Standby
Transportation of members/employees
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Rowan County Department of Emergency Services 2727 Old Concord Road, Suite E Salisbury, NC 28146
Attn: Bradley Dean, Battalion Chief

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I, the undersigned, acknowledge that pursuant to 10A NCAC 13P.0401 Components of Medical Oversight for EMS Systems, franchise agencies receive direction and oversight from the Rowan County EMS System. All franchise agencies must comply with the Rowan County Emergency Services EMS Divisions' EMS System Plan with regard to EMS Protocol, Policy and Procedure, as well oversight by the System Medical Director(s) and administrators.

Type/print name

4/24/2022 Date

'EMS Techr Emergency Medica 6/30/2024 'Part Time Unpaid Employee'	12/31/2023 'Part Time Paid and Part Time Unp	3/2/2025 'Part Time Paid and Part Time Unp
'EMS Techr Emergency Medica 6/3	'EMS Techr Paramedic 12/3	'EMS Techr Emergency Medica
P020868	P116835	P025573
Wensil	Yetton	York
¥		Σ
Jeffrey	Steven	Phillip

aid Employee'

Time Unpaid Employee' 'Part Time Unpaid Employee' 'Part Time Paid and Part Time Unpaid Employee' aid Employee' 'Part Time Unpaid Employee' 'Full Time Unpaid Employee' 'Full Time Unpaid Employee'

ne Paid and Part Time Unpaid Employee' 'Part Time Paid and Part Time Unpaid Employee'

aid Employee'

aid Employee'

aid Employee' aid Employee'

aid Employee' aid Employee' 'Part Time Paid and Part Time Unpaid Employee'

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Casey Robinson, Assistant Tax Collector

DATE: June 6, 2022

SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

DescriptionUpload DateTypeAPRIL 2022 VTS REFUNDS6/6/2022Cover MemoMAY 2022 TAX REFUNDS6/6/2022Cover Memo



6/24/22

	APRIL 2	022 VT	S REFU	NDS	PERIFFE			0121122
TAXPAYER NAME	ADDRESS 1	September 11 Company	СІТУ	STATE	NAME OF TAXABLE PARTY.	TRANS#	REFUND REASON	REFUND
BAILEY, DOUGLAS GRANT	2007 WEBB RD		SALISBURY	NC	28146	162673786	Vehicle Sold	1.24
BAILEY, DOUGLAS GRANT	2007 WEBB RD		SALISBURY	NC	28146	162673782	Vehicle Sold	8.36
BLACKMON, DENISE ANN	PO BOX 954		ROCKWELL	NC	28138	162673798	Vehicle Sold	27.72
CHANG, CHIA	1150 HAWKSBURY DR		CHINA GROVE	NC	28023	162673790	Vehicle Sold	132.96
DAYVAULT, PHILIP MAXIMILIAN	1237 BLUEBERRY RD		SALISBURY	NC	28147	162673796	Vehicle Sold	326.13
DEAL, RUPERT WADE	116 LENTZ ST		ROCKWELL	NC	28138	163609502	Tag Surrender	103.15
DEVOR, NATHANIAL SCOTT LYNSEY	1340 STANDING OAK DR		SALISBURY	NC	28146	328412584	Situs error	27.22
DRY, VICKIE WILLIS	1150 LANDOVER DR		SALISBURY	NC	28147	164117604	Vehicle Sold	57.69
ERVIN, GARY LANE	1805 LONDON RD		MOORESVILLE	NC	28115	162996236	Vehicle Sold	198.33
ESTATE OF JAMES RAY BARGER	6030 STATESVILLE BLVD		SALISBURY	NC	28147	163687060	Vehicle Sold	20.35
FISHER, KARL EMMETT JR	301 E 18TH ST		KANNAPOLIS	NC	28083	246045912	Vehicle Sold	36.24
FORRESTER, JOSEPH CHRISTOPHER	2413 WOODRIDGE DR		FORT MILL	SC	29715	244494369	Reg . Out of state	145.10
GARDNER, NIKKILYNN	309 HICKORY LN		SALISBURY	NC	28147	162995386	Mileage	35.28
HALE, CYNDRA GITTINS	1139 PADDOCK CIR		ROCKWELL	NC	28138	162995394	Vehicle Sold	1.61
HANNOLD, GREGORY MARK	480 EPPERSON RD		SALISBURY	NC	28147	162934342	Tag Surrender	78.39
HARGETT, LAURA EAGLE	601 S WHITEHEAD AVE		SPENCER	NC	28159	162996242	Vehicle Sold	178.90
HARRIS, LOIS HATHCOCK	4550 WOODLEAF BARBER RD		CLEVELAND	NC	27013	164206256	Tag Surrender	39.90
HARTMAN, MISTY WALKER	2250 GOLD KNOB RD		SALISBURY	NC	28146	164206260	Vehicle Sold	278.46
HILL, DANNY LEE	9265 FISHER RD		ROCKWELL	NC	28138	162996232	Vehicle Sold	3.56
HILL, NICHOLAS TYLER	9265 FISHER RD		ROCKWELL	NC	28138	162996230	Vehicle Sold	106.79
HINKLE, FRANCES COOKE	655 HACKETT ST		SALISBURY	NC	28144	162673780	Vehicle Sold	2.71
HOPPER, BARRY LEE	2145 FAITH RD		SALISBURY	NC	28146	164030594	Vehicle Sold	20.37
LESLIE, ROBERT OWEN	102 BROOKSHIRE DR		SALISBURY	NC	28146	164030596	Vehicle Sold	40.19
LYONS, THERL LUKE	522 S CHURCH ST		SALISBURY	NC	28144	244494327	Used incorrect date	28.78
MANN, BRIAN GRIFFITH	9055 MANN RD		KANNAPOLIS	NC	28081	163617676	Vehicle Sold	59.63
MARTINE, JOSEPH MICHAEL JR	1345 STANDING OAK DR		SALISBURY	NC	28146	328588232	Situs error	44.00
MARTINE, JOSEPH MICHAEL JR	1345 STANDING OAK DR		SALISBURY	NC	28146	328588236	Situs error	21.18
MAULDIN, CLAUDIA GAIL	1026 FRALEY ST	APT B	SALISBURY	NC	28146	164117584	Over Assessment	21.66
MUJIC, OMER	1220 LANDOVER DR		SALISBURY	NC	28147	164206250	Tag Surrender	18.59
NEWSOME, GREGORY INGRAM	240 FAIRFIELD LN		SALISBURY	NC	28146	163617630	Vehicle Sold	26.36
NEWSOME, GREGORY INGRAM	240 FAIRFIELD LN		SALISBURY	NC	28146	163617660	Vehicle Sold	47.63
NISBET, STEVEN THOMAS	330 PALOMINO DR		SALISBURY	NC	28146	163305330	Vehicle Sold	23.22
NORMAN, ANISSA KICHELE	301 ROSEMONT AVE		KANNAPOLIS	NC	28081	245426505	Vehicle Sold	71.76

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						TOTAL:	\$ 4,577.67
YOST, GARY STEVEN	429 SPRING ARBOR AVE	SALISBURY	NC	28146	245426523	Vehicle Sold	145.32
WINTERS, CLAYTON CHARLES	208 SUMMER LOOP	DEATSVILLE	AL	36022	246309351	Reg . Out of state	256.48
WILLIAMS, STEPHEN CAPERS	426 WINDSOR DR	SALISBURY	NC	28144	245426457	Vehicle Sold	129.77
WALKER, MARY JEAN	106 N BEAVER ST	LANDIS	NC	28088	244387638	Tag Surrender	227.21
TROUTMAN, BRANDON EMERY	806 CRANE CREEK RD	SALISBURY	NC	28146	163617652	Vehicle Sold	22.34
TEASLEY, MAMMIE HOLMES	2620 GRUBB FERRY RD	SALISBURY	NC	28144	162673800	Vehicle Totalled	23.07
TAYLOR, HATTIE LADSINE	300 KNOLLWOOD AVE	SALISBURY	NC	28144	244494339	Vehicle Sold	109.84
STOUGH, SHELIA TORRENCE	107 N ROSE AVE	KANNAPOLIS	NC	28083	164206258	Vehicle Totalled	82.22
SHEETS, SANDRA REYNOLDS	2040 MARINA POINTE RD	SALISBURY	NC	28146	163617646	Vehicle Sold	293.57
RUSSELL, DORIS THOMPSON	2175 MARY ST	CHINA GROVE	NC	28023	164030612	Vehicle Sold	11.93
ROSEMAN, TRISTON HUNTER	425 ROGERS RD	CHINA GROVE	NC	28023	163617616	Vehicle Sold	8.24
ROBICHAUD, GERARD F	1202 N WALNUT ST	KANNAPOLIS	NC	28081	244494333	Vehicle Sold	428.06
RATCLIFFE, JOHN MICHAEL	1130 FOXGATE LN	MOORESVILLE	NC	28115	162673792	Vehicle Sold	78.34
PLESS, LONNIE PAGE	1365 PATRICIA DR	KANNAPOLIS	NC	28081	244493094	Vehicle Sold	319.05
PHILLIPPE, ALEXIS MACABA WATFORD	1116 EDGEDALE DR	SALISBURY	NC	28144	245414205	Mileage	25.21
PEACOCK, MARK ALAN	180 FIELD TRCE	MOORESVILLE	NC	28115	164030614	Vehicle Sold	54.47
PARKINSON, ERIC EAMON	360 PALOMINO DR	SALISBURY	NC	28146	163617642	Vehicle Totalled	129.09

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		MAY 2022 TA	X REFU	INDS		Si di		Promise Ja	20 20 00
TAXPAYER 1	TAXPAYER 2	ADDRESS 1	ADDRESS 2		France	- Java			
AHP SERVICING		440 S LASALLE ST	ADDRESS &	CHICAGO	STATE	the state of the latest	DESCRIPTION	PARID	REFUND
ALLEN HAZEL LIVING TRUST THE		1550 HURLEY SCHOOL RD	-	SALISBURY	NC	-	1021 SCALES ST	011 279	- months of
BEARDEN EDDIE LEON JR	BEARDEN JACQUELINE	240 ROBIN RD		CHINA GROVE	_	-	1514 LUDWICK HEIGHTS LN	062 018	46.8
BREWER-IVES KELLIE MICHELE		309 STEEPLE GATE DR		MOORESVILLE	NC		240 ROBIN RD	138 022000002	1.1
BURTON MICHELLE SPEER		PO BOX 226		TOTAL CONTRACTOR CONTR	NC		PERSONAL PROPERTY	182836	37.0
CARLSON MATTHEW		725 ROY CLINE RD		ROCKWELL	NC		PERSONAL PROPERTY	S6348635.129	history
CART WORKS INC		10185 OLD CONCORD RD			NC.		725 ROY CLINE RD	430A092	699.0
CECIL CECIL & BARKER PA		PO BOX 5666		HIGH POINT	NC.	-	10185 OLD CONCORD RD	164815	36,6
CHASTAIN TIMOTHY EUGENE		190 RED LEAF UN	_	The state of the s	NC	The second	505 AIRPORT RD	156 288	2,245.0
CKEZEPIS & BRIGHT LAW PLLC		16745 BIRKDALE COMMONS PKWY #C		CHINA GROVE	NC		190 RED LEAF LN	147 087	381.0
COLD RIVER LAND LLC		PO BOX 2249	_	HUNTERSVILLE	NC:		2222 S JAKE ALEXANDER BLVD	071 038	10.0
COOK AUTUMN &		802 RAYLEWOOD CT	-	CUMMING	GA		312 JARED STEELE LN	0651013	89.6
DAVIS SETH AUSTIN		200 JOHNSTONE RD	-	GREENSBORO	NC	_	705 WHITE CRANE RD	611 050	2,082.9
DECOSTER KRISTA H		1111 LIZZIE LN	-	CLEVELAND	NC		PERSONAL PROPERTY	999742	51.74
DONNA CHARLENE MCCALL		532Z TANBARK LANE	-	SALISBURY	NC.		1111 LIZZIR LN	176725	21.8
DUNAWAY MARY JOHNSON		512A W BANK ST	_	KANNAPOLIS	NC		MV BILL	MVBILL5111	5.35
EFIRD ELBERT'S & WF		The state of the s		SALISBURY	NC:		512A W BANK ST	351 025	262.00
FULLER KATHY M	1	223 HIDDEN POND LN	-	CHINA GROVE	NC	28023	PERSONAL PROPERTY	102974	9.50
GRAHAM JOHN LEE		804 CYPRESS ST		GREENSBORO	NC	THE RESIDENCE AND ADDRESS OF	0 N LONG ST	052 069A	51.85
GRANT ROLAND E &		220 SPICEWOOD LN		SALISBURY	NC.	28147	220 SPICEWOOD LN	4648048	760.00
HARDY KIM & HUS		1125 DIAL ST		KANNAPOLIS	NC		1125 DIAL ST	133A102A	273.00
HOSCH CALVIN W		4580 PATTERSON RD		CHINA GROVE	NC	28023	4580 PATTERSON RD	223 043	46.00
IOHNSON MICHAEL JAMES		510 CALDWELL ST		SALISBURY	NC	28144	510 S CALDWELL ST	009 267	118.63
IOPLIN BILLY RAY		525 BRINGLE FERRY RD		SALISBURY	NC	28144	102 LIVELY ST	034 026	1,060.00
KELLY PARNELL IR & WF		144 BLUEFIELD DR		CHINA GROVE	NC	28023	144 BLUEFIELD DR	224 058	6.88
KETCHIE MICHAEL PAUL		PO BOX 232		EAST SPENCER	NC	28039	1221 GRADY ST	012 066	757.28
KEY BEN PRESTON		210 DOVE MEADOW DR		SALISBURY	NC	28147	PERSONAL PROPERTY	121872	603.04
LEE DAVID NATHANIEL		7040 LONG BRANCH RD		SALISBURY	NC		PERSONAL PROPERTY	174624	8.23
LERETA LLC	Andrew Education Control	465 MEADOW LN		MOORESVILLE	NC		PERSONAL PROPERTY	174814	3.08
LERETA LLC	ATTN: REFUNDS DEPT	PO OBX 35605		DALLAS	TX		2517 W C ST	2498021	943.68
LIPPARD JONATHAN KEITH	ATTN: REFUNDS DEPT	PO 8OX 35605	4	DALLAS	TX	and staffared	1434 N MAIN ST	004 084	303.40
		2860 W INNES ST		SALISBURY	NC	The second second	PERSONAL PROPERTY	125718	54.04
MERRITT LAW PLLC		1610 DALE EARNHARDT BLVD	3	KANNAPOLIS	NC		401 GRACE ST	008 190	1,733.24
MERRITT LAW PLLC		1610 DALE EARNHARDT BLVD		KANNAPOLIS	NC		925 W HORAH ST	009 231	2,369.06
MONROE NANCY P		1192 BIRD DOG TRL		ROCKWELL	NC	100,000,000,000	1192 BIRD DOG TR	361A015	50.00
NANCE & OVERBEY, PLLC	IOLTA TRUST ACCOUNT	214 E. INNES STREET		SALISBURY	NC	The second second	550 WESTSIDE CIR	123A101	The state of the s
NEWMAN BRITTANY ELIZABETH		235 MELLOW RUN RD		GOLD HILL	NC	THE PERSON NAMED IN COLUMN	235 MELLOWRUN DR	381 054	661.19
NORWGOD ARMSTRONG & STOKES PLLC		2133 SOUTHEND DR SYE 108		CHARLOTTE	NC		140 GRANTS CREEK RD	478C267	216.00
PARKER JEFFREY WAYNE		11137 BRINGLE FERRY RD		SALISBURY	NC		O BRINGLE FERRY RD		1.61
ARKS JANE REX		6725 LOWDER RD		SAUSBURY	NC		O SHERRILLS FORD RD	507 004	136.38
PATEL ROHIT		137 STAFFORD ESTATES DR		SALISBURY.	NC		137 STAFFORD ESTATES DR	455 099	18.61
AMSUE PATRICK THOMAS		16775 DOOLEY RD		CLEVELAND	NC		16775 DOOLEY RD	4068144	19.44
EID MARY ANN ROBINSON		619 LINCOLNTON RD		SALISBURY	NC	-	The state of the s	702 007	46.00
ANDRA L KNOX	IOLTA TRUST ACCOUNT	19410 JETTON RD STE 130		CORNELIUS	NC	28035	140 MOUNTAIN VIEW RD 1005 SPRING MEADOW DR	755 088	204.72
ELECT PORTFOLIO SERVICING, INC.		3217 SOUTH DECKER LAKE DR		SALT LAKE CITY	UT			815A038	31.23
ELECT PORTFOLIO SERVICING, INC		3217 SOUTH DECKER LAKE DR		SALT LAKE CITY	-		1810 OLD MOCKSVILLE RD	324 063	1,563.90
HELBY PETHEL & HUDSON PA		122 N LEE ST		SALISBURY	UT		1810 OLD MOCKSVILLE RD	324 063	78.20
PEAKER LORI F		1314 AUTUMN RIDGE DR			NC NC		PERSONAL PROPERTY	268 009	7.03
TANCIL JEFFREY S	STANCIL LORIE E	255 ROBIN RD		DURHAM CHIMA CROWE	NC		303 S IREDELL AVE	033 313	609.00
TRICKLAND KELLY W				CHINA GROVE	NC		0 WHITE AVE	249C110	5.91
STRUCKLAND KELLY W		5211 IRISH POTATO RD		KANNAPOLIS	NC		O TREXLER ST	4078005	-

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			4			TOTAL:	\$ 20,614.19
WOOD CATHERINE MARY	521 3RD E5 ST	I SALISBURY	INC	2024	Jar Sho St		
WILHELM NATHANIEL W &WF		SALISBURY	215	28144	521 3RD ST	027 031	229.97
The state of the s	5709 OLD CONCORD RD	SAUSBURY	NC	28146	5709 OLD CONCORD RD	414 01801	677.12
WHITE DWAYNE ANDRE	PO BOX 632	EAST SPENCER	NC	28039	102 MITCHELL ST	026 202	167.00
WEALTH CAP HOLDINGS LLC	393 NICHOL MILL LN STE 260	FRANKLIN	TN	37067	413 S HUDSON AVE	033 185	45.55
WALTER ALLIE FRANKLIN III	8241 WRIGHT RD	KANNAPOLIS	NC	-	8241 WRIGHT RD	247 114	
THE KANIA LAW FIRM P.A.	82 PATTON AVE SUITE 500	ASHEVILLE	NC.	THE RESIDENCE OF THE PARTY OF T	610 ST PETERS CHURCH RD	368 072	9.00 570.00
STURM PATRICK B	2306 MCGILL ST	KANNAPOLIS	NC	_	PERSONAL PROPERTY	153335	20.00

Janua Parnell Jax Collector

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Sheriff Auten

DATE: 6/20/22

SUBJECT: MOU between Rowan County Sheriff Office and Rowan-Cabarrus Community College

Rowan-Cabarrus Community College would like to extend memorandum of agreement with the Rowan County Sheriff's Office to provide Security at the North Campus. The current salary is estimated around \$44,000 and will reimbursed every 6 months by the College. The College would also like to use part-time officers for security as needed at a rate of pay of \$30 per hour. Paid directly to the officer from the College. The start date of the MOU will be adjusted based on when the agreement is approved and signed by the County Manager.

Attached is the MOU with needed edits.

It is recommended that the Board of Commissioners authorize the County Manager to sign a memorandum of agreement between Rowan County Sheriff Office and Rowan-Cabarrus Community College to provide security at the North Campus.

ATTACHMENTS:

DescriptionUpload DateTypeMOU6/7/2022Cover Memo

MEMORANDUM OF AGREEMENT

between

THE ROWAN COUNTY SHERIFF'S OFFICE

and

ROWAN-CABARRUS COMMUNITY COLLEGE

for

SECURITY SERVICES ON NORTH CAMPUS

THIS MEMORANDUM OF AGREEMENT (hereinafter, the "MOA" or the "Agreement") is made and entered into on ______ (hereinafter, "Effective Date") by and between the Rowan County Sheriff's Office (hereinafter, "RCSO") and Rowan-Cabarrus Community College (hereinafter, the "College") (collectively, the "Parties").

WHEREAS, the College desires to have a law enforcement presence on and about its North Campus in Salisbury, NC to provide for the safety and security of all students, employees, and visitors.

WHEREAS, RCSO wishes to assign a full-time armed and sworn Deputy as the College Resource Officer and to permit its sworn law enforcement officers to engage in part-time, secondary employment as the College's security force (collectively, the "Deputies") in order to enhance the safety and security of the College's North Campus, and its students, employees, and visitors;

WHEREAS, both Parties desire to enhance cooperation and communication between and amongst them and to build positive relationships between law enforcement and College employees and students;

WHEREAS, the College and RCSO desire to set forth the specific terms and conditions of the services to be performed and provided in this MOA.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Article I. Term: The Term of this Agreement shall be 24 months beginning on the Effective Date and ending on June 1, 2024 unless terminated earlier as provided herein.

Article II. Termination of Agreement: Any party's participation in this MOA may be terminated by that party, with or without cause, upon ninety (90) days written notice to the other party.

Article III. Full-Time Campus Resource Officer:

Section 3.01 During the Term of this Agreement, RCSO shall assign one (1) full-time Deputy Sheriff to act as the College Resource Officer (hereinafter, "CRO") on the College's North Campus. The CRO shall provide dedicated law enforcement protection and patrol on and within the College's North Campus for forty (40) hours per week.

Section 3.02 While on-duty, on-campus, the CRO will report to and work closely with the College's Director of Campus Safety and Security.

Section 3.03 The work schedule for the CRO will generally be 0730-1530 Monday through Friday but will be set monthly as agreed upon by the College's President or designee and the Sheriff or designee.

Section 3.04 In exchange for the assignment of the full-time CRO, the College will reimburse Rowan County for the wages and applicable benefits to the Deputy assigned to work at RCCC. Payment will be invoiced by RCSO every 6 months and paid by the College net 30 days.

Section 3.05 The Sheriff, in his discretion, shall assign to the College a sworn Deputy who demonstrates a capability to relate to the College's personnel, student, and parents; function efficiently in the College's environment; and further public relations and goodwill. The Sheriff will consult with the College in connection with the assignment of the CRO and in the event an assigned CRO becomes unsatisfactory to the College, the College shall make its concern known to the Sheriff and the Sheriff will take reasonable corrective actions, up to and including removal and replacement of the assigned CRO.

Section 3.06 The CRO shall be considered an employee of the Sheriff and not of the College. The College shall not be responsible for any worker's compensation benefits or damages incurred by the CRO while performing any duty under this Agreement. It is further agreed that the College shall not be responsible for any damage to persons or property (including damages or injuries to the CRO) arising out of the CRO's duties under this Agreement.

Section 3.07 RCSO agrees to provide all equipment, training, vehicles, and weapons for the CRO at the College without additional costs to the College.

Section 3.08 In addition to the responsibilities articulated in Article V of this Agreement, the CRO shall have the following responsibilities:

- (a) Assist with the collection of data and completion of reports required by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (the "Clery Act").
- (b) Act as Agency Liaison, maintaining administrative supervision over the Deputies in parttime employment of the College, coordinating their work schedules, and entering their schedules into the online scheduler system. The CRO will be the first line Supervisor to all other Rowan County deputies that work on the North Campus and will provide oversight, and act as a liaison between the officers and the College's Director of Campus Safety & Security.

Article IV. Part-Time Security Officers:

Section 4.01 The College may also employ RCSO Deputies, in off-duty status, as part-time Security Officers (the "Secondary Employment").

Section 4.02 Security Officers will be employed as part-time College employees and paid at a standard rate of \$30.00 per hour. Security Officers will be entitled to the same access to campus amenities as any other part-time College employee. As part-time College employees, Security Officers are subject to all College policies, rules, and requirements.

Section 4.03 Security Officers will have an RCSO vehicle available for their use during the Secondary Employment.

Section 4.04 Subject to Section 4.03 above, RCSO agrees to provide the necessary equipment, training, and weapons for the RCSO employees serving as Security Officers at the College without additional costs to the College.

Article V. Responsibilities of All Deputies

Section 5.01 Deputies will be certified by the State of North Carolina and meet all requirements as set forth by the North Carolina Sheriff's Education and Training Standards Commission and the Sheriff's policy for the position.

Section 5.02 Deputies shall wear the official law enforcement uniform or other apparel issued by RCSO at all times while serving on College property and shall make best efforts to maintain high visibility at all times when practical and safe to do so, especially in areas where incidents of crime or violence are most likely to occur. Deputies will patrol the campus on foot as well as in their marked RCSO vehicles. The Parties acknowledge that school policing is intended to promote a safe, welcoming, and inclusive environment for all students, staff, and other members of the College community while recognizing that sworn law enforcement officers have constitutional, statutory, and professional standards by which they are bound. Deputies will engage in a community policing style and be a welcoming presence in order to build relationships with campus staff and students.

Section 5.03 Deputies may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety and security of the College community or visitors, and/or intervene with staff or students when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope and duration in light of the nature, or the circumstances presented and shall be reasonably calculated to protect the physical safety of members of the College community while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and policies. Deputies must immediately notify the College Director of Public Safety of any arrest or other disruption on campus.

Section 5.04 Deputies shall focus their efforts on preventing and responding to crimes that

threaten the safety and security of the College community or visitors. Minor infractions, such as expired tags, and violations that do not affect the safety, security, or operation of the College shall not be pursued by Deputies and, to the extent necessary to comply with the Deputies' law enforcement responsibilities, shall instead be reported to RCSO dispatch for referral to the City of Salisbury Police Department ("SPD"). SPD will also be called to take all criminal reports and conduct investigations. Deputies will ensure all assigned equipment, including but not limited to College radio, County radio, and cell phones, are in proper working order. Deputies must monitor Channel 1 on the College radio at all times.

Section 5.05 Deputies shall follow the direction of the College's Director of Public Safety, including the Post Orders for the post that they are assigned to.

Section 5.06 Deputies are Campus Authorities as identified in Title IX.....and as such shall report any related incidents to their Supervisor.

Article VI. Student Discipline

The College, not RCSO or any individual Officer, has primary responsibility for maintaining order in the College environment and for investigating and responding to student disciplinary matters. The College shall be solely responsible for implementing the Student Code of Conduct and discipline policies. Deputies shall refer any reports or concerns relating to student discipline to the Vice President of Student Success Services and shall not independently investigate or administer consequences for violations of the Student Code of Conduct or any College disciplinary rules.

Article VII. Confidentiality; Access to Student Records

Section 7.01 Deputies shall comply with all applicable laws, regulations, and College policies, including but not limited to laws, regulations, and policies regarding access to confidential student records, provided that Deputies shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers. Deputies may have access to confidential student records or to any personally identifiable information of any College student as defined in 34 C.F.R. 99.3, only to the extent allowed under the Family Educational Rights and Privacy Act ("FERPA") and applicable College policies and procedures. Deputies shall not automatically have access to confidential student records or personally identifiable information in those records simply because they are conducting a criminal investigation involving a student or for general non-specific purposes. College officials may, however, share relevant confidential student records and personally identifiable information contained in those records with Deputies under any of the following circumstances:

Section 7.02 The Deputy is acting as a "school official" (as it relates to accessing student records) as defined in 34 CFR 99.31 because he or she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed.

Section 7.03 The Deputy has written consent from a parent or eligible student to review the records or information in question.

Section 7.04 The College reasonably determines that disclosure to the Deputy without parental consent is necessary in light of a significant and articulable threat to one or more person's health or safety.

Section 7.05 The disclosure is made pursuant to a valid subpoena or court order, provided that advance notice of compliance is provided to the parent or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed.

Section 7.06 The information disclosed is "directory information" as defined by the College's policy and the parent or eligible student has not opted out of the disclosure of directory information.

Section 7.07 The disclosure is otherwise authorized under FERPA, its implementing regulations, and applicable College policies and procedures.

Article VIII. Other Law Enforcement Duties

Section 8.01 The Parties agree that this MOA is for extra law enforcement service and is not intended to eliminate or replace basic law enforcement services that are provided to the College by the Sheriff in the course of RCSO's ordinary law enforcement responsibilities or those of the Salisbury Police Department.

Section 8.02 Deputies will not leave campus while on duty except for the following exception: It is understood and expected that from time to time a Deputy assigned to or employed by the College may be called to emergency duty in areas other than the College and the immediate surrounding area. If this occurs, RCSO agrees to give notice to the College Director of Public Safety the Deputy as soon as reasonably possible and to make all efforts to return the Deputy to his College post as soon as reasonably possible. Further, RCSO agrees that substantially all the time and efforts of the assigned CRO shall be addressed toward providing law enforcement services to the College and the immediate surrounding areas. Should the CRO be called to emergency duty in areas other than the College and the immediate surrounding area, RCSO agrees to use all reasonable efforts to prioritize the assignment of a replacement Deputy.

Article IX. Coordination and Cooperation Between the Parties

Section 9.01 RCSO will perform an annual familiarization walk of the campus with officers most likely to respond to acts of violence at the College.

Section 9.02 The College will provide a current site plan and building floor plans to RCSO annually.

Section 9.03 In coordination with the College, RCSO will participate in the design, coordination, facilitation, and response to two public safety preparedness exercises per year (usually once during the spring semester and once during the fall semester). The College will pay for material costs associated with the exercise (training props etc.)

Section 9.04 To the extent allowed by law, the Parties agree to coordinate the sharing of information about crimes that may pose a serious threat to the health or safety of the campus and near-campus communities to facilitate the issuance of Clery Act-required timely warnings and emergency notifications.

Section 9.05 The primary point of contact for any issues associated with the day-to-day administration of this Agreement will be the CRO for RCSO, and the Director of Public Safety for the College.

Article X. Miscellaneous

Section 10.01 Neither RCSO nor the College shall discriminate based on race, color, national origin, religion, sex, gender identity or sexual orientation, disability, military or veteran status, or age.

Section 10.02 RCSO and the College shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of any other party hereto. Each Party agrees to assume liability for its own acts or omissions, or the acts or omissions of its employees and agents, during the term of this Agreement to the extent permitted under North Carolina law.

Section 10.03 This Agreement shall be governed by the laws of the State of North Carolina.

Section 10.04 This Agreement may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this MOA. Notwithstanding the foregoing, the Parties may develop additional policies and procedures by consent to implement this MOA. Further, each Party may develop internal policies and procedures to implement their respective obligations under this MOA.

Section 10.05 If any provision of this MOA shall be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

Section 10.06 There are no third-party beneficiaries to this MOA. Nothing in this MOA shall create or give to third parties any claim or right of action against either Party.

Section 10.07 The Parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation reasonably requested by the other demonstrating such compliance.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the dates set forth below.

ROWAN-CABARRUS COMMUNITY COLLEGE

Dr. Carol S. Spalding, President

Date

ROWAN COUNTY SHERIFF'S OFFICE

Date

Aaron Church, Rowan County Manager

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 6/20/22

SUBJECT: Contract - Boys & Girls Homes of NC, Inc. for DSS

Department of Social Services would like to enter into a contract with Boys & Girls Homes of North Carolina to provide therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022 - June 30,2023 and will not exceed \$240,000.

Attached is the proposed contract with Boys & Girls Homes of NC, Inc.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Boys & Girls Homes of North Carolina, Inc. to provide therapeutic foster care services in an amount not to exceed \$240,000.

ATTACHMENTS:

DescriptionUpload DateTypeContract6/13/2022Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

	Aaron Church, Rowan County Manager
FROM:	Micah Ennis, Director
DEPT:	Social Services
DATE:	5/19/2022
SUBJECT:	Boys & Girls Homes of NC, Inc.
PURPOSE O	F CONTRACT:
This vendor	provides Level 2-4 therapeutic foster care to children in DSS custody.
	CONTRACT CERTIFICATION
D	
	ting this memorandum, I agree that I have:
1. Read a	ting this memorandum, I agree that I have: nd understand the terms of the contract.
 Read a To the l 	ting this memorandum, I agree that I have: nd understand the terms of the contract. nest of my knowledge the terms, amount and activities surrounding
 Read a To the l 	ting this memorandum, I agree that I have: nd understand the terms of the contract.
 Read a To the l this control 	ting this memorandum, I agree that I have: nd understand the terms of the contract. nest of my knowledge the terms, amount and activities surrounding

DATE

Signature of Director

Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Boys & Girls Homes of North Carolina, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 58-1387871 and DUNS Number (required if funding from a federal funding source). 055357587

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) Combined Federal Certifications (Attachment C)
	(5) Conflict of Interest Policy (Attachment D)
	(6) No Overdue Taxes (Attachment E)
	(7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
	(8) Certification of Transportation (Attachment J)
	 (9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf (10)Certain Reporting and Auditing Requirements (Attachment L)
	(11)State Certification (Attachment M)
	(12)Attachment N - Non-Discrimination, Clean Air, Clean Water
	(16) 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 on7/1/2022 and shall terminate on 6/30/2023, 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 \$ 240,000.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds
	This amount consists of \$\frac{1}{4} \text{Pederal funds (CPDA #\frac{1}{4}), \$\frac{1}{4} \text{If State Punds, \$\frac{1}{4} \text{In County funds}
	\(\sigma\) a. There are no matching requirements from the Contractor.
	☐ b. The Contractor's matching requirement is \$, which shall consist of:
	☐ In-kind ☐ Cash
	☐ Cash and In-kind ☐ Cash and/or In-kind
	The contributions from the Contractor shall be sourced from non-federal funds.
Th	ne total contract amount including any Contractor match shall not exceed \$240,000.00.

6. Reversion of Funds:

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

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

IF DELIVERED	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
County Mailing Address	Micah M. Ennis, Director Rowan 1813 East Innes Street Salisbury NC 28146	Name & Title Micah M. Ennis, Director County Rowan Street Address 1813 East Innes Street City, State, Zip Salisbury NC 28146
Telephone Fax Email	704.216.8422 704.638.3041 Micah.Ennis@rowancountync.gov	

For the Contractor:

IF DELIVERED E	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title	Anna Scharff	Name & Title Anna Scharff
Company Name	Boys & Girls Homes of North	Company Name Boys & Girls Homes of North Carolina,
Carolina, Inc.		Inc.
Mailing Address	PO Box 127	Street Address 400 Flemington Drive
City State Zip	Lake Waccamaw, NC 28450	City State Zip Lake Waccamaw, NC 28450
Telephone	910-356-0341	
Fax	910-646-2243	
Email	anna.scharff@bghnc.org	

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - · Validity and accuracy of payment
 - · Payment due date
 - · Adequacy of documentation supporting payment
 - · Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (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:

(can be delted if not needed)

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 duplicate originals, with one original being retained by each party.

	4128/22
Signature	Date
Printed Name	CEO
Printed Name	Title
COUNTY	5/27/2022
Signature (must be legally authorized to sign contracts for County DSS)	Date
Micch Eunis	DIRECTOR
Printed Name	Title
This instrument has been pre-audited in the manner required by the Local Governme	ent Budget and Fiscal Control Act.
Signature of County Finance Officer	Date

Relationships of the Parties

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

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

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check 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. 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, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

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

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.

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.

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.

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.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's 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.

Boys & Girls Homes of North Carolina, Inc. During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

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 County. 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. 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.

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 Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, 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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

Boys & Girls Homes of North Carolina, Inc. or phrase shall be read to include the plural and vice versa.

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 published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 58-1387871 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: Boys & Girls Homes of North Carolina, Inc.
- 2. If different from Contract Administrator Information in General Contract:

Address

Telephone Number:	Fax Number:	Email:	
3. Name of Program (s):			
4. Status: Pub	lic Private, N	ot for Profit	Private, For Profit
5. Contractor's Financial	Reporting Year July	through June	
B. Explanation of Service	ces to be provided and t	o whom (inclu	de SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Therapeutic Foster Care/Residential Treatment Level 2/Residential Child Caring Institution

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates		
	Age 0-5	Age 6-12	Age 13+
Foster Care			
Therapeutic Foster Care	\$514	\$654	\$698
Residential Treatment (Level 2)			
Child Placing Agency	\$1,472	\$1,637	\$1,702
Residential Child Caring Institution	\$4,318	\$4,510	\$4,580
Standard Board and Treatment Rates	Daily Rates		
	Board	Treatment*	
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88	
Residential Treatment Level 3, 5+ beds	\$33	\$189.75	
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71	
Residential Treatment Level 4, 5+ beds	\$40	\$315.71	

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.

F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities

G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 2. Share all information needed to ensure a good match/appropriate placement.
- Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Provide Services:

- Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- 6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.

- For placements involving mental health treatment (Levels 2-4, PRTF), provide case
 management including development and maintenance of Person-Centered Plan and oversee
 requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- Notify County immediately when a child receives emergency care, is hospitalized, is placed
 in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local
 authorities immediately upon discovering a child is missing.
- When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- 7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- Attend court hearings and provide information to the court as needed. If attendance is not
 feasible, review report prior to court. Private Partner should provide a written summary to the
 court regarding each child's progress.
- Provide County a minimum 30 day grace period prior to discharge of any child so that an
 appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the
 Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- Discuss potential medication changes with the child's social worker, and provide written
 notification of medication changes or current medication list within 24 hours of changes, and
 upon discharge.
- 12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

- Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - Visitation agreement (if applicable).
 - j. Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

- Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review
 each child's progress toward meeting the goals of the out-of-home services agreement and
 treatment plan.
- Conduct in-person visits with each child at least once a month in the placement provider's home.
- Monitor and assure implementation of all aspects of a child's treatment plan, including courtordered visitation by parent/guardian.
- 4. Enroll/withdraw the child in school.
- Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.

- 2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
- Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
- Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
- Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
- Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
- 8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
- 9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

(Date Submitted)

(Signature of Contractor)

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke:
 - The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]
 - [] He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

- [N] He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- 5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

	CEO
gnature	Title
Boys + birls Hoves of Mc, Inc	4/28/22
Contractor Name Bays and 15:015 Hores of North Cardina, Inc	Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. 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.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - 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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace:
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 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:
 - i. Abide by the terms of the statement; and
 - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) 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)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - 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
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Addres	, ,	6		1	4		
Street	400	Fle	mmin	9700	Ocive		
City, Sta	ate, Zip Co		Lake		canaw	, NC	28450
Street							
City, Sta	ate, Zip Co	de					

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- 4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 that contain provisions for children's services and that all subgrantees shall certify accordingly.

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- 1. By signing and submitting this document, 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 originate may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant will provide immediate written notice to the person to whom this 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, 45 CFR Part 76. You may contact the person to whom 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 document that it will include the 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 by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Boys & Girls Homes of North Carolina, Inc.

- 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

- The prospective lower tier participant certifies, by submission of this document, 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.

V. Certification Regarding Lobbying

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

- 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more 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 \$10,000,00 and not more than \$100,000,00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- 1. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- 5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog
 of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

a. contract b. grant a. Bid/offer/application b. initial Award cooperative agreement cooperative and Address of Prime: cooperative agreement cooperative agree	Type of Federal Action:	2. Status of Feder	al Action:	Report Type:
Prime Subawardee Tier (if known) Congressional District (if known) Prime Congressional District (if known) Congressional Distr	b. grant cooperative agreement loan e. loan guarantee	☐ b. Initial Awar	d	b. material change For Material Change Only: Year Quarter
Prime Subawardee Tier (if known) Congressional District (if known) Prime Congressional District (if known) Congressional Distr	Name and Address of Reporting Entity		5. If Reporting Er	ntity in No. 4 is Subawardee, Enter Name
8. Federal Action Number (if known) 9. Award Amount (if known) \$ 10. a. Name and Address of Lobbying Entity (if individual, last name, first name, Mf): (attach Continuation Sheet(s) SF-LLL-A, if necessary)	Prime Subawardee Tier (if known)		and Address o	f Prime:
8. Federal Action Number (if known) 9. Award Amount (if known) \$ 10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	Federal Department/Agency:		7. Federal Program	n Name/Description:
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, Mi): (attach Continuation Sheet(s) SF-LLL-A, if necessary)		/	CFDA Number (if applicable)
(if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary) 11. Amount of Payment (check all that apply): \$	Federal Action Number (if known)		9. Award Amount	(if known) \$
11. Amount of Payment (check all that apply): \$				
\$	(attach Continuation Sheet(s) SF-LLL-A	A, if necessary)	(attach Contin	nuation Sheet(s) SF-LLL-A, if necessary)
D. one-time fee C. commission D. one-time fee D. ontime fee D. ont	11. Amount of Payment (check all that ap	olys:	13. Type of Paymer	nt (check all that apply):
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(attach Continuation Sheet(s) SF-LLL-A, if necessary): 15. Continuation Sheet(s) SF-LLL-A attached: 16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Federal Use Only Authorized for Local Reproduction	12. Form of Payment (check all that apply a. cash b. In-kind; specify: Nature	·):	b. one-time fer c. commission d. contingent to deferred	ree
Member(s) contacted, for Payment Indicated in Item 11(attach Continuation Sheet(s) SF-LLL-A, if necessary): 15. Continuation Sheet(s) SF-LLL-A attached: 16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Federal Use Only Yes No Signature: Print Name: Title: Telephone No: Date: Telephone No: Authorized for Local Reproduction				
16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Signature: Print Name: Title: Telephone No: Date: Telephone No: Authorized for Local Reproduction				
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	title 31 U. S. C. section 1352. This dis- activities is a material representation of reliance was placed by the tier above was made or entered into. This disclo- pursuant to 31 U. S. C. 1352. This information in the congress semi-annual available for public inspection. Any per the required disclosure shall be subject not less than \$10,000 and not more the such failure.	closure of lobbying of fact upon which when this transaction sure is required formation will be ly and will be erson who fails to file at to a civil penalty of	Print Name:	Date:
	Federal Use Only			

Boys & Girls Homes of North Carolina, Inc. CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

Notary Public for said County and State, certify that President/CEO of Boys and Girls Homes of NC and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 31st day of July , 2021. Sworn to and subscribed before me this 28 th day of April Thank N. Connor (Official Seal) My Commission expires 9/29/2024 Instruction for Organization: Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Signature of Organization Official



FOR BOARD OF TRUSTEES

Board of Trustees are volunteers elected to a position of trust. As a result, even the appearance of conflict of interest is serious. Any conduct considered to be unethical will constitute grounds for disciplinary action up to and including dismissal from the Board. It is impossible to cover all the circumstances that may be called a *conflict of interest*, however, some of them may be:

- Ownership, in whole or in part, either directly or through a relative, of a vendor company.
- · Relatives employed or owning vendor companies.
- Direct employment or retention as a consultant by a vendor company.
- External employment with a competitor, or one providing same services as the Agency, while serving on the Board of BGHNC.
- · Officer holder or directorates in vendor companies.
- Using your position with BGHNC to avoid meeting any legal, financial, or moral responsibility for which you are responsible.
- Accepting gifts, gratuities, or rebates from vendors or clients.

When concern arise that a transaction or decision by you or another board member may be a conflict of interest, please discuss it with the Board Chair.

I acknowledge receipt of this policy. I understand that changes in operations may create a need to change/update this policy as necessary, with or without notification.

As a representative of the Board of Trustees for the Boys and Girls Homes of North Carolina, Inc., I will be expected to abide by policies, procedures, child-caring regulations, licensing, accreditation, and financial practices established for Board members. I also understand that failure to follow policies, procedures, or Agency regulations may lead to board discipline, resignation, or dismissal.

Print Name	Signature
Date	Relationship to Agency

Nationally Accredited by Council on Accreditation (COA)



CODE OF ETHICS POLICY

BGHNC prohibits the preferential treatment of members of the governing body, voluntary board, personnel, or consultants in application for and receipt of the Agency's services. BGHNC also prohibits the practice of steering or directing referrals of its applicants, clients, or their families to private practice in which the Agency professional personnel or consultants may be engaged. Professional staff who leave the Agency for private practice shall not accept or provide services to client/families of the Agency.

Board members, employees, and paid consultants of BGHNC shall have no direct or indirect financial interest in the assets, leases, business transactions, or professional services of the Agency. They will also agree to disclose in writing any personal or business relationship, prior to engaging in or dealing with, transactions or professional services on behalf of the Agency.

BGHNC shall not accept any payment or other consideration from another provider of services for referring applicants or clients to the provider of services or for referral of the Agency.

An employee of BGHNC accepts responsibility for personal behavior and ethical job performance beyond the requisites of ordinary employment. It is expected that staff members of the Agency will:

- Perform in a manner that will provide the highest quality of care for the children and families served, and
 understand that the Board of Trustees and management must keep this goal of service above the personal
 needs and wishes of staff.
- · Carry out assignment for the Agency in such a manner as to bring credit to him/herself and the Agency.
- · Refrain from activities that do or may create a conflict of interest.

Because a violation of the Code of Ethics can damage the reputation of the Agency and place programs/services in jeopardy, it is essential to report any suspected ethical violation to the Risk Management/Compliance Specialist (if employee) or the Board Chair (if Board of Trustees member).

I acknowledge receipt of this policy. I understand that changes in operations may create a need to change/update this policy as necessary, with or without notification.

As a representative of the Board of Trustees for the Boys and Girls Homes of North Carolina, Inc., I will be expected to abide by policies, procedures, child-caring regulations, licensing, accreditation, and financial practices established for Board members. I also understand that failure to follow policies, procedures, or Agency regulations may lead to board discipline, resignation, or dismissal.

Print Name	Signature
Date	Relationship to Agency

Nationally Accredited by Council on Accreditation (COA)





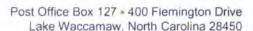
NON-EMPLOYEE CONFIDENTIALITY STATEMENT

The Federal Government (HIPAA Law, 1996) defines Confidential Information as **anything** that can be used to identify a particular person. This includes such things as name, address, relatives, social security number or any other unique identifier.

The requirement for handling confidential information has been explained to me by Risk Management/Compliance. I also agree to the following statements:

- I will not disclose or discuss any Confidential Information with others, including friends or family, who do not
 have a need to know.
- I will not in any way divulge, copy, release, sell, loan, alter or destroy any Confidential Information except as properly authorized.
- I will not discuss Confidential Information where others can overhear the conversation.
- I will not make any unauthorized transmissions, inquiries, modifications or purging of Confidential Information.
- I agree that my obligations under this Statement will continue after expiration of my contract or my relationship ceases with the Agency.
- Upon contract expiration or cessation of relationship with the Agency, I will immediately return any documents or media containing Confidential Information to the Agency.
- I understand I have no right to any ownership interest in any information accessed or created by me during my relationship with the Agency.
- I understand that violation of this Statement may result in disciplinary action, up to and including termination of authorization to work/volunteer with the Agency, in accordance with the Agency's policies.

Print Name	Signature	
Date	Relationship to Agency	





Date of Certification February 1, 2022

To: Rowan County

Certification:

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

Sworn Statement:

David V. Wyatt and Ricky Creech being duly sworn, say that we are the Board Chair and President/CEO, respectively, of Boys and Girls Homes of NC, Inc. of Lake Waccamaw in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

David V. Wyatt, Board Chair

Ricky Creech, President/CEO

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

(Notary Signature and Seal)

My Commission Expires: 9/29/20

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

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

- Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
- 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;
- 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;
- 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 Rowan 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 Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients:
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
- Disclosing, at the outset of the contract, upon renewal and upon request, any criminal
 convictions or other reasons for disqualifications from participation in Medicare,
 Medicaid or Title XX programs (signature on this form confirms this statement).

Signature

Title

Agency/Organization North Covery Tre Date

4/78/22

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service Exempt Organizations Determinations P.O. Box 2508 Cincinnati, OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.



CINCINNATI OH 45999-0038

In reply refer to: 0248222025 Mar. 21, 2016 LTR 4168C 0 58-1387871 000000 00 Input Op: 0248222025 00021273

BODC: TE

BOYS AND GIRLS HOME OF NORTH CAROLINA INC PO BOX 127 LAKE WACCAMAW NC 28450-0127



029085

Employer ID Number: 58-1387871 Form 990 required: ves

Dear Taxpayer:

This is in response to your request dated Mar. 10, 2016, regarding your tax-exempt status.

We issued you a determination letter in March 1980, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) (3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0248222025

Mar. 21, 2016 LTR 4168C 0 58-1387871 000000 00 Input Op: 0248222025 00021274

BOYS AND GIRLS HOME OF NORTH CAROLINA INC PO BOX 127 LAKE WACCAMAW NC 28450-0127

Sincerely yours,

Doris P. Kenwight

Doris Kenwright, Operation Mgr.

Doris Kenwright, Operation Mgr. Accounts Management Operations 1

State Certifications

Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter 64/Article 2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/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 (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby 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
- (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.
- 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:	Boys and Girls Homes of North	Carolina, Inc.	
Contractor's Authorized Agent:	Signature	>	Date 4 28 7 Z
	Printed Name Ricky Creech	Title CEO	
Witness:	Signature		Date 4/28/22
	Printed Name Arma School SF	Title Depaty	Chief Admin stratice office
he witness should	d be present when the Contractor's Authorized Ag	ent signs this certificat	ion and should sign and date this

T document immediately thereafter.

ATTACHMENT N

Rowan 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.
- 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)

- 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

BOS one Girls Hones of North (coding, Agency/Organization

Date

(Certification signature should be same as Contract signature.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/30/2021

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

If	PORTANT: If the certificate holder is SUBROGATION IS WAIVED, subject to is certificate does not confer rights to	the te	erms	and conditions of the p	olicy, ce	rtain policies						
PRO	DUCER				CONTA	T Nora Vest	al					
ION	NES AND PEACOCK, INC.				PHONE	(336) 8		FAX	(336) 8	180-2338		
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	POLICY PRO-							PRODUCTS - COMP/OP AGG	\$ 3,00	0,000		
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	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$ 500,			
_	DESCRIPTION OF OPERATIONS below		-							E.L. DISEASE - POLICY LIMIT	\$ 500,	
	Professional Liability			DHDK3304034		06/20/2024	06/20/2022	Aggregate Limit	\$3,0	00,000		
4				PHPK2294924		06/30/2021	06/30/2022	Each Professional Incident Limit	***	00,000		
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	Rowan County Department of S 1813 E. Innes St.	Social S	ervice		ACC	EXPIRATION I	DATE THEREO TH THE POLIC NTATIVE	ESCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIVER Y PROVISIONS.	RED IN	DBEFORE		
	Salisbury			NC 28146	1		1 or	a Vesta				

(Rev. December 2014) Department of the Treasury Internal Revenue Service

Request for Taxpayer **Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; of	do not leave this line blank.								
	BOYS & GIRLS HOMES OF NC, INC									
22	2 Business name/disregarded entity name, if different from above									
Print or type Specific Instructions on page	3 Check appropriate box for federal tax classification; check only one of the formula individual/sole proprietor or	tion Partnership			Exem	remptions ain entitie actions o apt payer aption from	s, not i n page code	ndividu 3): (If any)	als;	see
Pri	☐ Other (see instructions) ►				(Applie	s fa account	maintai	ned outsic	fe the L	U.S.J
See Specifi	5 Address (number, street, and apt. or suite no.) PO BOX 127 6 City, state, and ZIP code LAKE WACCAMAW, NC 28450	Re	quester'	s name	and ad	idress (or	otional)			
	7 List account number(s) here (optional)									
Par	Taxpayer Identification Number (TIN)									
	your TIN in the appropriate box. The TIN provided must match the na			ocial se	curity	number			_	
	up withholding. For individuals, this is generally your social security nue ant alien, sole proprietor, or disregarded entity, see the Part I instruction				٦.		1_			
entitie	s, it is your employer identification number (EIN). If you do not have a									
	n page 3.		or		14	(d) 11				-
	If the account is in more than one name, see the instructions for line lines on whose number to enter.	1 and the chart on page 4 f	or E	mployer	Identi	ification	numbe	ır	-	4
guide	mies on whose humoer to enter.		5	8	- 1	3 8	7	8 7	1	
Par	Certification		_		-			_	-	-
Bell bearing	penalties of perjury, I certify that:									
	e number shown on this form is my correct taxpayer identification nur	mber (or I am waiting for a r	umber	to be is	sued	to me);	and			
2. la Se	m not subject to backup withholding because: (a) I am exempt from b rvice (IRS) that I am subject to backup withholding as a result of a faile longer subject to backup withholding; and	ackup withholding, or (b) I I	nave no	t been	notifie	d by the	e Inter			
3. la	m a U.S. citizen or other U.S. person (defined below); and									
4. The	FATCA code(s) entered on this form (if any) indicating that I am exem	pt from FATCA reporting is	correc	t.						
intere gener instru	ertification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding ecause you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage iterest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and enerally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the structions on page 3.						d			
Sign		Date	3	-30	000	4				
	neral Instructions	Form 1098 (home mortga (tuition)	ige Intere	est), 109	8-E (st	udent los	an inter	est), 10	98-7	1
	n references are to the Internal Revenue Code unless otherwise noted.	• Form 1099-C (canceled of	febt)							
	edevelopments. Information about developments affecting Form W-9 (such station enacted after we release it) is at www.irs.gov/fw9.	 Form 1099-A (acquisition 				2				
	pose of Form	Use Form W-9 only if yo provide your correct TIN.	u are a U	I.S. pers	on (inc	cluding a	resider	it alien)	, to	
return	ividual or entity (Form W-9 requester) who is required to file an information with the IRS must obtain your correct taxpayer identification number (TIN)	If you do not return Form to backup withholding. See	What is	backup					e sut	bject
numbe	may be your social security number (SSN), individual taxpayer identification or (ITIN), adoption taxpayer identification number (ATIN), or employer ication number (EIN), to report on an information return the amount paid to	By signing the filled-out 1. Certify that the TIN you			orrect (or you ar	e waiti	ng for a	nun	nber

you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

 Form 1099-DiV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

. Form 1099-B (stock or mutual fund sales and certain other transactions by

. Form 1099-K (merchant card and third party network transactions)

. Form 1099-INT (interest earned or paid)

. Form 1099-S (proceeds from real estate transactions)

brokers)

to be issued).

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectivety connected income, and

Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 6/20/22

SUBJECT: Contract – Echelon Consulting for DSS

Department of Social Services would like to enter into a contract with Echelon Consulting to provide therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022 - June 30,2023 and will not exceed \$150,000.

Attached is the proposed contract with Echelon Consulting.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Echelon Consulting for therapeutic foster care services in an amount not to exceed \$150,000.

ATTACHMENTS:

DescriptionUpload DateTypeContract6/13/2022Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

TO:	Aaron Church, Rowan County Manager
FROM:	Micah Ennis, Director
DEPT:	Social Services
DATE:	5/19/2022
SUBJECT:	Echelon Consulting
PURPOSE O	F CONTRACT:
This vendor	provides Level 2-4 therapeutic foster care to children in DSS custody.
	CONTRACT CERTIFICATION
	ting this memorandum, I agree that I have:
	nd understand the terms of the contract.
2. To the	best of my knowledge the terms, amount and activities surrounding
this contr	act are compliant with North Carolina General Statutes, the Rowan
County Pu	rchasing Policy and any applicable regulations.
	secured and attached in MUNIS the Certificate of Insurance.
2/	5/27/2022

DATE

Signature of Director

Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Echelon Consulting (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or <u>Social Security Number</u> is 27-0111795 and DUNS Number (required if funding from a federal funding source).

1.	Contract Documents: This Contract consists of the following documents: (1) This contract
	(2) The General Terms and Conditions (Attachment A)
	(3) The Scope of Work, description of services, and rate (Attachment B)
	(4) Combined Federal Certifications (Attachment C)
	(5) Conflict of Interest Policy (Attachment D)
	(6) No Overdue Taxes (Attachment E)
	(7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
	(8) Certification of Transportation (Attachment J)
	(9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf (10)Certain Reporting and Auditing Requirements (Attachment L)
	(11)State Certification (Attachment M)
	(12)Attachment N - Non-Discrimination, Clean Air, Clean Water
	(16) 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 on7/1/2022 and shall terminate on 6/30/2023, 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 \$ 150,000.00 This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds
	☑ a. There are no matching requirements from the Contractor.
	b. The Contractor's matching requirement is \$, which shall consist of:
	☐ In-kind ☐ Cash
	☐ Cash and In-kind ☐ Cash and/or In-kind
Т	The contributions from the Contractor shall be sourced from non-federal funds. he total contract amount including any Contractor match shall not exceed \$150,000.00.
	Reversion of Funds:
J.	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 I	BY US POSTAL SERVICE	IF DELIVERED	BY ANY OTHER MEANS
County Mailing Address	Micah M. Ennis, Director Rowan 1813 East Innes Street Salisbury NC 28146	County Street Address	Micah M. Ennis, Director Rowan 1813 East Innes Street Salisbury NC 28146
Telephone Fax Email	704.216.8422 704.638.3041 Micah.Ennis@rowancountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS		
Name & Title Company Name Mailing Address	Alex Wright Echelon Consulting 7209J East WT Harris Blvd STE		Alex Wright Echelon Consulting 10400 Mallard Creek RD STE 206	
207 City State Zip	Charlotte NC 28227	City State Zip	Charlotte NC 28262	
Telephone Fax Email	704-594-9119 704-594-9915 awright@echeloncare.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:

(can be delted if not needed)

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 duplicate originals, with party.	th one original being retained by ea
a = 0	1/127/2022
Signature	Date
Alex 1.70. A	CEU
Printed Name	Title
COUNTY	5/27/2072
Signature (must be legally authorized to sign contracts for County DSS)	
Micoh Ennis	Director
Printed Name	Title
This instrument has been pre-audited in the manner required by the Local Government	ent Budget and Fiscal Control Act.
Signature of County Finance Officer	Date

Relationships of the Parties

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

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

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check 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. 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, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

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

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.

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.

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.

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.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's 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.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

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 County. 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. 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.

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 Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, 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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

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 published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B - Scope of Work Federal Tax Id. or SSN 27-0111795 Contract

A. CONTRACTOR INFORMATION

- 1. Contractor Agency Name: Echelon Consulting
- 2. If different from Contract Administrator Information in General Contract:

Address

Telephone Number:	Fax Number:	Email:	
3. Name of Program (s	s):		
4. Status:	ablic Private, N	ot for Profit	Private, For Profit
5. Contractor's Finance	ial Reporting Year Janu	ary through I	December
B. Explanation of Serv	vices to be provided and	o whom (incl	ade SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Level 3 Residential / 4 Beds

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Monthly Rates			
Age 0-5	Age 6-12	Age 13+	
\$514	\$654	\$698	
\$1,472	\$1,637	\$1,702	
\$4,318	\$4,510	\$4,580	
Dai			
Board	\$1,637 \$4,510		
\$43	\$232.88		
\$33	\$189.75		
\$43	\$315.71		
\$40	\$315.71		
	\$1,472 \$4,318 Dai Board \$43 \$33 \$43	Age 0-5 Age 6-12 \$514 \$654 \$1,472 \$1,637 \$4,318 \$4,510 Daily Rates Board Treatment* \$43 \$232.88 \$33 \$189.75 \$43 \$315.71	

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- Share all information needed to ensure a good match/appropriate placement.
- Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Provide Services:

- Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs.
 Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.

- For placements involving mental health treatment (Levels 2-4, PRTF), provide case
 management including development and maintenance of Person-Centered Plan and oversee
 requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- Notify County immediately when a child receives emergency care, is hospitalized, is placed
 in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local
 authorities immediately upon discovering a child is missing.
- 2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- Attend court hearings and provide information to the court as needed. If attendance is not
 feasible, review report prior to court. Private Partner should provide a written summary to the
 court regarding each child's progress.
- Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- 12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

- Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - Documentation of custody.
 - Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - Visitation agreement (if applicable).
 - i. Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

- Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
- Conduct in-person visits with each child at least once a month in the placement provider's home.
- Monitor and assure implementation of all aspects of a child's treatment plan, including courtordered visitation by parent/guardian.
- 4. Enroll/withdraw the child in school.
- Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.

- 2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
- Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
- Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
- Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
- Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
- 8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
- 9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

(Date Submitted)

(Signature of Contractor)

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]

[]	He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or
	has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or
	employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member
	of Congress in connection with a covered Federal action;

OR

[] He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5.	The Contractor shall	I require its subcontractors	if any	, to make the same	certifications and disclosure

Signature

Title

Ealely Coyself. Tre

Contractor Name

Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. 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.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - 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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 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:
 - Abide by the terms of the statement; and

Address

- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) 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)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - 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
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street	See 4Hear ?	<u></u>
City, State, Zip Code		
Street		
City, State, Zip Code		

Echelon Consulting Inc

Echelon 1 --- 4508 Carriage Drive Circle Charlotte NC 28205

Echelon 3 --- 4724 Carriage Drive Circle Charlotte NC 28205

Echelon 4 --- 6135 Elgywood Lane Charlotte NC 28213

Echelon 5 --- 1535 Peachtree Road Charlotte NC 28216

Echelon Office --- 10400 Mallard Creek Road STE 206 Charlotte NC 28262

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 that contain provisions for children's services and that all subgrantees shall certify accordingly.

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- 1. By signing and submitting this document, 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 originate may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant will provide immediate written notice to the person to whom this 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, 45 CFR Part 76. You may contact the person to whom 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 document that it will include the 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 by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Echelon Consulting

- 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

- The prospective lower tier participant certifies, by submission of this document, 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.

V. Certification Regarding Lobbying

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

- 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- 1. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify
 the nature and value of the in-kind payment.
- 12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Echelon Care

10400 Mallard Creek Road STE 206

Charlotte, NC 28269

Phone: 704-594-9119 Fax: 704-594-9915

Web: www.echeloncare.com

To: Mecklenburg County

Date: 4/21/2022

Conflict of Interest Policy

It is the policy of Echelon Consulting, Inc. that no administrative staff, committee member, or staff member shall unethically profit, or in any other way, benefit from the activities or programs of the corporation. Service as an administrative staff, committee member, or staff member that create a situation that may result in conflicts of interest or questions regarding the objectivity and credibility of our service delivery will not exist. Echelon Consulting, Inc. expects all individuals associated with our corporation to behave in a professional and ethical manner, to disclose real or perceived conflicts and to recluse themselves from service delivery, discussions or decisions related to real or perceived conflicts of interest. The intent of this policy is to maintain professional and ethical credibility and confidence of our consumers, families, area programs/LME(s), and other stakeholders that decisions, actions and service delivery on the part of the administrative staff, committee member, or staff member will assure fairness, objectiveness and impartiality in regards to the business of Echelon Care, Inc.

The above policy prohibits administrative staff, committee members, or staff members of Echelon Consulting, Inc. from soliciting or accepting, directly or indirectly, on behalf of himself or herself or any member of the employee's household, any gift, including but not limited to any gratuity, service, favor, food, entertainment, lodging, transportation, loan, loan guarantee or any other things of monetary value, from any consumer, family, person or entity that has interests that may be substantially affected by the performance or nonperformance of the employee's duties and responsibilities.

Signature of Authorized Official

2

Notary Public

My Commission expires

DOWNA M. North Carping (A)

DOWNA M. North Carping

DOWNA M. North Carping

North Public North Carping

North Public North Carping

North Carping (A)

North Carping

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MY COMPIL



Echelon Consulting

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

- 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.
- 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:

##ContractorName##

Name of Organization

Signature of Organization Official

Date

Echelon Care

10400 Mallard Creek Rd STE 206 Charlotte, NC 28262

Phone: 704-594-9119 Fax: 704-594-9915

Web: www.echeloncare.com

OVERDUE TAXES

Date: 4/21/2022

To: Mecklenburg County

Certification:

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

Sworn Statement:

Alex Wright being duly sworn, say that I am Board Chair or Authorized Official, respectively, of Echelon Consulting Inc. of Charlotte in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair or Authorized Official

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."

2022.

Notary Public

My Commission expires 4

DONNA M. HOUSE April 16, 2024



ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

- Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
- 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;
- 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;
- 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 Rowan County Department of Social Services;
- 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 Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
- Disclosing, at the outset of the contract, upon renewal and upon request, any criminal
 convictions or other reasons for disqualifications from participation in Medicare,
 Medicaid or Title XX programs (signature on this form confirms this statement).

Signature

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service Exempt Organizations Determinations P.O. Box 2508 Cincinnati, OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter-64/Article-2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/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

- 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
- (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:	Ectelor Cassit- In	
Contractor's Authorized Agent:	Signature O	Date 1/2012022
	Printed Name Alex De. CA	Title CSO
Witness:	Signature Mut W	Date 4/29/2022
	Printed Name (New Chembiss	Title Operations Divertor

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

Rowan 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.
- 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.
- 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

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)



CERTIFICATE OF LIABILITY INSURANCE

1/6/2022

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

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

PRODUCER	NAME: Kimberly Wilson						
Wade Associates, LLC	PHONE (A/C, No. Ext): (704) 892-9297 FAX (A/C, No.): (704) 896						
P.O. Box 1209	E-MAIL ADDRESS: kwilson@wadeict.com						
212 S Main Street	INSURER(S) AFFORDING COVERAGE		NAIC #				
Davidson, NC 28036	INSURER A: Philadelphia Indemnity Insur	18058					
INSURED	INSURER B: Accident Fund General Insurance Co 12304						
Echelon Consulting Inc., DBA: Echelon Care	INSURER C:						
7209 East WT Harris Blvd., Suite 207	INSURER D :						
Charlotte, NC 28262	INSURER E :						
	INSURER F:						
COVERAGES CERTIFICATE NUMBER: 2022-2023	DEVISION NUM	IDED.					

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

NSR	TYPE OF INSURANCE		TYPE OF INSURANCE		TYPE OF INSURANCE		TYPE OF INSURANCE		TYPE OF INSURANCE		TYPE OF INSURANCE IN		R TYPE OF INSURANCE IN		TYPE OF INSURANCE		VVD POLICY NUMBER	JMBER POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	s 1,000,000															
			PHPK2363533	2/17/2022	2/17/2023	MED EXP (Any one person)	s 5,000															
						PERSONAL & ADV INJURY	\$ 1,000,000															
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 3,000,000															
	X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 3,000,000															
	OTHER:						5															
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000															
A	ANY AUTO					BODILY INJURY (Per person)	\$															
•	ALL OWNED SCHEDULED AUTOS		PHPK2363533	2/17/2022	2/17/2023	BODILY INJURY (Per accident)	\$															
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$															
							\$															
	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$ 1,000,000															
A	EXCESS LIAB CLAIMS-MADE					AGGREGATE	s 1,000,000															
	DED X RETENTION \$ 10,000		PHUB798050	2/17/2022	2/17/2023		\$															
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X PER STATUTE ER																
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT	\$ 1,000,000															
			WCV6135779	12/13/2021	12/13/2022	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000															
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000															
A	Sexual/PhyAbuse/Molestation		PHPK2363533	2/17/2022	2/17/2023	Claims Made Occur/Agg Limit	\$1M/\$1M															
A	Professional Liability		PHPK2363533	2/17/2022	2/17/2023	Claims Made Incident/Agg Limit	\$1M/\$3N															

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CERTIFICATE HOLDER	CANCELLATION

Rowan County Department of Social Services 1813 E. Innes Street Salisbury, NC 28146 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joely Powlas/AH

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JULI 11 COST

COMMENTS/REMARKS

SEXUAL/PHYSICAL ABUSE/MOLESTATION; PROFESSIONAL LIABILITY RETROACTIVE DATE: 2-17-2006

COVERED LOCATIONS:

- 4508 CARRIAGE DRIVE CIRCLE, CHARLOTTE, NC 28205

- 6135 ELGYWOOD LANE, CHARLOTTE, NC 28213 1535 PEACHTREE ROAD, CHARLOTTE, NC 28216 10400 MALLARD CREEK ROAD, CHARLOTTE, NC 28262
- 4724 CARRIAGE DRIVE CIRCLE, CHARLOTTE, NC 28205

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Form W-9 (Rev. October 2018) Department of the Treasury

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return) Name is required on this line; of	do not leave this line t	olank.											
	Chelon Consulting Inc. Business name/disregarded entity name, if	different from above					_			_					
	c ousness name disregarded entity name, ii	different from above													
age 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.									4 Exemptions (codes apply only to certain entitles, not individuals; see					
ns on p	Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate								tions of paye						
tion	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)										-	-			
fic Instructions	Solution of the person whose name is entered on line 1. Check of following seven boxes. Individual/sole proprietor or □ C Corporation □ S Corporation □ Partnership □ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Note: Check the appropriate box in the line above for the tax classification of the single-member owner. LLC if the LLC is classified as a single-member LLC that is for disregarded from the owner or U.S. federal tax purposes. Otherwise, a single-member owner. □ Other (see instructions) ▶ 5 Address (number, street, and apt. or suite no.) See instructions. Req. 7209J East WT Harris Blvd STE 207								if any		FATC	A rep	orting		
eci	☐ Other (see instructions) ▶						0	Apples	la accou	ints mil	intained	outsid	the US		
Sp	Address (number, street, and apt. or suite r	no.) See instructions.		Reque	ester's	name	and	d add	ress (option	nal)				
9 7	209J East WT Harris Blvd STE 20	17													
	City, state, and ZIP code														
1	Charlotte NC 28227														
	List account number(s) here (optional)				_										
. 1	and descent number(a) here (optional)														
Part	Taxpayer Identification	Number (TIN)					_				_	_			
	our TIN in the appropriate box. The TIN		me given on line 1	to avoid	Tso	cial se	cur	rity nu	ımbe	r					
ackup	withholding. For individuals, this is gen	erally your social security nu	mber (SSN). Howe	ver, for a				Γ	T	7		T	T		
siden	alien, sole proprietor, or disregarded e	ntity, see the instructions for	Part I, later. For ot	her				-		-	-				
N, late	it is your employer identification numb	er (EIN). If you do not have a	number, see How	to get a				L	_	_		_			
					or	nlava	= id	antifi	antine		obor				
	the account is in more than one name, To Give the Requester for guidelines of		. Also see What N	Em	pioye	1	ridentification number				=				
OI I DO	To dive the hequester for guidelines of	whose number to enter.			2	7	-	0	1	1 .	1 7	9	5		
-															
Part															
Inder p	penalties of perjury, I certify that:														
2. I am Servi	number shown on this form is my correct not subject to backup withholding beca ce (IRS) that I am subject to backup wit	use: (a) I am exempt from bathholding as a result of a failu	ckup withholding,	or (b) I have	not b	been	not	ified	by th	e Int	emal				
	nger subject to backup withholding; and														
	a U.S. citizen or other U.S. person (defi														
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ou hav	ation instructions. You must cross out it e failed to report all interest and dividends ion or abandonment of secured property, an interest and dividends, you are not red	s on your tax return. For real ex cancellation of debt, contribute	state transactions, it	tem 2 does i	not ap	ply. F	or i	morto	gage i	ntere	est pa	aid,	ents		
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iter the	ey were published, go to www.irs.gov/F	onnivis.	 Form 1099-S 	(proceeds	from	real e	sta	te tra	nsac	tions	6)				
urp	ose of Form		• Form 1099-K	(merchant	card a	and t	hird	part	y net	work	tran	sact	ons)		
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SN), i	ndividual taxpayer identification number identification number (ATIN), or emplo	over identification number	• Form 1099-A	(acquisition	or ab	ando	nm	ent o	f sec	ured	prop	erty)			
EIN), to mount	report on an information return the am reportable on an information return. Ex	ount paid to you, or other amples of information	Use Form W alien), to provide	de your corr	rect T	IN.									
	include, but are not limited to, the follow 1099-INT (interest earned or paid)	wing.	If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,												

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 06/20/22

SUBJECT: Contract – Habilitation Center, LLC dba Millcreek of Arkansas for DSS

Department of Social Services would like to enter into a contract with Habilitation Center, LLC dba Millcreek of Arkansas to provide therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022 - June 30,2023 and will not exceed \$100,000.

Attached is the proposed contract with Habilitation Center, LLC dba Millcreek of Arkansas.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Habilitation Center, LLC dba Millcreek of Arkansas for therapeutic foster care services in an amount not to exceed \$100,000.

ATTACHMENTS:

DescriptionUpload DateTypeContract6/13/2022Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

TO:	Aaron Church, Rowan County Manager						
FROM:	Micah Ennis, Director						
DEPT:	Social Services						
DATE:	5/19/2022						
SUBJECT: Habilitation Center, LLC dba Millcreek of Arkansas							
PURPOSE C	OF CONTRACT:						
	provides Level 2-4 therapeutic foster care to children in DSS custody.						

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:

- 1. Read and understand the terms of the contract.
- 2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
- 3. I have secured and attached in MUNIS the Certificate of Insurance.

Signature of Director

DATE

Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Habilitation Center, LLC dba Millcreek of Arkansas (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 74-2474097 and DUNS Number (required if funding from a federal funding source). 193971413

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) Combined Federal Certifications (Attachment C) (5) Conflict of Interest Policy (Attachment D)
	(6) No Overdue Taxes (Attachment E)
	(7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
	(8) Certification of Transportation (Attachment J)
	(9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf (10)Certain Reporting and Auditing Requirements (Attachment L)
	(11)State Certification (Attachment M)
	(12)Attachment N - Non-Discrimination, Clean Air, Clean Water
	(16) 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 on7/1/2022 and shall terminate on 6/30/2023, 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 \$ 100,000.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds
	☑ a. There are no matching requirements from the Contractor.
	□ b. The Contractor's matching requirement is \$, which shall consist of: □ Cash
	☐ Cash and In-kind ☐ Cash and/or In-kind
Т	The contributions from the Contractor shall be sourced from non-federal funds. he total contract amount including any Contractor match shall not exceed \$100,000.00.
6.	Reversion of Funds: Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon
	termination of this contract.

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

IF DELIVERED I	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
	Micah M. Ennis, Director Rowan 1813 East Innes Street Salisbury NC 28146	Name & Title Micah M. Ennis, Director County Rowan Street Address 1813 East Innes Street City, State, Zip Salisbury NC 28146
Telephone Fax Email	704.216.8422 704.638.3041 Micah.Ennis@rowancountync.gov	

For the Contractor:

IF DELIVERED B	Y US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS					
Name & Title Company Name Millcreek of Arkai Mailing Address City State Zip	Brady Serafin Habilitation Center, LLC dba	Name & Title Company Name Arkansas Street Address City State Zip	Ben Beasley, CFO Habilitation Center, LLC dba Millcreek of 1828 Industrial Dr. Fordyce, AR 71742				
Telephone Fax Email brady.serafin@m	870-352-8203 855-526-8223 illcreekbehavioralhealth.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:

Habilitation Center, LLC dba Millcreek of Arkansas

- (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:

(can be delted if not needed)

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

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

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 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. 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, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fall 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 Contractor 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.

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.

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.

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.

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.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's 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.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

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 County. 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. 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.

Miscellaneous

pice of Law: The validity of this contract and any of its ms or provisions, as well as the rights and duties of the arties 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 Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, 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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

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 published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B - Scope of Work Federal Tax Id. or SSN 74-2474097 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: Habilitation Center, LLC dba Millcreek of Arkansas
- If different from Contract Administrator Information in General Contract:

Address

Telephone Nu	umber:	Fax Number:	Email:	
3. Name of P	rogram (s):			
4. Status:	Public	Private, N	ot for Profit	Private, For Profit
5. Contractor	r's Financial Rep	orting Year July	through June	
B. Explanation	on of Services to	be provided and	to whom (incl	ude SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Psychiatric Residential Treatment Facility/ 224 Beds

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates			
	Age 0-5	Age 6-12	Age 13+	
Foster Care Therapeutic Foster Care Residential Treatment (Level 2)	\$514	\$654	\$698	
Child Placing Agency	\$1,472	\$1,637	\$1,702	
Residential Child Caring Institution	\$4,318	\$4,510	\$4,580	
Standard Board and Treatment Rates	Daily Rates			
	Board	Treatment*		
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88		
Residential Treatment Level 3, 5+ beds	\$33	\$189.75		
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71		
Residential Treatment Level 4, 5+ beds	\$40	\$315.71		

2. Negotiated County Rate.

The County, through its DSS, agrees to pay the Service Provider the sum of \$500/day for Psychiatric Residential Treatment. This amount will be pro-rated based on the amount of days the Juvenile spends in the facility during the month. If any payment is issued to the provider in error, that amount will be refunded to the County within 60 days. Rowan County DSS has the right to withhold payment for any night the juvenile spends out of the facility.

Term of contract: this agreement shall terminate after 14 days or prior to the 14th day should the authorization for Psychiatric Residential Treatment Services be obtained from Vaya Health Management. While this agreement is in place, the Service Provider will work diligently to obtain therapeutic authorization from Vaya Health Management. Updates regarding the status of the authorization should be reported on a regular basis to the appropriate Rowan County DSS representative. If additional time is needed to obtain services a detailed request should be submitted in writing 3 days prior to the expiration of this contract identifying the barriers preventing authorization within the 14-day timeframe. Rowan County DSS reserves the right to terminate this contract at any time and without notice. Rowan county DSS requests a (30) day notice from the service provider prior to termination of placement agreement.

- D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.
- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 2. Share all information needed to ensure a good match/appropriate placement.
- Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Provide Services:

- Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
- For placements involving mental health treatment (Levels 2-4, PRTF), provide case
 management including development and maintenance of Person-Centered Plan and oversee
 requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- Notify County immediately when a child receives emergency care, is hospitalized, is placed
 in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local
 authorities immediately upon discovering a child is missing.
- When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- Attend court hearings and provide information to the court as needed. If attendance is not
 feasible, review report prior to court. Private Partner should provide a written summary to the
 court regarding each child's progress.

- Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

- Provide the following for each child upon admission:
 - Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - i. Visitation agreement (if applicable).
 - Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency

placement, the document will be provided to the Private Partner within seven (7) working days.

o. Any other forms or information required by the Private Partner.

Provide Services:

- Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
- Conduct in-person visits with each child at least once a month in the placement provider's home.
- Monitor and assure implementation of all aspects of a child's treatment plan, including courtordered visitation by parent/guardian.
- 4. Enroll/withdraw the child in school.
- Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

- 1. Coordinate required medical exams for each child and advise Private Partner of results.
- If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
- Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change,
- 4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
- Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
- Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
- Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
- 9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

(Date Submitted)

(Signature of Contractor)

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]

[]	He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member
	of Congress in connection with a covered Federal action;

OR

- [] He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- 5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Men ar	CEO
Signature	Title
Habilitation Center UC dba Millcreek of Av	Kansas 5/16/22
Contractor Name	pate /

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. 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.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - 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:
 - The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 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:
 - i. Abide by the terms of the statement; and

Address

- il. 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 Department within ten days after receiving notice under subparagraph (d)(ii) 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)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 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
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

City, State, Zip Code	Fordyce	AB	71747	
Street	rorayee	1	11110	

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 that contain provisions for children's services and that all subgrantees shall certify accordingly.

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- 1. By signing and submitting this document, 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 originate may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant will provide immediate written notice to the person to whom this 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, 45 CFR Part 76. You may contact the person to whom 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 document that it will include the 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 by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Millcreek of Arkansas

- 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

- The prospective lower tier participant certifies, by submission of this document, 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.
- 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.

V. Certification Regarding Lobbying

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

- 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog
 of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify
 the nature and value of the in-kind payment.
- 12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503



Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: □ a. contract □ b. grant □ b. Initial Award		olication	3. Report Type: a. Initial filing b. material change				
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	c. Post-Award		For Material Change Only: YearQuarter				
Name and Address of Reporting Entity:		If Reporting Er and Address o	Date Of Last Report: titty in No. 4 is Subawardee, Enter Name f Prime:				
Prime Subawardee Tier (if known) Congressional District (if known)		Congressional District (if known)					
Federal Department/Agency;			m Name/Description:				
8. Federal Action Number (if known)		9. Award Amount	(if known) \$				
 Name and Address of Lobbying Er (if individual, last name, first name, 		 Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI): 					
(attach Continuation Sheet(s) SF-LLL-A			nuation Sheet(s) SF-LLL-A, if necessary)				
11. Amount of Payment (check all that apply 12. Form of Payment (check all that apply)	actual planned	b. one-time fee c. commission d. contingent fee					
a. cash b. In-kind; specify: Nature Value							
 Brief Description of Services Performed Member(s) contacted, for Payment Inc. 							
15. Continuation Sheet(s) SF-LLL-A attac	hed:	☐ Yes	□ No				
16. Information requested through this for title 31 U. S. C. section 1352. This dis activities is a material representation or reliance was placed by the tier above was made or entered into. This discle pursuant to 31 U. S. C. 1352. This infreported to the Congress semi-annual available for public inspection. Any pet the required disclosure shall be subject not less than \$10,000 and not more the such failure.	sclosure of lobbying of fact upon which when this transaction osure is required formation will be ally and will be erson who falls to file ot to a civil penalty of	Print Name:	11				
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL				

Millcreek of Arkansas
CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of County , Notary Public for said County and State, certify that personally appeared before me this day and acknowledged of Millerack of Arkensus [name of Organization] that he/she is 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 day of May, 2022 MY COMMISSION # 12367694 Notary Public My Commission expires Instruction for Organization: Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy. Millcreek of Arkansas Name of Organization Signature of Organization Official

Conflict of Interest Policy Example

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;
 - 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.

Millcreek of Arkansas

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

- 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.
- 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 b	by:
------------	-----

##ContractorName## Habilitation Center, LLC don Millerek of Arkansas

Name of Organization

Signature of Organization Official

Date

State Grant Certification - No Overdue Tax Debts

Instructions: Grantee/Contractor should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

Entity's Letterhead

[Date of Certification (mmddyyyy)]

To: State Agency Head and Chief Fiscal Officer

Certification:

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

Sworn Statement:

[Name of Board Chair] and [Name of Second Authorizing Official] being duly sworn, say that we are the Board Chair and [Title of the Second Authorizing Official], respectively, of [insert name of organization] of [City] in the State of [Name of State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair	
[Title of Second Authorizing Official]	
Sworn to and subscribed before me on the da	y of the date of said certification.
(Notary Signature and Seal)	My Commission Expires:

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:

NCGrants@osbm.nc.gov-(919)807-4795

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."



Habilitation Center, LLC Business Office 1828 Industrial Drive P.O. Box 727 Fordyce, AR 71742 P (870) 352-8203 F (870) 352-5277

05/17/2022

To: State Agency Head and Chief Fiscal Officer

Certification:

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

Sworn Statement:

Brady Serafin and Ben Beasley being duly sworn, say that we are the Board Chair and Chief Financial Officer, respectively, of Millcreek of Arkansas of Fordyce in the State of Arkansas; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

Chief Financial Officer

42 Fries

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

(Notary Signature and Seal)

PAM BURFORD
MY COMMISSION # 12367694
EXPIRES: September 11, 2028
Dallas County

My Commission Expires: 9-11-2028



ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

- Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
- 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;
- 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;
- 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 Rowan 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)
- Contractor will maintain records documenting the following (County may require contractor to provide):
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal

e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

	reasons for disqualifications from participation in Medicare, X programs (signature on this form confirms this statement).
min	CFO
Signature	Title
11111	The state of the s

Habilitation Center, LLC 16a Millcreek of Arkansas 5/14/22
Agency/Organization Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service Exempt Organizations Determinations P.O. Box 2508 Cincinnati, OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter-64/Article-2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/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.statc.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

- 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
- (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:	Habilitation Center, LLC Aba Mills	creek of Arkansas
Contractor's Authorized Agent:	Signature My	Date 5/14/22
	Printed Name Brady Seration	Title GEB
Witness:	Signature 1	Date 5/14/2012
	Printed Name Ben Beasley	Tille Chief Financial Officer

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

ATTACHMENT N

Rowan 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 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.
- 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 Cto
Title

Habilitation Center, UC Aba Millereek of Ackansas 5/14/22

(Certification signature should be same as Contract signature.)

Agency/Organization



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

•							9/1/2022	8/26/2021			
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									PERSONAL & ADV INJURY \$ 10,000,		
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	X POLICY PRO-						PRODUCTS - COMP/OP AGG \$ 1	0,000,000			
	OTHER:			/			5				
	AUTOMOBILE LIABILITY						(Ea accident) \$ 2	XXXXXX			
	ANY AUTO			NOT APPLICABLE			BODILY INJURY (Per person) \$)	XXXXXXX			
	OWNED SCHEDULED AUTOS		1					XXXXXX			
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В	X UMBRELLA LIAB X OCCUR	N	N	AAC-2021-02	9/1/2021	9/1/2022	EACH OCCURRENCE \$]	0,000,000			
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	DED RETENTION \$	1		(Victical Flotective Company)				XXXXXX			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER OTH-				
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		NOT APPLICABLE				XXXXXX			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	""						XXXXXX			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT S	XXXXXX			
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	(Claims Made)	1	14	A. S.			\$10,000,000 Aggregate				
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Form W-9

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

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00 000	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1, Check only one of the following seven boxes. 4 Exemptions (codes apply only to certain entitles, not individuals; se instructions on page 3):													
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Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) C										Cis code (if any)			
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Part I	Taxpayer Identifi	cation Number	(TIN)						_	_				
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later.

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 06/20/22

SUBJECT: Contract – Miracle Houses, Inc. for DSS

Department of Social Services would like to enter into a contract with Miracles House, Inc. to provide therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022 - June 30,2023 and will not exceed \$150,000.

Attached is the proposed contract with Miracle Houses, Inc.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Miracle Houses, Inc. for therapeutic foster care services in an amount not to exceed \$150,000.

ATTACHMENTS:

DescriptionUpload DateTypeContract6/13/2022Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

TO:	Aaron Church, Rowan County Manager					
FROM:	Micah Ennis, Director					
DEPT:	Social Services					
DATE:	5/19/2022					
SUBJECT:	Miracle Houses, Inc.					
PURPOSE O	F CONTRACT:					
	provides Level 2-4 therapeutic foster care to children in DSS custody.					

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:

- 1. Read and understand the terms of the contract.
- 2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
- 3. I have secured and attached in MUNIS the Certificate of Insurance.

Signature of Director DATE

Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Miracle Houses, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or <u>Social Security Number</u> is 56-2264206 and DUNS Number (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) The Scope of Work, description of services, and rate (Attachment B)
	(4) Combined Federal Certifications (Attachment C)
	(5) Conflict of Interest Policy (Attachment D)
	(6) No Overdue Taxes (Attachment E)
	(7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
	 (8) Certification of Transportation (Attachment J) (9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
	(10)Certain Reporting and Auditing Requirements (Attachment L)
	(11)State Certification (Attachment M)
	(12)Attachment N - Non-Discrimination, Clean Air, Clean Water
	(16) Contract Determination Questionnaire (required)
	These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.
	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.
	Effective Period: This contract shall be effective on7/1/2022 and shall terminate on 6/30/2023, This contract must be twelve months or less.
	Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
	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 \$ 150,000.00.
	This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds
	☑ a. There are no matching requirements from the Contractor.
	□ b. The Contractor's matching requirement is \$, which shall consist of:
	☐ In-kind ☐ Cash
	☐ Cash and In-kind ☐ Cash and/or In-kind
Ti	The contributions from the Contractor shall be sourced from non-federal funds. ne total contract amount including any Contractor match shall not exceed \$150,000.00.
	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 I	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
County Mailing Address	Micah M. Ennis, Director Rowan 1813 East Innes Street Salisbury NC 28146	Name & Title Micah M. Ennis, Director County Rowan Street Address 1813 East Innes Street City, State, Zip Salisbury NC 28146
Telephone Fax Email	704.216.8422 704.638.3041 Micah.Ennis@rowancountync.gov	

For the Contractor:

IF DELIVERED E	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Company Name Mailing Address City State Zip	Xavier Young/COO Miracle Houses, Inc. 4410 E. Independence Blvd. Charlotte NC 28205	Name & Title Xavier Young/COO Company Name Miracle Houses, Inc. Street Address 4410 E. Independence Blvd. City State Zip Charlotte NC 28205
Telephone Fax Email	704.535.4447 704.535.4476 xyoung@miraclehouses.org	

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

Miracle Houses, Inc.

- (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:

(can be delted if not needed)

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 duplicate originals, with party.	ith one original being retained by eac
A alsy G. Camp	4/26/22
Signature / Atsy / Camp	Executive Direc
Printed Name	Title
COUNTY	122 /25
Signature (must be legally authorized to sign contracts for County DSS)	Date
Mich Enno	Director
Printed Name	Title
This instrument has been pre-audited in the manner required by the Local Government	ent Budget and Fiscal Control Act.
Signature of County Finance Officer	Date

Relationships of the Parties

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

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

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check 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. 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, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

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

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.

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.

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.

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.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's 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.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

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 County. 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. 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.

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 Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, 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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

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 published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 56-2264206 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: Miracle Houses, Inc.
- 2. If different from Contract Administrator Information in General Contract:

Address

Telephone Number:			Fax Number	: Email:	
3.	Name of Pro	gram (s):			
4.	Status:	Public	☐ Priva	ate, Not for Profit	Private, For Profit
5.	Contractor's	Financial Re	porting Year	January through	December
B.	Explanation	of Services t	o be provided	and to whom (inc	elude SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Residential Treatment/Level 3/0-4 beds

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates			
	Age 0-5	Age 6-12	Age 13+	
Foster Care Therapeutic Foster Care Residential Treatment (Level 2)	\$514	\$654	\$698	
Child Placing Agency	\$1,472	\$1,637	\$1,702	
Residential Child Caring Institution	\$4,318	\$4,510	\$4,580	
Standard Board and Treatment Rates	Daily Rates			
	Board	Treatment*		
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88		
Residential Treatment Level 3, 5+ beds	\$33	\$189.75		
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71		
Residential Treatment Level 4, 5+ beds	\$40	\$315.71		

*Treatment Rates set by DMA and are subject to change.

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- 1. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 2. Share all information needed to ensure a good match/appropriate placement.
- Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Provide Services:

- Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.

- For placements involving mental health treatment (Levels 2-4, PRTF), provide case
 management including development and maintenance of Person-Centered Plan and oversee
 requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable),

Communication and Planning:

- Notify County immediately when a child receives emergency care, is hospitalized, is placed
 in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local
 authorities immediately upon discovering a child is missing.
- When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- Attend court hearings and provide information to the court as needed. If attendance is not
 feasible, review report prior to court. Private Partner should provide a written summary to the
 court regarding each child's progress.
- Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- 12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

- Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - Medicaid card.
 - d. Documentation of custody.
 - Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - i. Visitation agreement (if applicable).
 - j. Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - 1. Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

- Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review
 each child's progress toward meeting the goals of the out-of-home services agreement and
 treatment plan.
- Conduct in-person visits with each child at least once a month in the placement provider's home
- 3. Monitor and assure implementation of all aspects of a child's treatment plan, including courtordered visitation by parent/guardian.
- 4. Enroll/withdraw the child in school.
- Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.

- 2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
- Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
- Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
- Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
- Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
- 8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
- 9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

(Date Submitted)

(Signature of Contractor)

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions: and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses
 at which the contract work will be performed;
- 4. [Check the applicable statement]
 - [] He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

- [] He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Signature

Miracle Houses Two.

Contractor Name

Executive Director

Title

4/22/22

Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. 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.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - 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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 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:
 - i. Abide by the terms of the statement; and

City, State, Zip Code

- 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 Department within ten days after receiving notice under subparagraph (d)(ii) 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)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - 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
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2.	The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):					
	Address					
	Street					
	City, State, Zip Code					
	Street					

Miracle Houses Inc Facilities

Miracle Houses Miracle Houses I 1418 Jules Court Charlotte North Carolina 28226

Miracle Houses Swearngan Facility 5212 Swearngan Road Charlotte North Carolina 28216

Miracle Houses Inc Monteith Facility 6421 Monteith Drive Charlotte North Carolina 28213

Miracle Houses Twin Ave 2004 Twin Ave Gastonia North Carolina 28226

Miracle Houses Winchester 1 320 Winchester Road Troutman North Carolina 28166

Miracle Houses Twin Ave 332 Winchester Road Troutman North Carolina 28166

Miracle Houses Twin Ave 251 Valleybrook Road Troutman North Carolina 28166

- Contractor will inform the Department of any additional sites for performance of work under this agreement.
- False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 that contain provisions for children's services and that all subgrantees shall certify accordingly.

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- 1. By signing and submitting this document, 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 originate may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant will provide immediate written notice to the person to whom this 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, 45 CFR Part 76. You may contact the person to whom 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 document that it will include the 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 by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Miracle Houses, Inc.

- 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

- The prospective lower tier participant certifies, by submission of this document, 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.
- 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.

V. Certification Regarding Lobbying

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

- 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- 1. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the
 Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify
 the nature and value of the in-kind payment.
- 12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Conflict of Interest Policy Example

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;
 - 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.

Miracle Houses, Inc.

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

- 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.
- 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.

Mincle Houses INC

Approved by:

##ContractorName##

Name of Organization

Signature of Organization Official

Date

Miracle Houses, Inc.

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY
State of North Carolina
County Meckenburg
Daisy P. Young, Notary Public for said County and State, certify that personally appeared before me this day and acknowledged
that he/she is <u>EXECUTIVE</u> Director of Miracle Houses INC. [name of Organization]
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 28 day of April, 2022.
Sworn to and subscribed before me this 28th day of April 2022.
DAISY P YOUNG Notary Public, North Carolina Mecklenburg County My Connection Exples August 22, 2026 Notary Public
My Commission expires August 22 , 2026
Instruction for Organization: Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.
Miracle Houses Inc.
Name of Organization) alsy G. Camp
Signature of Organization Official

Miracle Houses Inc. 4410 East Independence Blvd Charlotte, NC 28227 (704) 535-4447 office (704) 535-4476 fax



April 27, 2022

Rowan County Department of Social Services 1813 East Innes Street Salisbury NC 28146

Certification:

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

Sworn Statement:

Xavier L. Young, Chairman of Board of Directors for Miracle Houses Inc. and Shanairea Camp Second Authorizing Official being duly sworn, say that we are the Board Chair and CFO/Treasurer, respectively, of Miracle House Inc. of Charlotte in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

Secretary and Second Authorizing Official

Signature and Seal)

Office Number: 704.535.4447

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

DAISY P YOUNG
Notary Public, North Carolina
My

Mecklenburg County

My Commission Expires August 22, 2026

"Where Miracles Happen" Fax Number: 704.535.4476

Commission Expires: Aug 22 2026

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

- Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
- 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;
- 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;
- 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 Rowan 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)
- Contractor will maintain records documenting the following (County may require contractor to provide):
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

Disclosing, at the outset of the contract, upon renewal and upon request, any criminal
convictions of other reasons for disqualifications from participation in Medicare,
Medicaid or Title XX programs (signature on this form confirms this statement).

Signature

gency/Organization

_

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service Exempt Organizations Determinations P.O. Box 2508 Cincinnati, OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter 64/Article 2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/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

- 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
- (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:	Miracle Houses INC.	
Contractor'sAuthorized Agent:	Signature f along of Camp	Date 4/26/22
	Printed Name Anthy Y. CAM	Title Exocutive Aliceton
Witness:	Signature Four Murdock	Date 4/26/2022
	Printed Name Hobin Mudack	Tine Tuman Resource

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

Rowan 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.
- 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.
- 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)).

Mgnature

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER		CONTACT Lisa Smith		
	ISU Gilmore Insurance 246 Oak Avenue Kannapolis, NC 28081	PHONE (A/C, No, Ext): (704)788-1415 FAX (A/C, No): (704)	788-1421	
		E-MAIL ADDRESS: Ismith@gilmoreins.net		
		INSURER(S) AFFORDING COVERAGE	NAIC#	
		INSURER A: Philadelphia Indemnity Insurance Co	18058	
INSURED		INSURER B: Progressive Southeastern Ins. Co. 38784		
Miracle Houses	Miracle Houses Inc.	INSURER C: Travelers Property Casualty Co. of America	36161	
	4410 E Independence Blvd	INSURER D :		
	Charlotte, NC 28205	INSURER E :		
		INSURER F :		

CERTIFICATE NUMBER: 00006997-2691128 **REVISION NUMBER: 102** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR		TYPE OF INSURA		ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	X	CLAIMS-MADE X			PHPK2357129	01/30/2022	01/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	s	1,000,000
			4 3556					MED EXP (Any one person)	s	5,000
								PERSONAL & ADV INJURY	5	1,000,000
	GEN	N'L AGGREGATE LIMIT API	PLIES PER:					GENERAL AGGREGATE	\$	3,000,000
	X	POLICY PRO-	Loc					PRODUCTS - COMP/OP AGG	\$	3,000,000
	1.1	OTHER:							\$	
В	AUT	OMOBILE LIABILITY			02354279-8	08/21/2021	08/21/2022	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	1	ANY AUTO			77.	40.40		BODILY INJURY (Per person)	\$	
			SCHEDULED					BODILY INJURY (Per accident)	\$	
		HIRED	NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
		AD TOO GIVE!	ID TO DO CITE					1. 0. 00000/12	5	
		UMBRELLA LIAB	OCCUR					EACH OCCURRENCE	s	
		EXCESS LIAB	CLAIMS-MADE					AGGREGATE	\$	
		DED RETENTION	s						5	
		RKERS COMPENSATION	7662		6JUB1K54860521	08/15/2021	08/15/2022	X PER OTH-		
	ANY	PROPRIETOR/PARTNER/E		N/A		12.22.20		E.L. EACH ACCIDENT	\$	1,000,000
	(Mar	CER/MEMBER EXCLUDED?	Y	11/2				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes	s, describe under CRIPTION OF OPERATION	IS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
A	Pr	ofessional Liab	V		PHPK2357129	01/30/2022	01/30/2023	See below		3,000,000
A	Hir	red & Non Owne	d		PHPK2357129	01/30/2022	01/30/2023	Auto		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation coverage if for the state of North Carolina only. Professional Liabilty: \$1,000,000 per occurence; \$3,000,000 aggregate

Sexual Abuse Liability: \$1,000,000 abusive conduct limit; \$1,000,000 aggregate

Retro Date 1-30-09

Locations: 6421 MONTEITH AVE, CHARLOTTE NC 28216; 5212 SWEARINGAN

DR, CHARLOTTE, NC 28216; 1418 JULES COURT, CHARLOTT (continued on ACORD 101 Additional Remarks Schedule)	E, NC 28226; 4410
CERTIFICATE HOLDER	CANCELLATION

Rowan County DSS 1813 East Innes Street Salisbury, NC 28146

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

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: 0	J006997
-----------------------	---------

LOC#:



ADDITIONAL REMARKS SCHEDULE

Page 2 of

ISU Gilmore Insurance		Miracle Houses Inc.
POLICY NUMBER N/A		
CARRIER	NAIC CODE	
Multiple Carriers		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL F	REMARKS	FORM IS A SCI	HEDULE TO ACORD FORM,	
FORM NUMBER:	25	FORM TITLE:	Certificate of Liability Insurance	
(continued from Desi E. INDEPENDENCE E CHARLOTTE NC 282	BLVD CHAI		05; AND 544 MULBERRY ST, STE 613, MACON GA 31201; 7508 E. INDEPENDENCE BLVD, SUITE 119,	

Workers Comp: North Carolina Coverage Only

Form W-9

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1/1/0/1/10	They are Spirite Control of the Cont								
	1 Name (as shown on your income tax return). Name is required on this line, of	to not leave this line blank.							
33963	2 Business name/disregarded entity name, if different from above								
	N/A								
	Check appropriate box for federal tax classification of the person whose natiollowing seven boxes.	me're entered on line! Sheck only one of the	4 Exemptions (codes apply only to certain entities not individuals, see instructions on page 3)						
e. ns on	Individual/sole proprietor of Corporation S Corporation	Partnership. Trust/estate	Exempt payee code (if any)						
typ	Limited liability company. Enter the tax classification (C=C corporation S	S S corporation, P. Partnership) ►							
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification. LLC if the LLC is classified as a single-member LLC that is disregarded that another LLC that is not disregarded from the owner should check the appropriate box for the is disregarded from the owner should check the appropriate box for the is	Exemption from FATCA reporting code (if any)							
eci	Other (see instructions) ►		Majores to accounts maintained extends the US/						
Sp	5 Address (number street, and apt, or suite no.) See instructions.								
See		e Blud							
	6 City, state and 2IP code 1 6 2 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -								
	7 List account number(s) here optional)								
	NIA								
Par	Taxpayer Identification Number (TIN)								
	your TIN in the appropriate box. The TIN provided must match the na-	the Attention till a tio avoid	curity number						
	p withholding. For individuals, this is generally your social security numerical and proprietor, or disregarded entity, see the instructions for								
	s, it is your employer identification number (EIN). If you do not have a								
TIN. Is		or	the entire transfer of						
	If the account is in more than one name, see the instructions for line ' er To Give the Requester for guidelines on whose number to enter.	The same of the sa	identification number						
	5, 10 5/10 1/10 1/10 1/10 1/10 1/10 1/10 1	510	- 2264206						
Par	Certification		19-01-19						
	penalties of perjury, I certify that:								
	number shown on this form is my correct taxpayer identification num	ber (or I am waiting for a number to be is:	sued to me); and						
	n not subject to backup withholding because: (a) I am exempt from ba vice (IRS) that I am subject to backup withholding as a result of a failu								
	longer subject to backup withholding, and								
	n a U.S. citizen or other U.S. person (defined below), and	Control and and the state of the state of							
	FATCA code(s) entered on this form (if any) indicating that I am exem-		NAME OF THE OWNER OWNER OF THE OWNER OWNE						
you na	ication instructions. You must cross out tem 2 above if you have been reader the failed to report all interest and dividends on your tax eturn. For real estillion or abandonment of secured property, cancellation of debt, contribution interest and dividends, you are not required to sign the certification.	state transactions, item 2 does not apply. For	or mortgage interest paid. t (IRA), and generally, payments						
Sign	Signature of		. /						
Here		Date + 4/0	14/22						
Ge	neral Instructions	Form 1099-DIV (dividends including funds)	those from stocks or mutual						
Section	on references are to the Internal Revenue Code unless otherwise	Form 1099-MISC (various types of in proceeds)	ncome prizes, awards, or gross						
relate	e developments. For the latest information about developments d to Form W-9 and its instructions, such as legislation enacted	 Form 1099-B (stock or mutual fund stransactions by brokers) 	sales and certain other						
	hey were published, go to www.irs.gov/FormW9	• Form 1099-S (proceeds from real es	tate transactions)						
Pur	pose of Form	 Form 1099-K (merchant card and third party network transactions) Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (fultion) 							
intorn	dividual or entity (Form W-9 requester) who is required to file an nation return with the IRS must obtain your correct taxpayer fication number (TIN) which may be your social security number								
(SSN)	individual taxpayer identification number (ITIN), adoption	Form 1099-C (canceled debt) Form 1099-A (acquisition or abandor)	ment of secured monorty						
	yer identification number (ATIN), or employer identification number to report on an information return the amount paid to you, or other	Form 1099-A (acquisition or abandor Use Form W-9 only it you are a U.S.)							
	nt report on an information return the amount paid to you, or other	Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN							
return	is include, but are not limited to, the following, n 1099-INT (interest earned or paid)	If you do not return Form W-9 to the be subject to backup withholding. See							
• For	n 1099-INT (interest-earned or paid)								

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Justan Mounts, Director, Ro. Co. Veterans Services, West End Plaza, and West End Plaza

Events Center

DATE: June 13, 2022

SUBJECT: Resolution to Support Establishment of a Rowan County Veterans Treatment Court

ATTACHMENTS:

Description Upload Date Type

Resolution 6/13/2022 Cover Memo

Greg Edds, Chairman Jim Greene, Vice-Chairman Mike Caskey Judy Klusman Craig Pierce



Aaron Church, County Manager Carolyn Barger, Clerk to the Board John W. Dees, II, County Attorney

Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144 Telephone 704-216-8180 • FAX 704-216-8195

RESOLUTION TO SUPPORT ESTABLISHMENT OF A ROWAN COUNTY VETERANS TREATMENT COURT

WHEREAS, America's armed forces serve this nation in times of both peace and war, and in doing so have thereby assured the independence of all her people; and

WHEREAS, our men and women in the armed forces shoulder great responsibility and have lived up to the highest standards of duty and courage; and

WHEREAS, the citizens of the State of North Carolina and Rowan County are indebted to the Veterans of our armed forces for their service, sacrifice, and dedication to North Carolina and our Nation; and

WHEREAS, to honor that commitment, the Rowan County Veterans' Council has requested the Rowan County Board of Commissioners recommend and support a Veterans Treatment Court; and

WHEREAS, it is an ongoing mission of Rowan County through its Veterans Services Office to provide support to veterans when they return from active duty and to empower them to have a more productive life; and

WHEREAS, it is also Rowan County's objective to foster positive community relations by communicating to the public the goals of veterans and the organizations to which they belong; and

WHEREAS, the Rowan County Board of Commissioners feels it in events where veterans commit certain offenses, the root cause can be deficiencies in their professional and personal lives; and

WHEREAS, to that end, the goal of the veterans treatment courts is involvement, cooperation and collaboration of court officials, community partners, and law enforcement to connect eligible veterans with benefits and treatment earned through military service, to fill those deficiencies and remedy them.

NOW, THEREFORE, the Rowan County Board of Commissioners does hereby recommend support for the establishment of a Rowan County Veterans Treatment Court.

This the 20 st day of June, 2022.	
ATTEST:	Gregory C. Edds, Chairman
Carolyn Barger, MMC, NCMCC Clerk to the Board	

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 06/20/22

SUBJECT: Contract – Nazareth Child and Family Connection for DSS

Department of Social Services would like to enter into a contract with Nazareth Child and Family Connection to provide therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022 - June 30,2023 and will not exceed \$240,000.

Attached is the proposed contract with Nazareth Child and Family Connection.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Nazareth Child and Family Connection for therapeutic foster care services in an amount not to exceed \$240,000.

ATTACHMENTS:

DescriptionUpload DateTypeContract6/13/2022Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

TO:	Aaron Church, Rowan Coun	ty Manager
FROM:	Micah Ennis, Director	
DEPT:	Social Services	
DATE:	5/19/2022	
SUBJECT:	Nazareth Child and Family (Connection
PURPOSE O	F CONTRACT:	
This vendor	provides Level 2-4 therapeuti	c foster care to children in DSS custody.
	CONTRA	CT CERTIFICATION
By submit	ting this memorandum, I d	agree that I have:
1. Read a	nd understand the terms of	of the contract.
2. To the b	est of my knowledge the	terms, amount and activities surrounding
		rth Carolina General Statutes, the Rowan
	rchasing Policy and any a	
		IUNIS the Certificate of Insurance.
J. Thuves	secureu una attachea III IV	ioivis the certificate of msurance.
		5/27/2022
Signature	of Director	DATE

Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Nazareth Child and Family Connection (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-0556754 and DUNS Number (required if funding from a federal funding source). 832657068

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) Combined Federal Certifications (Attachment C) (5) Conflict of Interest Policy (Attachment D) (6) No Overdue Taxes (Attachment E) (7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I) (8) Certification of Transportation (Attachment J) (9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf (10)Certain Reporting and Auditing Requirements (Attachment L) (11)State Certification (Attachment M) (12)Attachment N - Non-Discrimination, Clean Air, Clean Water (16) 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 on7/1/2022 and shall terminate on 6/30/2023, 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 \$ 240,000.00 This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds
	☑ a. There are no matching requirements from the Contractor.
	 □ b. The Contractor's matching requirement is \$, which shall consist of: □ In-kind □ Cash □ Cash and In-kind □ Cash and/or In-kind
TI	The contributions from the Contractor shall be sourced from non-federal funds. he total contract amount including any Contractor match shall not exceed \$240,000.00.
6.	Reversion of Funds: Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

IF DELIVERED	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title County	Micah M. Ennis, Director Rowan	Name & Title Micah M. Ennis, Director County Rowan
Mailing Address	1813 East Innes Street	Street Address 1813 East Innes Street
City, State, Zip	Salisbury NC 28146	City, State, Zip Salisbury NC 28146
Telephone	704.216.8422	
Fax	704.638.3041	
Email	Micah.Ennis@rowancountync.gov	

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title Of Licensing	Jacqueline Millican Crabb/Director	Name & Title Licensing	Jacqueline Millican Crabb/Director Of
Company Name Connection	Nazareth Child and Family	Company Name	Nazareth Child and Family Connection
Mailing Address	PO Box 1438	Street Address	725 Crescent Road
City State Zip	Rockwell NC 28138	City State Zip	Rockwell NC 28138
Telephone	704.279.5522		
Fax	704.255.1801		
Email	jmillican@nazcfc.org		

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - · Validity and accuracy of payment
 - · Payment due date
 - · Adequacy of documentation supporting payment
 - · Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (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:

(can be delted if not needed)

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 duplicate originals, party.	with one original being retained by each
Hum J. Waltley.	4/27/22
Signature	/Date
Vernon L. Iklu Hers Jr	Preside 10FO
Printed Name	Title
Signature (must be legally authorized to sign contracts for County DSS)	5/27/2022 Date
	ATTENDED.
Micah Ennis	Director
Printed Name	Title
This instrument has been pre-audited in the manner required by the Local Govern	ment Budget and Fiscal Control Act.
Signature of County Finance Officer	Date

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 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. 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, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall. at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor 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.

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.

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.

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.

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.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's 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.

Nazareth Child and Family Connection During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

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 County. 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. 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.

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 Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, 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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

Nazareth Child and Family Connection or phrase shall be read to include the plural and vice versa.

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 published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 56-0556754 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: Nazareth Child and Family Connection
- 2. If different from Contract Administrator Information in General Contract:

Address

Τe	elephone Num	ber:	Fax Number	: Email:	
3.	Name of Pro	gram (s):			
4.	Status:	Public	⊠ Priva	ate, Not for Profit	Private, For Profit
5.	Contractor's	Financial Rep	porting Year	October through	September
B.	Explanation	of Services to	o be provided	and to whom (inc	lude SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Level II for Males/Foster Care/Therapeutic Foster Care/Child Placing Agency/Residential Care/Residential Child Care/Institution/Special Program-TX

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates			
	Age 0-5	Age 6-12	Age 13+	
Foster Care				
Therapeutic Foster Care	\$514	\$654	\$698	
Residential Treatment (Level 2)				
Child Placing Agency	\$1,472	\$1,637	\$1,702	
Residential Child Caring Institution	\$4,318	\$4,510	\$4,580	
Standard Board and Treatment Rates	Dail			
	Board	Treatment*		
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88		
Residential Treatment Level 3, 5+ beds	\$33	\$189.75		
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71		
Residential Treatment Level 4, 5+ beds	\$40	\$315.71		
*Treatment R	ates set by DMA	and are subject to	change.	

2. Negotiated County Rate.

Additional county funds per individual client agreements.

- D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.
- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 2. Share all information needed to ensure a good match/appropriate placement.
- Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Provide Services:

- 1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs.
 Within reason and to be negotiated as needed, provide for personal hygiene items, school
 supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- **6.** Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.

- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
- 8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- Notify County immediately when a child receives emergency care, is hospitalized, is placed
 in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local
 authorities immediately upon discovering a child is missing.
- 2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- 7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- 8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
- Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- 12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

- 1. Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - Documentation of custody.
 - Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - i. Visitation agreement (if applicable).
 - j. Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

- Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
- Conduct in-person visits with each child at least once a month in the placement provider's home.
- Monitor and assure implementation of all aspects of a child's treatment plan, including courtordered visitation by parent/guardian.
- 4. Enroll/withdraw the child in school.

Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

- 1. Coordinate required medical exams for each child and advise Private Partner of results.
- 2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
- Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
- 4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
- Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
- Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
- **8.** Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.

9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

5/27/2022

(Date Submitted)

Signature of Contractor

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination:
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]
 - [] He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Contractor Name

little

Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. 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.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - 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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. 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:
 - Abide by the terms of the statement; and

Address

- ii. 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 Department within ten days after receiving notice under subparagraph (d)(ii) 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)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - 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
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

	escent David	
City, State, Zip Code	Rockwell nc 28138	
Street		
City, State, Zip Code		

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- 4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 that contain provisions for children's services and that all subgrantees shall certify accordingly.

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- 1. By signing and submitting this document, 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 originate may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant will provide immediate written notice to the person to whom this 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, 45 CFR Part 76. You may contact the person to whom 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 document that it will include the 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 by 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

- The prospective lower tier participant certifies, by submission of this document, 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.

V. Certification Regarding Lobbying

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

- 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- 1. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- 5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog
 of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- 9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Type of Federal Action:	2. Status of Federa	Action:	Report Type:	
□ a. contract □ b. grant □ c. cooperative agreement □ d. loan □ e. loan guarantee □ f. loan insurance	□ a. Bid/offer/application □ b. Initial Award □ c. Post-Award		a. initial filing b. material change For Material Change Only: YearQuarter	
			Date Of Last Report:	
Name and Address of Reporting Entity:		If Reporting Ent and Address of	ity in No. 4 is Subawardee, Enter Name Prime:	
☐ Prime ☐ Subawardee Tier (if known)				
Congressional District (if known)		Congressional Distric	et (if known)	
Federal Department/Agency:	_	7. Federal Program	Name/Description:	
		CFDA Number (i	f applicable)	
Federal Action Number (if known)		Award Amount (i	f known) \$	
Name and Address of Lobbying Entity (if individual, last name, first name, MI):		b. Individuals F different froi	Performing Services (including address if m No. 10a.) (last name, first name, MI):	
(attach Continuation Sheet(s) SF-LLL-A		(attach Continuation Sheet(s) SF-LLL-A, if necessary) 13. Type of Payment (check all that apply):		
11. Amount of Payment (check all that ap)	1719 LBV 10V 87	Carry Street	t (спеск ан that арруу):	
\$ actual planned		a. retainer b. one-time fee		
12. Form of Payment (check all that apply):	c. commission d. contingent fee		
a. cash b. In-kind; specify: Nature		e. deferred f. other; specif	fy:	
10000000				
 Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(attach Continuation Sheet(s) SF-LLL-A, if necessary): 				
15. Continuation Sheet(s) SF-LLL-A attac	hed:	☐ Yes	□ No	
16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Print Name:	Date:	
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL	



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;
 - 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 PO Box 14.08 possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person

PO Box 1438 possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person of the basis for such belief and afford the person of the basis for such belief and afford the person of the basis for such belief and afford the person of the basis for such belief and afford the person of the basis for such belief and afford the person of the basis for such belief and afford the person of the basis for such belief and afford the person of the basis for such belief and afford the person of the basis for such belief and afford the person of the basis for such belief and afford the person of the basis for such belief and afford the person of the basis for such belief and afford the person of the basis for such belief and afford the person of the basis for such belief and afford the person of the basis for such belief and afford the person of the basis for such belief and the basis for such basis for su

PHONE 704.279.5556 FAX 704.255.1801







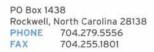




making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

- G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:
 - 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.
 - 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: Approved by: Name of Organization Signature of Organization Official	4/27/22 Date
NOTARIZED CONFLICT	OF INTEREST POLICY
State of North Carolina	
County of KOWAN	
I. Amy H. Bost	_, Notary Public for said County and State, certify
Vernon L Walters, Jr. acknowledged	personally appeared before me this day and
that he/she is <u>CEO/President</u> Nazareth Children's Home	of [enter name of entity]
and by that authority duly given and as the act of the of Interest Policy was adopted by the Board of Direct held on the	Organization, affirmed that the foregoing Conflict of tors/Trustees or other governing body in a meeting
Sworn to and subscribed before me this 37 d	my H Sost
My Commission expires 47 COUNTRIBUTE OF THE PROPERTY OF THE PR	Notary Public















April 27, 2022

To: Rowan County Department of Social Services

Certification:

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

Sworn Statement:

Vernon L. Walters, Jr and Christopher Lookabill, Jr., being duly sworn, say that we are President/CEO and Director of Finance, respectively, of Nazareth Children's Home of Rockwell in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Signature:

President/CEO

Director of Finance

bibed before me on the day of the date of said certification.

My Community County 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, taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within affinal assessment was mailed and has not failed to make any payments due











ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

- Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
- 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;
- 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 Rowan 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 Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
- 8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (signature on this form confirms this statement).

Signature

. . 1

cy/Organization

Title

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service Exempt Organizations Determinations P.O. Box 2508 Cincinnati, OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter 64/Article 2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/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

- 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
- (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:		Y		
Contractor's Authorized Agent:	Signature		Date	
	Printed Name	Title		
Witness:	Signature		Date	
	Printed Name	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

Rowan 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

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Nazareth Child and Family Connection (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-0556754 and DUNS Number (required if funding from a federal funding source). 832657068

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

	 (2) The General Terms and Conditions (Attachment A) (3) The Scope of Work, description of services, and rate (Attachment B) (4) Combined Federal Certifications (Attachment C) (5) Conflict of Interest Policy (Attachment D) (6) No Overdue Taxes (Attachment E) (7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I) (8) Certification of Transportation (Attachment J) (9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) https://www.irs.gov/pub/irs-fill/k1023.pdf (10)Certain Reporting and Auditing Requirements (Attachment L) (11)State Certification (Attachment M) (12)Attachment N - Non-Discrimination, Clean Air, Clean Water
	(16) 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 on7/1/2022 and shall terminate on 6/30/2023, 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 \$ 240,000.00 This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds
	☑ a. There are no matching requirements from the Contractor.
	 □ b. The Contractor's matching requirement is \$
Th	The contributions from the Contractor shall be sourced from non-federal funds. ne total contract amount including any Contractor match shall not exceed \$240,000.00.
6.	Reversion of Funds: Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

IF DELIVERED I	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
	Micah M. Ennis, Director Rowan 1813 East Innes Street Salisbury NC 28146	Name & Title Micah M. Ennis, Director County Rowan Street Address 1813 East Innes Street City, State, Zip Salisbury NC 28146
Telephone Fax Email	704.216.8422 704.638.3041 Micah.Ennis@rowancountync.gov	

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title Of Licensing	Jacqueline Millican Crabb/Director	Name & Title Licensing	Jacqueline Millican Crabb/Director Of
Company Name Connection	Nazareth Child and Family	Company Name	Nazareth Child and Family Connection
Mailing Address	PO Box 1438	Street Address	725 Crescent Road
City State Zip	Rockwell NC 28138	City State Zip	Rockwell NC 28138
Telephone	704.279.5522		
Fax	704.255.1801		
Email	jmillican@nazcfc.org		

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

- (a) Implement adequate internal controls over disbursements:
- (b) Pre-audit all vouchers presented for payment to determine:
 - · Validity and accuracy of payment
 - · Payment due date
 - Adequacy of documentation supporting payment
 - · Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (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:

(can be delted if not needed)

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 duplicate originals, or party. **Contractor and the County have executed this contract in duplicate originals, or party. **Contractor and the County have executed this contract in duplicate originals, or party. **Contractor and the County have executed this contract in duplicate originals, or party. **Contractor and the County have executed this contract in duplicate originals, or party. **Contractor and the County have executed this contract in duplicate originals, or party. **Contractor and the County have executed this contract in duplicate originals, or party. **Contractor and the County have executed this contract in duplicate originals, or party. **Contractor and the County have executed this contract in duplicate originals. **Contractor and the County have executed this contract in duplicate originals. **Contractor and the County have executed this contractor and the County have executed the County have e	
Vous L. Willing.	4/27/22
Signature	Date
Signature Vernon L. Whatters Jr Printed Name	Presidal LEO
Printed Name	Title
COUNTY Signature (must be legally authorized to sign contracts for County DSS)	5/27/2022 Date
Micah Eunis	Director
Printed Name	Title
This instrument has been pre-audited in the manner required by the Local Government	nent Budget and Fiscal Control Act.
Signature of County Finance Officer	Date

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 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. 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, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

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

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.

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.

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.

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.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's 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.

Nazareth Child and Family Connection

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

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 County. 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. 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.

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 Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, 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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

Nazareth Child and Family Connection or phrase shall be read to include the plural and vice versa.

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 published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 56-0556754 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: Nazareth Child and Family Connection
- 2. If different from Contract Administrator Information in General Contract:

Address

Ге	lephone Numb	er:	Fax Number	: Email:	
3.	Name of Prog	ram (s):			
4.	Status:	Public	□ Priva	ate, Not for Profit	Private, For Profit
5.	Contractor's F	inancial Rep	orting Year	October through	September
В.	Explanation of	of Services to	be provided	and to whom (inc	lude SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Level II for Males/Foster Care/Therapeutic Foster Care/Child Placing Agency/Residential Care/Residential Child Care/Institution/Special Program-TX

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates		
	Age 0-5	Age 6-12	Age 13+
Foster Care			
Therapeutic Foster Care	\$514	\$654	\$698
Residential Treatment (Level 2)			
Child Placing Agency	\$1,472	\$1,637	\$1,702
Residential Child Caring Institution	\$4,318	\$4,510	\$4,580
Standard Board and Treatment Rates	Daily Rates		
	Board	Treatment*	
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88	
Residential Treatment Level 3, 5+ beds	\$33	\$189.75	
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71	
Residential Treatment Level 4, 5+ beds	\$40	\$315.71	

2. Negotiated County Rate.

Additional county funds per individual client agreements.

- D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.
- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- 1. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 2. Share all information needed to ensure a good match/appropriate placement.
- Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Provide Services:

- 1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs.
 Within reason and to be negotiated as needed, provide for personal hygiene items, school
 supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- **6.** Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.

- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
- 8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- Notify County immediately when a child receives emergency care, is hospitalized, is placed
 in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local
 authorities immediately upon discovering a child is missing.
- 2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- 8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
- Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- 11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- 12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

- Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - Documentation of custody.
 - Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - i. Visitation agreement (if applicable).
 - i. Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - 1. Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

- Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
- Conduct in-person visits with each child at least once a month in the placement provider's home.
- Monitor and assure implementation of all aspects of a child's treatment plan, including courtordered visitation by parent/guardian.
- 4. Enroll/withdraw the child in school.

Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

- 1. Coordinate required medical exams for each child and advise Private Partner of results.
- 2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
- Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
- 4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
- Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- **6.** Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
- Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
- **8.** Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.

9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

(Date Submitted)

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- 2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]
 - [] He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature L. Malting.

Contractor Name

Title

Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. 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.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - 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:
 - The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. 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:
 - i. Abide by the terms of the statement; and

Address

- 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 Department within ten days after receiving notice under subparagraph (d)(ii) 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)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - 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
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street 725 Crescent Ru	and	
City, State, Zip Code Rockwell	nc 28138	
Street		
City, State, Zip Code		

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- 4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 that contain provisions for children's services and that all subgrantees shall certify accordingly.

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- 1. By signing and submitting this document, 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 originate may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant will provide immediate written notice to the person to whom this 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, 45 CFR Part 76. You may contact the person to whom 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 document that it will include the 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 by 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

- The prospective lower tier participant certifies, by submission of this document, 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.

V. Certification Regarding Lobbying

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

- 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- 1. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Type of Federal Action: 2. Status of Federal		Action:	3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	□ a. Bid/offer/application □ b. Initial Award □ c. Post-Award		a. initial filing b. material change For Material Change Only: YearQuarter
			Date Of Last Report:
4. Name and Address of Reporting Entity: Prime Subawardee Tier (if known) Congressional District (if known)		and Address of	tity in No. 4 is Subawardee, Enter Name Prime: ct (if known)
6. Federal Department/Agency:		Federal Program CFDA Number (i	n Name/Description: if applicable)
Federal Action Number (if known)		9. Award Amount (if known) \$
Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)		b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)	
11. Amount of Payment (check all that app			t (check all that apply):
\$ actual planned 12. Form of Payment (check all that apply): a. cash b. In-kind; specify: Nature Value		a. retainer b. one-time fee c. commission d. contingent f e. deferred f. other; speci	
Brief Description of Services Performe Member(s) contacted, for Payment Inc.			
15. Continuation Sheet(s) SF-LLL-A attac	hed:	☐ Yes	□ No
16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Print Name:	Date:
Federal Use Only	THE REAL PROPERTY.		Authorized for Local Reproduction Standard Form - LLL



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;
 - 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 PO Box 14380r possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person Rockwell, North Grebon 14380r possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person Rockwell, North Grebon 14380r possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person Rockwell, North Grebon 14380r possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person 14380r possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person 14380r possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person 14380r possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person 14380r possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person 14380r possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person 14380r possible conflicts of interest in the person 14380r possible conflicts of i

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Rowan County







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:
 - 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.

Jan of Children Home

Name of Organization Signature of Organization Official NOTARIZED CONFLICT OF	Date DF INTEREST POLICY
State of North Carolina County of Rowan	
1. Amy H. Bost	, Notary Public for said County and State, certify
Vernon L Walters, Ir acknowledged	personally appeared before me this day and
that he/she is CEO President Nazare in Children's Hom	of [enter name of entity]
and by that authority duly given and as the act of the O Interest Policy was adopted by the Board of Director held on the day of	ors/Trustees or other governing body in a meeting
Sworn to and subscribed before me this da	y of April 2022
My Commission expires	12 2024 Bublic















April 27, 2022

Rowan County Department of Social Services To:

Certification:

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

Sworn Statement:

Vernon L. Walters, Jr and Christopher Lookabill, Jr., being duly sworn, say that we are President/CEO and Director of Finance, respectively, of Nazareth Children's Home of Rockwell in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Signature:

President/CEO

Director of Finance

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

tary Signature and Seal)

Commission Expires:

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











ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human 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;
- 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;
- 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;
- 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 Rowan 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 Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8.	Disclosing, at the outset of the contract, upon renewal and upon request, any crimina
	convictions or other reasons for disqualifications from participation in Medicare,
	Medicaid or Title XX programs (signature on this form confirms this statement).

Signature

Agency/Organization

Title

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service Exempt Organizations Determinations P.O. Box 2508 Cincinnati, OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/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 (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby 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
- (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)
 - (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.
- 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:				
Contractor's Authorized Agent:	Signature		Date	
	Printed Name	Title		
Witness:	Signature		Date	
	Printed Name	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

Rowan 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.
- 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)).

ature

with or and

Title

Date

(Certification signature should be same as Contract signature.)

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 6/20/22

SUBJECT: Contract – Thompson Child and Family Focus for DSS

Department of Social Services would like to enter into a contract with Thompson Child and Family Focus to provide therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022 - June 30,2023 and will not exceed \$100,000.

Attached is the proposed contract with Thompson Child and Family Focus.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Thompson Child and Family Focus for therapeutic foster care services in an amount not to exceed \$100,000.

ATTACHMENTS:

DescriptionUpload DateTypeContract6/13/2022Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

TO:	Aaron Church, Rowan County Manager			
FROM:	Micah Ennis, Director			
DEPT:	Social Services			
DATE:	5/19/2022			
SUBJECT:	Thompson Child and Family Focus			
PURPOSE C	OF CONTRACT:			
This vendo	r provides Level 2-4 therapeutic foster care to children in DSS custody.	_		
		_		
		_		
_		_		
		_		
	CONTRACT CERTIFICATION			
	tting this memorandum, I agree that I have:			
1. Read a	and understand the terms of the contract.			

2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan

3. I have secured and attached in MUNIS the Certificate of Insurance.

County Purchasing Policy and any applicable regulations.

Signature of Director

DATE

Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Thompson Child and Family Focus (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-0547460 and DUNS Number (required if funding from a federal funding source). 74493560

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) Combined Federal Certifications (Attachment C)					
	(5) Conflict of Interest Policy (Attachment D)					
	(6) No Overdue Taxes (Attachment E)					
	(7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)					
	(8) Certification of Transportation (Attachment J)					
	(9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf (10)Certain Reporting and Auditing Requirements (Attachment L)					
	(11)State Certification (Attachment M)					
	(12)Attachment N - Non-Discrimination, Clean Air, Clean Water					
	(16) Contract Determination Questionnaire (required)					
	These documents constitute the entire agreement between the Parties and supersede all prior oral or written statement or agreements.					
2.	Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract					
۷.	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 on7/1/2022 and shall terminate on 6/30/2023,						
	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.					
	Attachment B, Coope 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 \$ 100,000.00					
	This amount consists of \$\ in Federal funds (CFDA #\), \$\ in State Funds, \$\ in County funds					
	a. There are no matching requirements from the Contractor.					
	□ b. The Contractor's matching requirement is \$, which shall consist of:					
	☐ In-kind ☐ Cash					
	☐ Cash and In-kind ☐ Cash and/or In-kind					

Reversion of Funds:

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

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed \$100,000.00.

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
	Micah M. Ennis, Director Rowan 1813 East Innes Street Salisbury NC 28146	Name & Title Micah M. Ennis, Director County Rowan Street Address 1813 East Innes Street City, State, Zip Salisbury NC 28146
Telephone Fax Email	704.216.8422 704.638.3041 Micah.Ennis@rowancountync.gov	

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title Officer	Andrea Smith, Chief Administrative	Name & Title Officer	Andrea Smith, Chief Administrative
Company Name Mailing Address City State Zip	Thompson Child and Family Focus 6800 St. Peter's Lane Matthews NC 28105	Street Address	Thompson Child and Family Focus 6800 St. Peter's Lane Matthews NC 28105
Telephone Fax Email	704-644-4419 704-531-9266 asmith@thompsoncff.org		

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (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:

(can be delted if not needed)

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 duplicate originals, with one original being retained by each party. Andreas Printer 14/22/2022

Signature	Date
Andrea Smith	chief Administrative Officer
Printed Name	Title
COUNTY	17 12
Signature (must be legally authorized to sign c	ontracts for County DSS) Date
Micah Eunis	DIRECTOR
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

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 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. 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, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor 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.

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.

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.

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.

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.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's 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.

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During the performance of this contract, the contractor is
to notify the County contract administrator of any contact

to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

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 County. 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. 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.

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 Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, 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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

Thompson Child and Family Focus or phrase shall be read to include the plural and vice versa.

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 published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 56-0547460 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: Thompson Child and Family Focus
- 2. If different from Contract Administrator Information in General Contract:

Address

Tel	ephone Num	ber:	Fax Number	: Email:	
3. 1	Name of Pro	gram (s):			
4. 5	Status:	Public Public	⊠ Priva	ate, Not for Profit	Private, For Profit
5. (Contractor's	Financial Re	porting Year	July through June	
R	Explanation	of Services t	o be provided	and to whom (inclu	de SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Foster Care/Therapeutic Foster Care/Child Placing Agency/PRTF

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates					
	Age 0-5	Age 6-12	Age 13+			
Foster Care		The Description				
Therapeutic Foster Care	\$514	\$654	\$698			
Residential Treatment (Level 2)						
Child Placing Agency	\$1,472	\$1,637	\$1,702			
Residential Child Caring Institution	\$4,318	\$4,318 \$4,510				
Standard Board and Treatment Rates	Dai					
	Board	Treatment*				
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88				
Residential Treatment Level 3, 5+ beds	\$33	\$189.75				
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71				
Residential Treatment Level 4, 5+ beds	\$40	\$315.71	1			

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 2. Share all information needed to ensure a good match/appropriate placement.
- Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Provide Services:

- Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.

- For placements involving mental health treatment (Levels 2-4, PRTF), provide case
 management including development and maintenance of Person-Centered Plan and oversee
 requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- Notify County immediately when a child receives emergency care, is hospitalized, is placed
 in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local
 authorities immediately upon discovering a child is missing.
- 2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- Attend court hearings and provide information to the court as needed. If attendance is not
 feasible, review report prior to court. Private Partner should provide a written summary to the
 court regarding each child's progress.
- Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- 12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

- Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - i. Visitation agreement (if applicable).
 - Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - 1. Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - Any other forms or information required by the Private Partner.

Provide Services:

- Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
- Conduct in-person visits with each child at least once a month in the placement provider's home.
- Monitor and assure implementation of all aspects of a child's treatment plan, including courtordered visitation by parent/guardian.
- 4. Enroll/withdraw the child in school.
- Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

Coordinate required medical exams for each child and advise Private Partner of results.

- If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
- Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
- 4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
- Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
- Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
- 8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
- 9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

(Date Submitted)

14/22/202

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]
 - [] He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

- He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature Chief Administrative Officer
Title

Thompson Child & Family Focus

Contractor Name

04/22/2022 Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. 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.

II. Certification Regarding Drug-Free Workplace Requirements

- The Contractor certifies that it will provide a drug-free workplace by:
 - 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:
 - The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 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:
 - i. Abide by the terms of the statement; and

Address

- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) 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)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - 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
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street 769 N. City, State, Zip Code				
City, State, Zip Code	Charlotte	NC	28211	
Street				
City, State, Zip Code				

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 that contain provisions for children's services and that all subgrantees shall certify accordingly.

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- 1. By signing and submitting this document, 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 originate may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant will provide immediate written notice to the person to whom this 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, 45 CFR Part 76. You may contact the person to whom 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 document that it will include the 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 by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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- 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

- The prospective lower tier participant certifies, by submission of this document, 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.
- 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.

V. Certification Regarding Lobbying

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

- 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- 1. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

a. contract b. grant	2. Status of Federa a. Bid/offer/ap b. Initial Award c. Post-Award	plication	3. Report Type: a. initial filing b. material change For Material Change Only: Year Quarter Date Of Last Report:			
4. Name and Address of Reporting Entity: Prime Subawardee Tier (if known) Congressional District (if known) 6. Federal Department/Agency:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District (if known) 7. Federal Program Name/Description: CFDA Number (if applicable)				
8. Federal Action Number (if known) 10. a. Name and Address of Lobbying Entit (if individual, last name, first name, Market Continuation Sheet(s) SF-LLL-A, in	īr):	9. Award Amount (if known) \$ b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)				
11. Amount of Payment (check all that apply \$	actual planned	13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify:				
Member(s) contacted, for Payment Indic	ated in Item 11(attacl	Continuation Sh				
 Continuation Sheet(s) SF-LLL-A attached Information requested through this form title 31 U. S. C. section 1352. This discles activities is a material representation of foreliance was placed by the tier above who was made or entered into. This disclosus pursuant to 31 U. S. C. 1352. This information reported to the Congress semi-annually available for public inspection. Any personal the required disclosure shall be subject to not less than \$10,000 and not more than such failure. 	is authorized by osure of lobbying act upon which en this transaction re is required nation will be and will be on who fails to file o a civil penalty of	Signature: Print Name: _ Title:	Yes No Date:			
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL			

Thompson Child and Family Focus CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of North Cavolina		
County Mecklenburg	-	
1, Anne Christiansen	, Notary Public for sa	aid County and State, certify that
Andrea Smith	personally appeared before	e me this day and acknowledged
that he/she is Chief Administrative off	niter of Thompson ([name of Organization	Child & Family Focus
and by that authority duly given and as the act of	f the Organization, affirme	ed that the foregoing Conflict of
the 29th day of Jahuary, 2009	2.0	overning body in a meeting held on
Sworn to and subscribed before me this 2 3	day of April	, 2022
Anne Christiansen Notary Public Mecklenburg County NC My commission explicit ficial Sea 2023		Notary Public
My Commission expires Ququst	9 ,20 23	
Instruction for Organization: Sign and attach the following pages after governing body OR replace the following Thompson Child & Family Name of Organization	with the current adopte	
Signature of Organization Official		



Board of Trustees and Officers Conflicts of Interest Policy

Purpose of Policy

The purpose of this policy is to protect the interests of Thompson when it is contemplating entering into a transaction or other business relationship that might, directly or indirectly, benefit the private or outside interests of one of Thompson's Board of Trustees or officers.

Conflicts of interest potentially place personal or outside interests at odds with the fundamental duty of loyalty owed by Thompson officers and Board of Trustees as fiduciaries of Thompson. The appearance of a conflict of interest can also damage Thompson's institutional credibility and ability to fulfill its mission and programmatic goals. The Board of Trustees expects that members and officers will respect their obligations to act in the best interests of Thompson in fulfilling the mission/business objectives.

Definitions

- Conflict of Interest. "Conflict of Interest" means any Transaction involving Thompson and an Interested Person.
- Interested Person. "Interested Person" means, with respect to any Transaction to which Thompson is a party, any
 of Thompson's directors or officers if such person:
 - Is a party to the Transaction;
 - Is a Board of Trustees member or officer of any other corporation, firm, association, or other entity that is
 a party to the Transaction (or holds a position in such corporation, firm, association or other entity with
 responsibilities or powers like those of a director or officer); or
 - Has a direct or indirect Substantial Financial Interest in such Transaction.
- <u>Substantial Financial Interest</u>. A person has a "Substantial Financial Interest" in any corporation, firm, association or
 other entity if such person receives compensation (i.e., wages, fees, other direct or indirect remuneration, gifts or
 favors that are substantial in nature, etc.) from or has, directly or indirectly, through business, investment or Family,
 an aggregate beneficial equity interest of 10 percent or more in such corporation, firm, association or other entity.
- <u>Family</u>. The "Family" of an individual shall include (i) such individual's parents, spouse, children, brothers and sisters, (ii) the parents, brothers and sisters of the individual's spouse and (iii) the spouses of the individual's parents, children, brothers and sisters.
- <u>Transaction</u>. The term "Transaction" means any contract, investment, loan, lease, joint venture, or other business
 or financial arrangement, whether direct or indirect.

Statement of Policy

Per Se Conflicts of Interest

Thompson shall not make a loan to (i) any of Thompson's current Board of Trustees members or officers; (ii) any corporation, firm, association or other entity in which any current member or officer is a director, officer or employee (or holds a position in such corporation, firm, association or other entity with the responsibilities or powers similar to those of a director or officer); or (iii) any corporation, firm, association or other entity in which any member or officer has a direct or indirect Substantial Financial Interest.

The ordinary deposit of funds in a bank or the purchase by Thompson of bonds, debentures, or similar obligations of a type customarily sold in public offerings shall not be considered loans for purposes of this policy. In addition, notwithstanding the above prohibition, Thompson may make a loan to another not-for-profit corporation that is a "Type B" corporation under applicable North Carolina State law, subject to the disclosure and approval requirements of this policy if such loan represents a Conflict of Interest.

Compensation Decisions

Compensation to officers shall require the affirmative majority vote of the Board of Trustees, unless a higher proportion is set in the Certificate of Incorporation or By-laws.

Procedures in Other Conflict of Interest Cases

If any Board of Trustees member or officer is an Interested Person in connection with any Transaction to which Thompson is a party, the member or officer must disclose in good faith to the Board or the Board Committee that is considering the Transaction any material facts relevant to why such Transaction may present a Conflict of Interest.

If the Board or Committee that is considering a Transaction has been informed or is otherwise aware of a potential Conflict of Interest:

- Any Interested Person may make a presentation to the Board or Committee regarding the Transaction, but
 after making such presentation he or she shall leave the Board or Committee meeting while the remaining
 Board or Committee members discuss the Transaction and the possible existence of a Conflict of Interest; and
- The remaining Board or Committee members shall decide if the Transaction presents a Conflict of Interest.

If the Interested Person is an Officer, such person may not be counted in determining the presence of a quorum for any vote concerning the existence of a Conflict of Interest. No Interested Person shall participate in, or use personal influence regarding, the deliberations concerning the existence of a Conflict of Interest.

Following due deliberation pursuant to this policy, the Board or Committee may determine that a Transaction does not present a Conflict of Interest. In such cases the Board or Committee need take no further action prior to approving the Transaction, other than its usual procedures for approving Transactions.

If the Board or Committee determines that a Conflict of Interest exists, the Transaction may be authorized (a) by the Board of Directors, but only by a vote sufficient to approve the Transaction without including the vote of any officer that is an Interested Person; or (b) by the members of Thompson that are entitled to vote thereon, if any, by a vote sufficient to approve the Transaction.

Additional Guidelines for Officers, Committee Members, Board of Trustees Members

Officers and Committee members shall not use their position with Thompson to benefit the interests of a particular organization, constituency, or special interest group by any means, including but not limited to, providing information not available to potential transaction partners or grantees, lobbying on behalf of or serving as spokesperson to Thompson for an organization or interest group with which he or she is affiliated, or attempting to effect a positive decision for such organization or interest group through his or her position within Thompson.

Officers, Committee members, and Board members will maintain the confidentiality of all non-public information about Thompson of which they become aware. Officers, Committee members, and Board members shall not use confidential information for any purpose other than as required to carry out on behalf of the Agency.

Records of Proceedings

The minutes of the Board and all Committee meetings shall contain:

- The names and positions of Board members and officers who disclosed that they were Interested Persons or
 otherwise were found to be Interested Persons, a description of the nature of the relationship and/or
 Substantial Financial Interest which gave rise to such disclosure or identification, and a description of the
 Transaction at issue;
- The names of the Board members who were present during the taking of the action to determine whether a Conflict of Interest was present, and the basis for there being a quorum for the taking of such action;
- The steps taken by the Board or Committee to determine whether a Conflict of Interest was present;
- The Board's or Committee's decision as to whether a Conflict of Interest was present and the basis for such decision; and

The Board or Committee's decision as to whether to proceed with the Transaction and the names of the
persons who voted to approve the Transaction.

Annual Statements

Each Board of Trustees member shall annually sign a Disclosure and Affirmation Statement describing their relationships with outside parties.

Referral to Counsel

Questions regarding interpretation or application of this policy should be referred to Thompson's legal counsel for clarification.

Enforcement of Policy

If the Board of Trustees or a Committee has reasonable cause to believe that a Board member or officer has failed to make disclosure when there was a Conflict of Interest and such Board member or officer knew or should have known that there was a Conflict of Interest, the Board or Committee shall inform such Board member or officer of the basis for such belief and afford such Board member or officer an opportunity to explain the alleged failure to disclose. If, after receiving the response of such Board member or officer and making such further investigation as may be warranted in the circumstances, the Board or Committee determines that such Board member or officer has in fact failed to disclose a Conflict of Interest, it shall take appropriate disciplinary and corrective action. Failure to disclose a Conflict of Interest may constitute grounds for the Board member or officer's removal from his or her position for cause.

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

- Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
- 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;
- 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;
- 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 Rowan 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)
- Contractor will maintain records documenting the following (County may require contractor to provide):
 - a. Valid current copies of Drivers License for all drivers;

(Certification signature should be same as Contract signature.)

- 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.
- 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).

Chief Administrative Officer
Title
04/22/2022
Date
04/22/2022 Date

State Certifications

Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter-64/Article-2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/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

- 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
- (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:	Thompson Child & Family Focus	
Contractor's Authorized Agent:	Signature Annua 8millo Date 04/22/2022	
	Printed Name Andrea Smith Title Chief Admin. Officer	
Witness:	Signature and Chustians Date 4-22-22	
	Printed Name Anne Chois tiansen Title Administrative Assistan	1+

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

Rowan 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.
- 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.
- 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)).

Thompson Child & Family Focus

Agency/Organization

04/22/2022

(Certification signature should be same as Contract signature.)



Date: April 15, 2022

To: State Agency Head and Chief Fiscal Officer

Certification:

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

Sworn Statement:

Gregory L. Taylor and Andrea Smith being duly sworn, say that we are the Board Chair and Chief Administrative Officer, respectively, of Thompson Child & Family Focus of Matthews in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Chief Administrative Officer

Anne Christiansen Notary Public

Mecklenburg County, NC
My commission expires August 19, 2023

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

(Notary Signature and Seal)

My Commission Expires: (10405+19, 2023

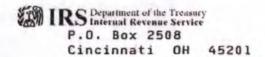
If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:

NCGrants@osbm.nc.gov-(919)807-4795

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."



BBB



In reply refer to: 1000571575 Aug. 26, 2019 LTR 4168C 0 56-0547460 201812 67 Input Op: 0752139620 00037189 BODC: TE

THOMPSON CHILD & FAMILY FOCUS 6800 SAINT PETERS LN MATTHEWS NC 28105-8458



011594

Employer ID number: 56-0547460 Form 990 required: YES

Dear Taxpayer:

We issued you a determination letter in JANUARY 1944, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) (03).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF. Return of Private Foundation or Section 4947(a)(1)
 Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

1000571575 Aug. 26, 2019 LTR 4168C 0 56-0547460 201812 67 Input Op: 0752139620 00037190

THOMPSON CHILD & FAMILY FOCUS 6800 SAINT PETERS LN MATTHEWS NC 28105-8458

Sincerely yours,

Teri M. Johnson

Operations Manager, AM Ops. 3

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CERTIFICATE OF LIABILITY INSURANCE

6/29/2021

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

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

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Rowan County Department of Social Services				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
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ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Caleb Sinclair

DATE: 6/20/22

SUBJECT: Golder Associates NC, Inc - Environmental Consulting Agreement

Rowan County Environmental Services would like to continue using the services of Golder Associates NC, Inc. to provide environmental program management services for three (3) landfills owned and/or operated by the County. Golder will be responsible for managing and coordinating field, laboratory and routine reporting activities associated with the monitoring the County's landfills and will ensure compliance with the applicable NC General Statutes, NC Solid Waste Management Rules, facility permits and in adherence with project scope and schedule (described in attach). The total fee is not to exceed \$49,500. This is a 5% increase from the FY21-22 amount.

Attached is the FY22-23 proposal from Golder Associates NC, Inc.

It is recommended that the Board of Commissioners authorize the County Manager to sign an agreement with Golder Associates NC, Inc. for environmental consulting services for the landfills in an amount not to exceed \$49,500.

ATTACHMENTS:

DescriptionUpload DateTypeRevised Proposal for FY 22-236/9/2022Cover Memo



June 8, 2022 Proposal No. 202201289

Mr. Caleb Sinclair, Director

Rowan County Department of Environmental Management 1102 N Long Street Extension East Spencer, North Carolina 28039

REVISED PROPOSAL FOR PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR THE 2022-2023 FISCAL YEAR

Dear Caleb,

In preparation for fiscal year 2022 - 2023 (FY 22-23), Golder Associates NC, Inc., a member of WSP (Golder), is pleased to submit this revised proposal for the continuation of environmental program management services for the three landfills owned and/or operated by Rowan County (the County), North Carolina (NC). These services are a continuation of services covered under our January 7, 2021, submittal in response to the County's December 21, 2020, *Request for Qualifications*. As you know, the County is responsible for annual water quality monitoring at the closed unlined municipal solid waste (MSW) facility (NC Solid Waste Permit No. 80-01), as well as semi-annual water quality monitoring at the closed construction and demolition (C&D) landfill and the active MSW facility (NC Solid Waste Permit No. 80-03). In addition, quarterly methane monitoring is required for permit 80-03.

Golder proposes to be responsible for managing and coordinating field, laboratory, and routine reporting activities associated with the County's environmental monitoring programs at the closed and active landfills to ensure compliance with the applicable NC general statutes, NC Solid Waste Management Rules (NCSWMR), the facility permits, and in adherence with project scope and schedule (describe in detail below). This proposal includes the fees associated with services related to routine annual/semi-annual water quality sampling and reporting at the active and closed landfills, quarterly landfill gas monitoring and reporting at the active MSW and closed C&D landfill, as well as general consulting services (budget which has been historically used to cover unscheduled issues such as special waste acceptance, verification sampling, minor alternate source demonstrations, well redevelopment, etc.).

SCOPE AND SCHEDULE

Based on the services provided in the previous fiscal year (July 1, 2022 through June 30, 2023) and our understanding of the site monitoring requirements, we are proposing the following activities for FY 22-23:

Task 100: Active MSW and Closed C&D Landfill Water Quality Monitoring and Reporting (Active Site – NC SWP # 80-03)

Phase 100 activities consist of coordinating and performing the water quality monitoring (which includes the sampling of groundwater, surface water, and leachate) and associated reporting at the active MSW landfill and closed C&D landfill located at 789 Campbell Road in Woodleaf, NC. As presented, the water quality monitoring at these facilities is performed semi-annually (typically in January and July) as required by the NCSWMR. Golder proposes to continue sampling during January and July to take advantage of reduced laboratory rates during these months. The following monitoring and reporting tasks are included based on the current approved Water Quality Monitoring Plan (WQMP) for the MSW and C&D facilities.

Field Work: Sampling and Analysis

The sampling and analysis scope-of-work consists of the following activities:

- The gauging of static water levels in 24 groundwater monitoring wells during each semi-annual water quality monitoring event at the active MSW landfill and closed C&D landfill.
- The low-flow sampling (utilizing dedicated bladder pumps), the recording of stabilization parameters (in accordance with industry standards), and the laboratory analysis of each sample for NC Appendix I constituents (in accordance with the *Detection Monitoring Program* detailed in 15A NCAC 13B .1633) in 15 groundwater monitoring wells during each semi-annual water quality monitoring event at the active MSW landfill.
- The low-flow sampling (utilizing dedicated bladder pumps), the recording of stabilization parameters (in accordance with industry standards), and the laboratory analysis of each sample for NC Appendix I plus C&D list constituents (in accordance with the *Monitoring Plans and Requirements for C&DLF Facilities* detailed in 15A NCAC 13B .0544) and 1,4-dioxane at groundwater wells MW-17 and MW-19R will be analyzed. The samples from MW-18R will be analyzed for NC Appendix I plus detected Appendix II parameters plus C&D list constituents and 1,4-dioxane in accordance with Assessment Monitoring Work Plan approved by NC Department of Environmental Quality (DEQ) on January 20, 2022. Also, a pore-water sample (PWS-1) will be collected from the stream bed south of MW-18R2 during the 1st semi-annual water quality monitoring event of 2023 for analysis of NC Appendix I Volatile Organic Compounds (VOCs) per the January 18, 2022, *Assessment Monitoring Work Plan*.
- The collection of a groundwater sample, the recording of water quality parameters, and the laboratory analysis of each sample for NC Appendix I constituents (in accordance with the *Detection Monitoring Program* detailed in 15A NCAC 13B .1633) from one underdrain outfall during each semi-annual water quality monitoring event at the active MSW landfill.
- The collection of surface water samples, the recording of water quality parameters, and the laboratory analysis of each sample for NC Appendix I constituents from 5 locations during each semi-annual water quality monitoring event at the active MSW and closed C&D landfill. The sample for the C&D unit (SW-5) will also be analyzed for 1,4-dioxane during each event.
- The collection of a leachate sample, the recording of water quality parameters, and the laboratory analysis of the sample for NC Appendix I constituents plus chemical oxygen demand (COD), biological oxygen demand (BOD), phosphate, nitrate, and sulfate. Annually during the first semi-annual event, the leachate is also analyzed for 1,4-dioxane.

- The collection of a field blank using laboratory de-ionized water for the laboratory analysis of NC Appendix I constituents plus tetrahydrofuran (THF), 1,4-dioxane, mercury, iron, and manganese.
- The analysis of a trip blank for NC Appendix I volatile organic compounds (VOCs) plus tetrahydrofuran.
- The completion of a visual inspection and the documentation of the inspection results on a *Well Condition Summary Form* which documents the conditions of each monitoring well and other relevant site features during each monitoring event.

As presented, during each water quality monitoring event, Golder will record field measurements (e.g., water quality or stabilization parameters) including pH, specific conductance or conductivity, temperature, dissolved oxygen, oxidation reduction potential, and turbidity. After collection of each sample, the sample bottles will be placed in a cooler on ice and tracked under a chain-of-custody until their delivery at the laboratory. Golder proposes to continue to utilize Environmental Conservation Laboratories (ENCO) located in Cary, NC for laboratory services.

Prior to use each day, the water quality meter, turbidity meter, and any additional field equipment utilized will be calibrated in the field in accordance with the manufacturer's specifications. Calibration information will be recorded on an equipment calibration log. As outlined in the facility WQMP the upgradient groundwater monitoring wells and upstream surface monitoring locations will be purged and sampled prior to the collection of samples from downgradient (or downstream) monitoring locations to mitigate the potential for cross-contamination. In addition, field equipment will be decontaminated between each sampling location.

Golder will maintain copies field notes, field information logs, well inspection summary forms, calibration logs, and chain-of-custody forms on file for future reference, and will incorporate copies of the field information logs, well inspection forms, and chain-of-custody forms into the semi-annual water quality monitoring reports.

Reporting:

Following the receipt of the laboratory analytical results, Golder will review the laboratory-provided quality assurance and quality control (QA/QC) data and qualify relevant data as appropriate in accordance with published US Environmental Protection Agency (US EPA) protocols or applicable NC DEQ guidance. After reviewing the laboratory data for completeness and QA/QC, Golder will assess the data (using statistics if necessary) and advise the County of any potential detections of concern by comparing the results to the applicable water quality standards. Should verification sampling be deemed necessary, Golder will provide scope, schedule, and fees and propose to complete the verification sampling under our general consulting phase (included as Phase 300).

Following receipt of the complete data package (inclusive of any potential verification sampling activities), Golder will prepare a *Semi-Annual Water Quality Monitoring Report*, which will be submitted in draft form to the County for review and comment prior to final submission to NC DEQ. As required by the NCSWMRs, each *Semi-Annual Water Quality Monitoring Report* will contain:

- A discussion of field activities and statistical evaluation methods
- A summary table of laboratory analytical results
- A summary table of statistical evaluations (any evaluations required for the active MSW and closed C&D facilities based on exceedances of applicable water quality standards)

- A summary table of static water level measurements
- A site location and potentiometric groundwater surface contour map which will include the direction of groundwater flow and an evaluation of the rate of groundwater flow (for the active MSW and closed C&D landfills)
- Documentation of field activities (including the field information logs)
- Statistical evaluation worksheets (if required)
- The laboratory certificates-of-analysis and chain-of-custody forms
- Conclusions and recommendations (as applicable).

As presented, upon approval of the County, a Golder licensed professional geologist in the State of North Carolina will complete and seal the required electronic data submittal form prior to submitting the *Semi-Annual Water Quality Monitoring Report* to the NC DEQ. The final deliverable provided to the NC DEQ will include the report text, tables, figures, field information logs, laboratory certificates-of-analysis and completed chain-of-custody forms, and any required statistical evaluations, along with required electronic data deliverables. Should a *14-Day Notification of Exceedance of a Groundwater Standard* or an *Alternate Source Demonstration* (ASD) be deemed necessary Golder will again provide scope, schedule, and fees and propose to complete the work under our general consulting phase (Phase 300) or if the proposed fees exceed those remaining in the general consulting phase Golder will provide the County with a new proposal to complete the work.

Task 101: Closed MSW Landfill Water Quality Monitoring and Reporting (Closed Site – NC SWP # 80-01)

Phase 101 activities consist of coordinating and performing the water quality monitoring (which includes the sampling of groundwater and surface water) and associated reporting at the closed MSW landfill located off National Guard Road in Salisbury, NC next to the Mid-Carolina Regional Airport (RUQ). As presented, the water quality monitoring at this facility is performed annually (typically in July) as required by the NCSWMR. Golder proposes to continue sampling during July to take advantage of reduced laboratory rates during this month. The following monitoring and reporting tasks are included based on the applicable NCSWMRs.

Field Work: Sampling and Analysis

The sampling and analysis scope-of-work consists of the following activities:

- The gauging of static water levels in 5 groundwater monitoring wells during the annual water quality monitoring event at the closed MSW landfill.
- The purging and sampling of 5 groundwater monitoring wells, the recording of water quality parameters during purging and at the time of sampling, and the laboratory analysis of each sample for NC Appendix I VOCs, Resource Conservation and Recovery Act (RCRA) metals, and 1,4-dioxane during the annual water quality monitoring event. Purging of these groundwater monitoring wells prior to sampling will consist of the evacuation of three well volumes prior to sampling per industry standard techniques and US EPA guidelines.
- The collection of surface water samples, the recording of water quality parameters, and the laboratory analysis of each sample for NC Appendix I VOCs, RCRA metals, and 1,4-dioxane from 2 locations during the annual water quality monitoring event at the active MSW and closed C&D landfill.

- The collection of a field blank using laboratory de-ionized water for the laboratory analysis of NC Appendix I VOCs and RCRA metals.
- The analysis of a trip blank for NC Appendix I VOCs.
- The completion of a visual inspection and the documentation of the inspection results on a *Well Condition Summary Form* which documents the conditions of each monitoring well and other relevant site features during the annual monitoring event.

As presented, during each water quality monitoring event, Golder will record field measurements (e.g., water quality or stabilization parameters) including pH, specific conductance or conductivity, temperature, dissolved oxygen, oxidation reduction potential, and turbidity. After collection of each sample, the sample bottles will be placed in a cooler on ice and tracked under a chain-of-custody until their delivery at the laboratory. As presented, Golder proposes to continue to utilize ENCO located in Cary, NC for laboratory services.

Prior to use each day, the water quality meter, turbidity meter, and any additional field equipment utilized will be calibrated in the field in accordance with the manufacturer's specifications. Calibration information will be recorded on an equipment calibration log. As outlined in the facility WQMP the upgradient groundwater monitoring wells and upstream surface monitoring locations will be purged and sampled prior to the collection of samples from downgradient (or downstream) monitoring locations to mitigate the potential for cross-contamination. In addition, field equipment will be decontaminated between each sampling location.

Golder will maintain copies field notes, field information logs, well inspection summary forms, calibration logs, and chain-of-custody forms on file for future reference, and will incorporate copies of the field information logs, well inspection forms, and chain-of-custody forms into the annual water quality monitoring reports.

Reporting:

Following the receipt of the laboratory analytical results, Golder will review the laboratory-provided QA/QC data and qualify relevant data as appropriate in accordance with published US EPA protocols or applicable NC DEQ guidance. After reviewing the laboratory data for completeness and QA/QC, Golder will assess the data (using statistics if necessary) and advise the County of any potential detections of concern by comparing the results to the applicable water quality standards. Should verification sampling be deemed necessary, Golder will provide scope, schedule, and fees and propose to complete the verification sampling under our general consulting phase (included as Phase 300).

Following receipt of the complete data package (inclusive of any potential verification sampling activities), Golder will prepare an *Annual Water Quality Monitoring Report*, which will be submitted in draft form to the County for review and comment prior to final submission to NC DEQ. The *Annual Water Quality Monitoring Report* will contain:

- A discussion of field activities and statistical evaluation methods (if applicable)
- A summary table of laboratory analytical results
- A summary table of statistical evaluations (if applicable)
- A summary table of static water level measurements
- A site location map showing the location of each sampling point

- Documentation of field activities (including the field information logs)
- Statistical evaluation worksheets (if required)
- The laboratory certificates-of-analysis and chain-of-custody forms
- Conclusions and recommendations (as applicable).

As presented, upon approval of the County, a Golder licensed professional geologist in the State of North Carolina will complete and seal the required electronic data submittal form prior to submitting the *Annual Water Quality Monitoring Report* to the NC DEQ. The final deliverable provided to the NC DEQ will include the report text, tables, figures, field information logs, laboratory certificates-of-analysis and completed chain-of-custody forms, and any required statistical evaluations, along with required electronic data deliverables. Should an ASD be deemed necessary Golder will again provide scope, schedule, and fees and propose to complete the work under our general consulting phase (Phase 300) or if the proposed fees exceed those remaining in the general consulting phase Golder will provide the County with a new proposal to complete the work.

Task 200: Quarterly Landfill Gas Monitoring and Reporting

Phase 200 activities will include the coordination and performance of four quarterly landfill gas monitoring events and the completion of the associated report for each monitoring event as required by 15A NCAC 13B .1626 (for the MSW landfill), 15A NCAC 13B .0544 (for the C&D landfill), and the current NC solid waste permit. The tasks included in this phase are detailed below.

Field Work:

The quarterly landfill gas monitoring event will include the following:

- Compliance monitoring at the active MSW landfill which consists of the monitoring of 7 landfill gas probes (or methane monitoring wells) and 2 on-site structures (the maintenance shop and scale-house) for the presence of methane and carbon dioxide (the main components of landfill gas) as well as for oxygen and balanced gas (or nitrogen) as required by the NCSMRs and the applicable NC DEQ guidance.
- Compliance monitoring at the closed C&D landfill which consists of the monitoring of 1 landfill gas probe for the presence of methane, carbon dioxide, oxygen, balanced gas, and hydrogen sulfide as required by the NCSMRs and the applicable NC DEQ guidance.
- In addition to the compliance monitoring at the active MSW landfill, 4 additional assessment monitoring landfill gas probes are monitored. The assessment landfill gas probes are also monitored for the presence of methane, carbon dioxide, oxygen, and balanced gas.

Golder proposes to conduct each landfill gas monitoring event utilizing a GEM 5000 (or equivalent instrument) capable of measuring methane, carbon dioxide, oxygen, and balanced gas as a percentage in air and hydrogen sulfide in parts-per-million (ppm). A calibration form for the GEM 5000 will be obtained from the vendor and the instrument will be calibrated in the field prior to each use. Field notes will be taken during the calibration process and the vendor calibration form and the field calibration notes as well as pertinent weather conditions including general weather, barometric pressure, wind direction, temperature, and humidity will be recorded and incorporated into each *Quarterly Landfill Gas Monitoring Report*.

Reporting:

As presented, a *Quarterly Landfill Gas Monitoring Report* will be completed after the conclusion of each quarterly monitoring event. The format for this report will be a letter including attachments such as the boundary gas probe monitoring log, a landfill gas monitoring location map, and the required NC DEQ environmental monitoring form for data submission. Regulation only requires a 7-day notification if methane is detected above the lower explosive limit (i.e., above 5% methane per volume in air) in the landfill gas boundary probes or above 25% of the lower explosive limit (LEL) in an onsite structure. Upon approval from the County, a Golder licensed professional geologist in the State of North Carolina will complete and seal the required electronic data submittal form prior to submitting the *Quarterly Landfill Gas Monitoring Report* to the NC DEQ only if required. Otherwise, reports will be submitted to the County including a hard copy for the facility records.

Should methane be detected above 25% of the LEL in an on-site structure Golder will notify the facility manager and recommend evacuation of the building and notification of the fire department. Following detection of methane in boundary probes during the July 2013 landfill gas monitoring event the on-site structures have been equipped with continuous explosive gas monitoring devices so this scenario is unlikely. If methane is detected above the LEL in a boundary probe Golder will assist the County in perusing an appropriate course of action and will remonitor the probe within 7-days implementing a remedy. The remedy implementation planning, re-monitoring, or any additional assessment will be performed under the general consulting phase (Phase 300). Should an addendum to the *Landfill Gas Remediation Plan* be deemed necessary Golder will provide scope, schedule, and fees and propose to complete the work under our general consulting phase (Phase 300) or if the proposed fees exceed those remaining in the general consulting phase Golder will provide the County with a new proposal to complete the work.

Task 300: General Consulting Services

As presented, Phase 300 is proposed to provide a readily available billing phase for time and materials allocated by Golder personnel as directed by Rowan County on potential out-of-scope items specific to this project, but not included in the preceding activity phases. These activities will be performed on an as-needed basis and only after obtaining prior approval from Rowan County. These items may include but are not limited to:

- On-site general operational consulting, as requested, including the review of special waste analytical data
- Conduct verification sampling
- Respond to NC DEQ requests for additional information regarding previously submitted ASDs
- Prepare 14-day notifications for groundwater standard exceedances
- Conduct well re-development and/or dedicated pump repair activities
- Complete an ASD, Addendum to Landfill Gas Remediation Plan, etc.
- Other as needed environmental consulting for the County.

HEALTH, SAFETY, SECURITY, & ENVIRONMENT (HSSE)

As part of Golder's corporate HSSE policy we are required to prepare (or in this case update) our site-specific Health and Safety and Environmental Plan (HASEP) prior to mobilization to the site. The HASEP will be consistent with our standards for completing field work at similar facilities in the US, along with the site-specific

information or training that may be required by Rowan County. The HASEP will identify known hazards associated with the site conditions and the work to be performed via the use of risk register. Known hazards such as slips, trips, falls, inclement weather, biological and chemical hazards, driving off-road, and hazards associated with project specific equipment will be recorded and appropriate controls will be implemented to eliminate or mitigate risk. Appropriate engineering controls, administrative controls, or personal protective equipment will be utilized to minimize hazards which cannot be eliminated. At a minimum, a job-safety analysis will be performed prior to commencing work or when conditions change, and safety tailgate meetings will be conducted at the beginning of each day before work begins. At a minimum each of our field team members have received training in first-aid, CPR, AED, and blood borne pathogens, are current with their OSHA 40-Hour HAZWOPER training and have completed the OSHA 10-Hour Construction Safety Training.

PROPOSED FEES

A summary of the proposed project phase budgets is presented in the table below and detailed breakdowns can be provided upon request. The proposed fees for Phase 100, 101, 200 will be billed on a lump sum basis. These phases will be invoiced upon completion of field work for each event and based on a percent complete basis. Fees include a 5% increase from our 2021-2022 fees based on increases in labor and equipment costs (i.e., 5% 12-month running average consumer price index adjustment). As presented, Phase 300 will be invoiced on a time-and-material basis after receiving prior approval from Rowan County. Phase 300 will be invoiced in accordance with the 2022 Golder Associates NC, Inc. rate schedule which has been included as Attachment 1 to this proposal.

As presented, Golder proposes to continue to subcontract ENCO in Cary, NC to perform the required laboratory analyses associated with this project. Note that an increase in laboratory analytical fees is included in our proposed fees. Golder proposes to continue to conduct two of the quarterly landfill gas monitoring events in conjunction with the semi-annual water quality monitoring at the active MSW and closed C&D landfills to reduce the overall number of trips made to the site, reducing cost for the County.

Phase and Description:	Estimated Fee:								
Phases to invoiced on a lump sum basis:									
Phase 100: Active MSW and Closed C&D Landfill Monitoring and Reporting	\$29,500								
Phase 101: Closed MSW Landfill Monitoring and Reporting	\$5,700								
Phase 200: Quarterly Landfill Gas Monitoring and Reporting	\$4,300								
Phases to be invoiced on a time and materials basis:									
Phase 300: General Environmental Consulting	\$10,000								
Annual Total:	\$49,500								

WSD GOLDER

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ASSUMPTIONS AND LIMITATIONS

Golder has prepared this proposal and provided this quotation based on the following assumptions:

- The proposed fees related to water quality monitoring have been prepared with the assumption that the active MSW and monitoring wells MW-17 & MW-19R at the closed C&D landfill will remain in the detection monitoring program during FY 22-23 and no additional assessment monitoring points are added to the monitoring network for the C&D facility.
- As presented, Golder has prepared these estimated fees based on ENCO's increased laboratory analytical fees.
- As presented, Golder assumes that two of the quarterly methane monitoring events will be completed in conjunction with the semi-annual water quality monitoring at the active MSW and closed C&D landfill.
- Golder assumes that Rowan County will provide or share any and all updated site drawings, updated topographic information, etc. in AutoCAD (or compatible) format.
- Fees do not include any additional groundwater assessment activities that may be required for the closed landfill (e.g., additional well installation), nor any significant ASD responses (i.e., field investigations) that may be required for the active landfill.
- As presented, Golder has provided a general environmental consulting budget which has been utilized in the past to address out-of-scope items related to other phases of this project. Golder has proposed to continue to utilize this task during the FY 22-23 for items presented in the section above.
- As we submit this proposal, the world is still in the midst of the Covid-19 health crises and we believe there is an increased risk for potential schedule impacts. Our schedule is based on operating in a normal environment. The Golder team continues to adjust our workflow logistics and our design teams are working remotely in a very effective manner. However, be aware that schedule impacts from elements such as field services delays, permitting agencies, laboratory delays, and key staff illness that neither Golder nor Rowan County have control over are more likely in the current environment. We will communicate proactively, clearly identify project issues as they arise and work with Rowan County to develop a plan to deal with any issues.

CLOSING

We appreciate this opportunity to continue to serve Rowan County and we look forward to continuing our partnership. As you are aware, these services are a continuation of services covered under our January 7, 2021, submittal in response to the County's December 21, 2020, *Request for Qualifications*. We propose to conduct the services (described in detail above) in accordance with our existing terms and conditions in our agreement with Rowan County dated October 10, 2017 and our 2022 GANCI professional rate schedule (attached to this proposal). To authorize Golder to proceed with these activities, please sign and return a copy of the attached proposal acceptance form. Should you have any questions or require additional information, please contact the undersigned at (336) 852-4903.

Please be aware that Golder has been acquired by and is now a Member of the WSP family of companies. Golder remains as a legal entity and is the proposed contracting entity for this proposal. We are in the process of integrating the resources of our companies. Correspondence for this proposal should continue to be addressed to the undersigned.

Sincerely,

Golder Associates NC, Inc.

Darren Cox

Staff Environmental Scientist

Rachel P. Kirkman, PG

Radul & Kukurer

Principal and Senior Consultant

DC/RPK/dc

Attachments: 2022 WSP SE EE Rate Schedule

Terms and Conditions Proposal Acceptance Form

https://golderassociates.sharepoint.com/sites/163204/project files/1 proposal and project management/2022-2023/fy22-23 proposal rowan county.docx



PROPOSAL ACCEPTANCE FORM TERMS AND CONDITIONS (EARTH & ENVIRONMENT)

PROPOSAL NUMBER: 202201289	
RE: ENVIRONMENTAL CONSULTING SER	RVICES PROPOSAL FOR ROWAN COUNTY LANDFILLS
	ntinuation of Services from 12-21-20 RFQ)
SUBMITTED this 1st day of June	<u>,</u> 20 <u>22</u> .
BY: Rachel P. Kirkman, PG	
for CONSULTANT, defined as: Golder Asso	ociates NC, Inc. (GANCI)
The Proposal dated June 1, 2022 , a Services between GANCI and Rowan Co between GANCI and Client	attached hereto and the Master Agreement for Consulting bunty, (dated 10/10/2017), comprise the entire agreement
ACCEPTED this day of	, 20
BY:(Authorized Representative's Signature on E	Behalf of Client)
NAME: (Print or Type)	
TITLE: (Print or Type)	
FOR: Client Name and Address (Print or Typ Mr. Caleb Sinclair, Director	pe)
Rowan County Department of Environment	tal Management
1102 N. Long Street Extension, East Spend	cer, North Carolina 28039
Phone: Fax:	E-mail:
Please address invoices to:	Please address deliverables and notices to:
ATTN:	ATTN:
BY:	7
	ture on Behalf of Golder Associates NC, Inc. (G
NAME: (Print or Type)	
TITLE: (Print or Type)	



Preferred Rate Schedule for WSP Earth & Environment US Southeast Region Effective January 1, 2022

Invoices from WSP Earth & Environment include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates. Rates for professional services related to expert testimony, including time spent in depositions and the preparation and presentation of testimony, are available upon request.

Labor charges are based upon standard hourly billing rates for each category of staff. The billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), administrative overheads, and profit. Rates by labor category are as follows:

Billing	Personnel	Hourly Rate
Level	Category	(U.S.\$)
A-06	Admin Support	74
A-07	Staff Admin Support	95
A-08	Senior Admin Support	109
T-05	Technician	76
T-06	Staff Technician	86
T-07	Project Technician	96
T-09	Sr. Technician/Construction Manager	111
T-06	Draftsperson	86
T-08	Project Draftsperson	105
T-09	Senior Draftsperson	111
T-10	Senior CAD Designer	121
P-7	Engineer/Scientist	94
P-8	Staff Engineer/Scientist	114
P-9	Project Engineer/Scientist	134
P-10	Senior Project Engineer/Scientist	153
X-11	Senior Engineer/Scientist	175
X-12	Senior Consultant	199
X-13	Practice/Program Leader	218
X-14/15	Senior Practice/Program Leader	237

Other direct costs, including materials, expenses, and subcontractor costs will be invoiced at cost plus a minimum general and administrative fee of 10%.

A 5% office service fee will be added to the total labor costs to cover direct project non-labor office costs including mail, telephone, fax transmissions, as well as reasonable and customary in-house photocopying and document production. Final document and drawings printing and copying will be billed at the following rates:

SERVICE	RATE
Photocopies	\$0.10/page
Plotter	\$0.55/sq.ft.

Rates for laboratory services and use of equipment owned by WSP will be provided upon request.



GOLDER ASSOCIATES NC. INC. (Golder) TERMS AND CONDITIONS

1. CLIENT DEFINITION

CLIENT as used herein shall include and apply to all parties equally, be they individuals, corporations, partnerships, associations, government agencies, or other entities, whether acting alone or collectively as a group where the services of this Agreement are being provided to, or on behalf of, the group.

2. STANDARD OF CARE

Services performed by GOLDER will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other members of the engineering and science professions currently practicing under similar conditions subject to the time limits and financial, physical or any other constraints applicable to the Services. No warranty, express or implied is made.

3. INVOICES AND PAYMENT TERMS

GOLDER will submit monthly invoices to CLIENT and a final bill upon completion of Services, CLIHNT shall notify GOLDER within ten (10) days of receipt of involve of any dispute with the involce. CLIENT and GOLDER will promptly resolve any disputed frame. Payment on undisputed invoice amounts is due upon receipt of involce by CLIENT and is past due thirty (30) days from the date of the invoice. CLIENT agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law. on past due accounts. If payment remains past due shuty (60) days from the date of the invoice, then GOLDER shall have the right to suspend all work under this Agreement, without prejudice. CLIENT will pay all reasonable demobilization and other suspension costs. CLIENT agrees to pay attorneys' fees, legal costs and all other collection costs incurred by GOLDER in pursuit of past due payments.

Where the cost estimate for the scope of Services is "not to exceed" a specified sum, GOLDER shall notify CLIENT before each limit is exceeded, and shall not continue to provide Service beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.

4. CHANGES

CLIENT and GOLDER recognize that it may be recessary to modify the scope of Services, the schedule,

and/or the cost estimate proposed in this Agreement. Such changes shall change the scope of Services. schedule, and/or the cost, as may be equitable under the circumstances. GOLDER shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. GOLDER shall prepare a Change Order request outlining the changes to the scope, schedule, and/or cost of the project. CLIENT has a duty to promptly consider the Change Order request and advise GOLDER in a timely manner in writing on how to proceed. If after a good faith effort by GOLDER to negotiate modifications to the scope of Services, the schedule, and/or the cost estimate, an agreement has not been reached with the CLIENT, then GOLDER shall have the right to terminate this Agreement upon written notice to the CLIENT.

5. DELAYS AND FORCE MAJEURE

If side conditions prevent or inhibit performance of Services or if unrevealed hazardous waste materials or conditions are encountered, Services under this Agreement may be delayed. Any such delays, and any delays caused by CLIENT and its subcontractors. consultants, agents, officers, directors and employees, shall extend the contract completion date and GOLDER shall be paid for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead cosis, attributable to such delays. Delays within the ecope of this Article shall, at the option of either party, make the Agreement subject to renegotiation or to termination.

CLIENT shall not hold GOLDER responsible for damages or delays in performance caused by nots of God, acts and/or omissions of Federal, State and local governmental authorities and regulatory agencies or other events which are beyond the reasonable control of GOLDER. For this purpose, such acts or events shall include, but not be limited to, storms, floods, epidemics, war, riot, strikes, lookouts or other industrial disturbances, and inability with reasonable diligence to supply personnel, information, or material to the project. Should such acts or events occur, it is agreed that GOLDER shall use reasonable efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation,

6. DATA AND INFORMATION

CLIENT shall provide to GOLDER all the reports, data, studies, plens, specifications, documents and other information which are relevant to the Services. GOLDER shall be entitled to rely upon the reports, data, studies, plans, specifications, documents and other information provided by CLIENT or others in performing the Services and GOLDER assumes no responsibility or Hability for the accuracy or completeness of such. CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or Hability for injury or loss allegedly arising from errors, omissions, or inaccuracies in reports, data, studies, plans, specifications, documents or other information provided to GOLDER by CLIENT. GOLDER will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on GOLDER's data, interpretations or recommendations.

7. PROFESSIONAL WORK PRODUCT

The Service provided by GOLDER is intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field date, field notes, laboratory test data, calculationa, and estimates (the "Documents") and all electronic media prepared by GOLDER are considered its professional work product. GOLDER retains all rights to its professional work product. Copies of Documents shall be provided to CLIENT upon written request and at CLIENT's expense. GOLDER shall retain these Documents for a period of two (2) years following submission of its report, during which period they will be made available to CLIENT at all reasonable times.

CLIENT acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media version of GOLDER's professional work product. CLIENT understands that the professional work product is not intended or represented by GOLDER to be suitable for rouse by any party, including, but not limited to, the CLIENT, its campleyees, agents, subcontractors or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether CLIENT's or otherwise, without GOLDER's prior written pennission. CLIENT agrees that any rouse unauthorized by GOLDER will be at CLIENT's sole risk and that CLIENT will defend, indemnify and hold GOLDER hamiless from any loss or liability resulting from the reuse, misuse or negligent use of the professional work product.

8. INDEPENDENT JUDGMENTS OF CLIENT

If the Services include the collection of samples and data relative to CLENT's contemplated purchase or

sale of certain property, then GOLDER performs the Services with CLIENT's understanding of the Subsurface Riska. GOLDER will not be responsible for the independent conclusions, interpretations, interpolations and/or decisions of CLIENT, or others, which are the result of this effort. GOLDER does not undertake any Services which would result in any recommendation, advice or direction by GOLDER as to whether CLIENT should or should not proceed to purchase or sall the site in question, but it is understood that CLIENT intends to utilize the data provided by GOLDER to make its own independent judgment in this respect.

9. INSURANCE AND INDEMNITY

GOLDER maintains and shall continue to maintain during the performance of this Agreement its standard insurance coverage as follows:

- Workers' Compensation insurance in compliance with statutory limits
- Employers' Eablity with the following limits:
 Each Accident \$1,000,000
- Business Automobile Liability with the following limits:
 - Combined Single Limit \$1,000,000
- Commercial General Liability with the following limits:

Each Occurrence \$1,000,000 General Aggregate \$2,000,000

Professional Liability insurance with the following limits:

Any One Claim \$1,000,000
Polloy Aggregate \$3,000,000

CLIENT shall not require GOLDER to sign any document or perform any Service which in the judgment of GOLDER would risk the availability or increase the cost of its professional or general Hability insurance.

CLIENT shall, at all times, defend, indemnify and save hamless GOLDER and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, court and arbitration costs, arising out of or resulting from the Services of GOLDER, inclusive of claims made by third parties, or any claims against GOLDER arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors. To the fullest extent permitted by law, such indemnification shall apply regardless of strict liability of GOLDER. Such indemnification shall not apply to the extent such claims, damages, losses or expenses are finally determined to result from GOLDER's nagligance.

GOLDER shell, at all times, indemnify and save harmless CLIENT and its officers, directors, agents and employees from and against all claims, damages, losses and expenses arising from personal injury, death, or damage to third-party property to the extent directly attributable to the negligent acts, errors or omissions of GOLDER.

10. LIMITATION OF LIABILITY

CLIENT shall immediately notify GOLDER of my deficiencies or suspected deficiencies erising directly or indirectly from GOLDER's negligent acts, errors or omissions. Feilure by CLIENT to notify GOLDER shall relieve GOLDER of any further responsibility and liability for such defictencies. CLIENT and GOLDER agree that all liability arising directly or indirectly from this Agreement or the Services of GOLDER shall expire no later than one (1) year from the date of GOLDER's acts, errors, or emissions or prior to the last date againful or the applicable statute of limitation, whichever occurs first later.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, which the CLIENT recognizes is sufficient and reasonable, CLIENT agrees to limit the liability of GOLDER, its employees, officers, directors, agents, consultants and aubominactors to CLIENT, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from GOLDER's acts, errors or omissions, such that the total aggregate liability of GOLDER to all those named shall not exceed \$50,000 or GOLDER's total fee for the Services rendered under this Agreement, whichever is greater.

Neither party shall be responsible to the other for lost revenues, lost profite, cost of capital, claims of customers, or other special, indirect, consequential or punitive damages.

11. RIGHT OF ENTRY

CLIENT will provide for the right of entry for GOLDER, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If CLIENT does not own the site, CLIENT must obtain permission for GOLDER to enter the site and perform the Services. While GOLDER will take all reasonable precautions to minimize any damage to the property, it is understood by CLIENT that in the normal course of work some surface damage may occar, the restoration of which is not part of this Agreement.

12. SUBSURFACE RISKS

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fall to detect certain conditions. The environmental, geologic, geotechnical, geochemical and hydrogeologic conditions that GOLDER interprets to

exist between sampling points may differ from those that actually exist. Furthermore, CLENT recognizes tital, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter discovered conditions

in the prosecution of the Services, GOLDER will take all reasonable precautions to avoid damage or injury to subtarranean structures or utilities. CLIENT agrees to defend, indemnify and hold GOLDER harmless for any damage to subtarranean structures or utilities and for any impact this damage may cause, except to the extent the damage is directly attributable to the negligence of GOLDER.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas not known to be previously communicated such as, but not limited to, a geologic formation, the groundwater, or other hydrous body. GOLDER will adhere to the Standard of Cure during the conduct of any subsurface investigation. Because subsurface sampling is a necessary aspect of the work which GOLDER may perform on CLIENT's behalf, CLIENT waives my claim against GOLDER, and agrees to defend, indemnify and bold GOLDER harmless from any claim or liability for injury or loss which may arise as a result of alleged crosscontamination caused by any subsurface investigation. CLIENT further agrees to compensate GOLDER for any time spent or expenses incurred by GOLDER in defense of any such claim, in accordance with GOLDER's prevailing fee schedule and expense reimbursement policy.

13. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

All uncontaminated samples obtained pursuant to this Agreement remain the property and responsibility of CLERNT. These soil and rock samples or other specimens will be disposed of 60 days after submission of the report. Upon written request, GOLDER will store samples for longer periods of time or treasmit the samples to CLEENT for a mutually acceptable charge.

All contaminated samples and materials (containing or potentially containing hazardous constituents), soil cuttings, contaminated water, and/or other environmental wastes obtained pursuant to this Agreement remain the property and responsibility of CLIENT and shall be returned to CLIENT for proper disposal. All leboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to turn such equipment materials and/or samples directly over to a licensed hazardous waste disposal facility may be made at CLIENT's direction and expense. It is understood and agreed that GOLDER is not, and has no responsibility

as, a handler, generator, operator, treater, storer, arranger, transporter, or disposer of hazardous or toxic substances, waste or materials found or identified at the site. CLHNT agrees to indemnify and hold GOLDER hamless from and against all loss, damage, expense, and claims arising out of the disposal of all such samples, materials and equipment.

14. CONTROL OF WORK AND JOB-SITE SAFETY

GOLDER shall be responsible only for its activities and that of its employees and subcontractors. GOLDER's Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against GOLDER because of this Agreement or the performance or nonperformance of Services hereunder. GOLDER will not direct, supervise or control the work of other consultants and contractors or their subcontractors. GOLDER does not guarantee the performance of, and shall have no responsibility for, the acts or emissions of any other contractor, subcontractor, supplier or other entitles furnishing materials or performing any work on the project.

Insofar as job sits safety is concerned, GOLDER is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. GOLDER shall not edvise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of GOLDER, nor the presence of GOLDER or its employees and subcontractors, shall be construed to imply that GOLDER controls the operations of others or has any responsibility for job site safety.

15. PUBLIC RESPONSIBILITY

CLIENT has a duty to conform to applicable codes, standards, regulations and ordinances, with regard to public health and safety. While GOLDER performs the Services it will endeavor to alert CLIENT to any matter of which GOLDER becomes aware and believes requires CLIENT's immediate ettention to help protect public health and safety, or which GOLDER believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If CLIENT decides to disregard GOLDER's recommendations in these respects, GOLDER shall employ its best judgment in deciding whether or not it should notify public officials. If CLIENT decides to disregard GOLDER's recommendations. GOLDER shall have the right to immediately terminete this Agreement upon written notice to the CLIENT.

16. NOTIFICATION AND DISCOVERY OF HAZARDOUS MATERIALS

Prior to commencing the Services, CLIENT shall furnish to GOLDER all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials, on or under the site. CLIENT bereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed GOLDER.

CLIENT recognizes that hazardous materials or suspected hazardous materials may be discovered on the project site property or on any adjacent property to the site. CLIENT recognizes that it is CLIENT's responsibility, and not GOLDER's, to inform the Owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against GOLDER and agrees to defend, indemnify and hold bermless GOLDER from any claim or liability for injury or loss of any type arising from the discovery of hazardous materials or suspected hazardous materials on CLIENT's property or on property not owned by CLIENT. CLIENT agrees that discovery of unanticipated bazardous materials shall constitute a changed condition for which GOLDER shall be fairly

17. NOTICES

All notices required or permitted to be given hereinder, shall be deemed to be properly given if dolivered in writing by hand, faceimile machine, e-mail, or express courier addressed to CLIENT or GOLDER, as the case may be, at the addresses set forth below, with postage thereon fully propaid if sent by mail or express courier.

All notices, correspondence, deliverables, and involces shall be submitted to CLIENT as indicated below:

Environmental Management

2727 Old Concord Road, Suite D Salisbury, NC 28146

Attn: Kathryn Jolly

All notices and correspondence shall be submitted to GOLDER as indicated below:

Golder Associates N.C. Inc. 4900 Koger Boulevard, Suite 140 Greensboro, N.C. 27407 Attn: Rachel Kirkman, P.G.

The CLIENT's authorized representative hereby represents that be has read and understands the paragraphs antitled insurance and indemnity and Limitation of Liability, which deal with the allocation of risk between the CLIENT and GOLDER.

18. TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with terms hereof. Such termination that not be effective if that substantial fallure has been remedied before expiration of the period specified in the written notice, such period shall not be less than seven (7) calendar days. In the event of termination, GOLDER shall be paid for services performed to the termination notice date, reesonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. GOLDER may complete such englyses and records as are necessary to complete their files and may also complete a report on the Services performed to the data of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of GOLDER in completing such analyses, records and reports.

Any extension of this Agreement is subject to the Board of Commissioners' supropriation of necessary funds. Should such Board not appropriate the necessary funds, this Agreement shall be considered terminated.

19. DISPUTES

All disputes, claims, and causes one party makes against the other, at law or otherwise, including third party or "pass-through" claims for indemnification and/or contribution, shall be initiated, determined, and resolved by arbitration in accordance with the Construction industry Arbitration Rules of the American Arbitration Rules of the American Arbitration Substitution the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

in the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending against the claim.

20. CLIENT LITIGATION

If GOLDER is requested to produce documents, witnesses or general assistance pursuant to a litigation, arbitration or mediation in support of CLIENT litigation to which GOLDER is not an adverse party, CLIENT time in accordance with GOLDER's current rate schedule.

21. CONFIDENTIALITY

GOLDER shall endoavor to keep confidential all data and information which is marked confidential and furnished to GOLDER by CLIENT under this Agreement. GOLDER's confidentiality obligations shall not apply if such data or information is within the public domain, previously known to GOLDER, obtained from third parties without violating any confidentiality agreement, required to be produced by GOLDER pursuant to any law, subpoens, or court order or required by GOLDER in the defense of sou claim. GOLDER may use and publish the CLIENT's name and give a general description of the Services rendered by GOLDER for the purpose of informing other citents and potential olients of GOLDER's experience and qualifications.

22. INTELLECTUAL PROPERTY

All rights to patents, trademarks, copyrights, and trade secrets owned by GOLDER (hereinafter "Intellectual Property") as well as any modifications, updates or enhancements to said intellectual Property during the performance of the Services remain the property of GOLDER, and GOLDER does not grant CLIENT any right or Hoense to such Intellectual Property, GOLDER shall use reasonable efforts to provide the Services without infilinging on any valid patent or copyright and without the use of any confidential information that is the property of others, unless GOLDER or its agents, employees or subcontractors are licensed or otherwise have the right to use and dispose of such information. GOLDER shall also use reasonable efforts to inform the CLIENT of any patent infringement that may be reasonably expected to result from the Services. However, reasonable efforts of GOLDER shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If GOLDER performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless then GOLDER and its officers, directors, agents and employees against all liability, cost, expense, attorneys' fees, claims, loss or damage arising from any alleged or actual patent or copyright inflingement resulting from the Services under this Agreement.

23. MISCELLANEOUS

- a) This Agreement supersedes all other agreements, orei or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, water or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.
- b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

- No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.
- d) All representations and obligations (including without limitation the obligation of CLIENT to indemnify GOLDER in Article 10 and the Limitation of Liebility in Article (1) shall survive indefinitely the termination of the Agreement.
- e) Any provision, to the extent it is found to be, unlawful or unanforceable shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of North Carolina Geesgie, unless the law of another jurisdiction must apply for this Agreement to be enforceable.
- The term of this Agreement will expire on June 30, 2008, after which it may be extended for 1-year periods by agreement between the parties and appropriation of necessary funds by the Board.

A North Carolina Governmental Unit BY; William K. Cowen, Menager 10/10/07 Date Attested: Carolyn Athey, Clerk to the Board

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

Golder Associates NC. Inc.

Rosvan County

E NAME DIRECTOR

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director

DATE: June 9, 2022

SUBJECT: Adoption of ZTA 01-22

Per Section 2-227 of the Rowan County Code of Ordinances, "If the proposed measure (ordinance or amendment) is approved by a majority but not by all the members of the board, ... it shall be considered at

the next regular meeting of the board."

Given only four (4) Commissioners were in attendance for the June 6, 2022 meeting, the ZTA 01-22 text needs to be considered at the next (June 20, 2022) Commission meeting.

RECOMMENDATION

Adopt the ZTA 01-22 text amendment as presented to the Commission and Statement of Consistency.

ATTACHMENTS:

DescriptionUpload DateTypeZTA 01-22 Text Adoption Memo6/9/2022Cover Memo



Rowan County Planning and Development Department

402 North Main Street ■ Room 204 ■ Salisbury, N.C. 28144-4341

Phone: 704-216-8588 • Fax: 704-216-7986

MEMORANDUM

To: Chairman Edds and Board of Commissioners
From: Ed Muire, Rowan County Planning Director
RE: ZTA 01-22 Text Amendment Adoption

Date: June 9, 2022

ADOPTION

Per Section 2-227 of the Rowan County Code of Ordinances, "If the proposed measure (ordinance or amendment) is approved by a majority but not by all the members of the board, ... it shall be considered at the next regular meeting of the board."

Given only four (4) Commissioners were in attendance for the June 6, 2022 meeting, the ZTA 01-22 text needs to be considered at the next (June 20, 2022) Commission meeting.

REQUEST

2TA 01-22 is a text amendment application (attached) submitted by Attorney Toby R. Coleman on behalf of Duke Energy Carolinas, LLC. The proposed amendment would establish use of a "utility wireless support structure" for sole use by an electric utility on utility owned land for purposes of monitoring their site (i.e. substation) and communicating with other similar sites and facilities.

CONTENT

The requirements for a utility wireless support structure would be contained in Section 21-56 of the Zoning Ordinance as a Special Requirement (SR). Uses in this section may be approved administratively provided the SR items are satisfied.

A new subsection (g) is proposed to address these uses and is outlined below:

g. Utility Wireless Support Structure. In order to maintain the operation of the electric power grid and *utility pipelines* for the welfare and safety of the public, electric *and public service* utility providers must be able to remotely monitor their key facilities, including electrical substations, *pipelines*, *etc. New* utility wireless support structures may be evaluated in all zoning districts and approved administratively, provided the following SR are met:

- 1. The utility wireless support structure may only be for use by the electric *or public service* utility provider.
- 2. Two (2) copies of a site plan prepared by a registered professional engineer or a professional land surveyor as provided in section 21-52 including information in 21-60(4)a.1.i.

- 3. Documentation substantiating the owner and applicant for the utility wireless support structure is an electric *or public service* utility provider.
- 4. Fall zone certification from an NC Registered Professional Engineer in compliance with Section 21-60(4) (c).
- 5. No Hazard to Air Navigation determination from the Federal Aviation Administration (FAA) and No Adverse Effect determination from the NC State Historic Preservation Office (NCSHPO). Both determinations must be dated within twelve (12) months of the utility tower application submittal.
- 6. The utility wireless support structure shall be a monopole not to exceed one hundred fifty (150) feet. Height extensions up to one hundred ninety-nine (199) feet in the Rural Agricultural (RA), Rural Residential (RR) and Neighborhood Business (NB); and two hundred fifty (250) feet in the Commercial, Business, Industrial (CBI), Industrial (IND) and the 85-ED districts may be considered as a special use subject to the process outlined in Section 21-57 through 21-59 if all other standards in this subsection are met.
- 7. An existing wireless support structure may be used to accommodate the related wireless facilities associated with the electric or public service utility as provided in Section 21-56(6)d. However, use of a utility wireless support structure to accommodate wireless facilities shall be subject to the requirements of Section 21-60(4).

Changes to Section 21-113 Table of Uses would reflect the SR allowance of these structures in all zoning districts.

P- Permitted by Right P(A) - Permitted as Accessory Use			Zoning Districts							
SR - Permitted with Special Requirements S - Special Use CD - Conditional District		Residential				Nonresidential				
	Use		RR	RS	MHP	MFR	CBI	NB	INST	IND
Transpor	tation, communications, electric, gas and	d sanitary	services							
48	Communications, all except						P			P
	Transmission tower & Wireless support structures	S	S				S	S		S
	Co-location of wireless facilities	SR	SR	SR	SR	SR	SR	SR	SR	SR
	Eligible facilities request	SR	SR	SR	SR	SR	SR	SR	SR	SR
	Alternative tower structures	SR	SR	SR	SR	SR	SR	SR	SR	SR
	Public safety tower	SR	SR	SR	SR	SR	SR	SR	SR	SR
	Utility Wireless Support Structure	SR	SR	SR	SR	SR	SR	SR	SR	SR
4832	Radio broadcast towers	S								
4833	Television broadcast towers	S								

Staff has proposed a definition for these structures to include in Section 21-4 Definitions.

Utility wireless support structure means a new monopole tower that is designed to support or capable of supporting a proprietary wireless facility used solely by a public service utility.

Establishing the use as an SR also made it subject to the locational standards in Section 21-53 and Staff has proposed to exempt them along with other similar uses via the bold italicized text below:

(2) Specific criteria for uses listed as SR. The SR standards required in Section 21-55 do not apply to uses in the residential group from 21-113; Common Sand Mining (SIC 1442); Dead storage of manufactured homes (SIC 42); Co-location of wireless facilities, eligible facilities requests, alternative tower structures, and public safety tower and utility wireless support structures (SIC 48 (pt)); and uses listed as SR in non-residential districts.

Statement of Consistency

ZTA 01-22 is reasonable, appropriate and necessary to meet the needs of public service utilities for the installation of communication equipment to monitor their facilities. As these utility wireless support structures were not deemed an exception or modification provided in Section 21-277 of the Rowan County Zoning Ordinance, the proposed Special Requirements (SR) provide general standards to ensure the use is governed appropriately in all zoning districts.

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Pamela Ealey, Planning Technician

DATE: 6/9/2022

SUBJECT: Schedule Public Hearing for July 18, 2022: Road Name Change

Public hearing for 2 road names:

1. Currently Known As: **N/A** Proposed Name: *Packard Dr.*

Location: Drive off of Performance Rd which is off of Wilkinson Rd (SR 1357)

Property Owners: Matt Erich-Performance Park Holdings LLC

Reason for Change: developer is planning 3 buildings on parcel 238 086, per ordinance it must be named

because more than 2 structures using same drive.

2. Currently Known As: **N/A** Proposed Name: *Ancestry Trail*

Location: Drive off of Poole Rd 100 block

Property Owners: Harold and Morgan Johnson, Ethel Johnson

Reason for Change: there are currently 2 structures sharing a driveway, with many more structures to come.

Per ordinance this mandates the naming of the driveway.

Schedule public hearing for next meeting.

ATTACHMENTS:

Description	Upload Date	Type
Memo	6/9/2022	Cover Memo
Poole Rd Petition	6/9/2022	Backup Material
Poole Rd GIS	6/9/2022	Backup Material
Performance Rd GIS	6/9/2022	Backup Material
Performance Rd Petition	6/9/2022	Backup Material



Rowan County Office of Planning and Development 402 N. Main St, Ste 204, Salisbury NC 28144 [p] 704-216-8588 | [f] 704-216-7986 www.rowancountync.gov/planning

MEMORANDUM

MEMO TO: Chairman Edds and the Rowan County Board of Commissioners

FROM: Pamela Ealey, Planning Technician

RE: Road Names

DATE: Thursday, June 9, 2022

ROAD NAME CHANGE—SET PUBLIC HEARING

In accordance with NCGS 153A-239.1, a public hearing should be scheduled for the **next available** County Commission meeting to consider and receive comment for the following road name requests:

1. Currently Known As: **N/A** Proposed Name: *Packard Dr.*

Location: Drive off of Performance Rd which is off of Wilkinson Rd (SR 1357)

Property Owners: Matt Erich-Performance Park Holdings LLC

Reason for Change: developer is planning 3 buildings on parcel 238 086, per ordinance it

must be named because more than 2 structures using same drive.

2. Currently Known As: N/A

Proposed Name: Ancestry Trail

Location: Drive off of Poole Rd 100 block

Property Owners: Harold and Morgan Johnson, Ethel Johnson

Reason for Change: there are currently 2 structures sharing a driveway, with many more

structures to come. Per ordinance this mandates the naming of the driveway.

ROWAN COUNTY Planning and Development Road Naming 911 Addressing



Return this completed petition form to: Rowan County Planning and Development Pamela Ealey, Planning Technician 402 N Main Street, Suite 204 Salisbury, NC 28144

Phone: 704 216-8603 Fax: 704 216-7986 Email: pamela.ealey@rowancountync.gov

The General Statutes of the State of North Carolina, NCGS 153A-239.1, authorizes the Rowan County Board of Commissioners to name or rename any road within the County not lying within the corporate limits of a municipality.

This petition must be complete for all requests. If you are naming a private road, please enclose a sketch of the road with all homes and resident's names and current addresses along the road. It is very important to depict all homes on the diagram. These names and structures will be referenced with county tax maps to help ensure an accurate property address. In addition, all rental housing along the road with names and addresses of the current tenants should be included on the diagram.

FOLLOWING THE DIRECTIONS THROUGHOUT THIS PETITION IS NECESSARY FOR PROCESSING IN A TIMELY MANNER.

With the exception of roads in new subdivisions, for which is the cost of the sign is the responsibility of the developer, the county provides and maintains road signs.

NEW NAME PROPOSED FOR THE ROAD:

Please choose three different names for the proposed road name. These choices should be listed in order of preference. The road name choices will be evaluated by the following criteria:

- 1. The proposed name must not be a duplicate or sound deceptively similar to the name of any other road in Rowan County, including all municipalities.
- 2. The proposed road name shall not be that of an individual person.
- 3. All names ending in street, avenue, drive, lane, etc. will be treated as the same name. For example, if there is an existing Wood Street, there cannot be a new road named Wood Drive. This is a duplicate road name. PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE PRIOR TO

First Choice: Qncestry Rd Foil
Second Choice: Frindship Rd,
Third Choice: Sandy Ground Rd,

It is also important to remember that any or all addresses along the road may be changed during the naming process.

ROAD NAME PETITION

We the undersigned present this petition and request that a public hearing be set by the Rowan County	
Board of Commissioners to consider the following matter indicated by a check mark () and described below	w:

Assignment of a name to an unnamed road.

()	Changing the name (or road.		
Location of ro	ad: Describe the locat	ion of road in relation	n to major highways	or state road

	_x_1_1_1_1_1
State road numbers(s). Complete the following that is applicable:	
(Secondary road (SR) & Four Digits) SR (Highway Number) NC#	
US#	
Present name of road: Name by which the road is currently known. If the road has no	name.
write "no name." NO Name.	,

Petitioners:

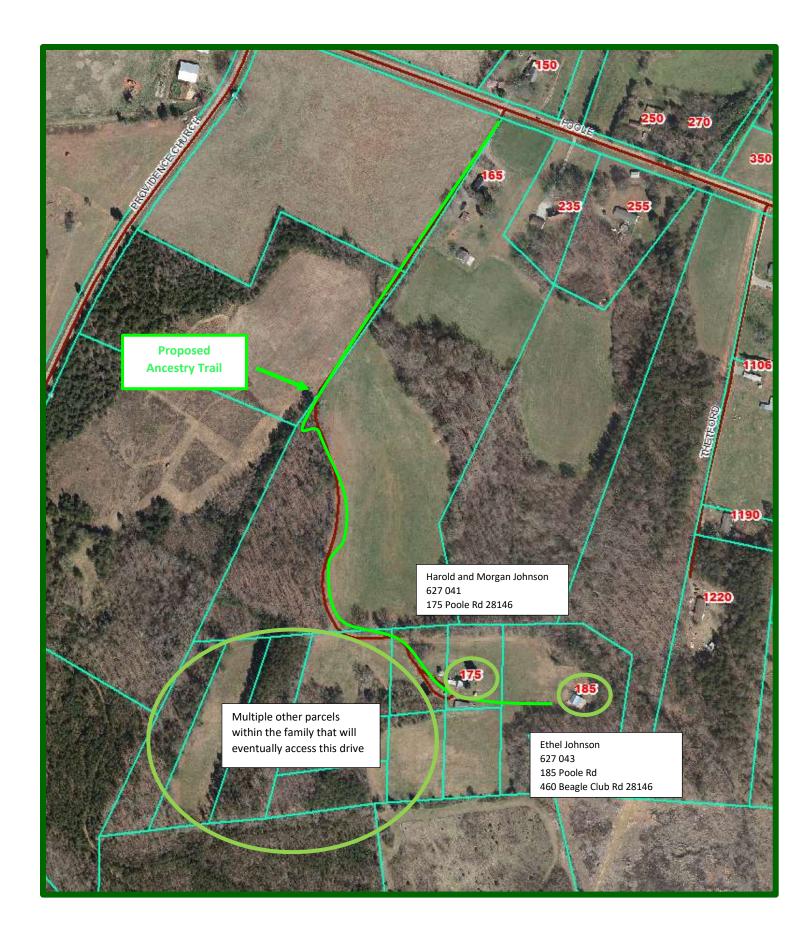
Petitioners are property owners who own property along the road. Along with each signature include the mailing address, telephone number, and tax map and parcel number.

In order for the petition to be processed, a majority of the PROPERTY OWNERS along the road must be in favor of the petition. A majority consists of 50% + 1 of the property owners. Petitions having less than a majority may be returned to the petition leader for additional signatures and may be submitted for Board of Commissioner approval through the special consideration procedure.

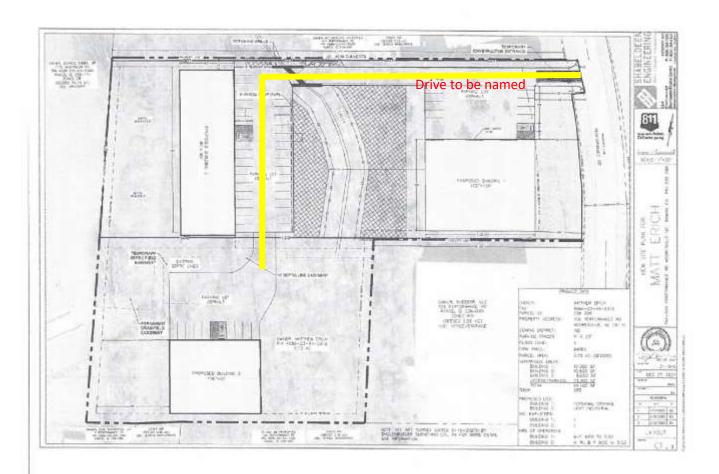
UNANIMOUS PETITIONS submitted with 100% of property owners' signatures may be approved by the addressing committee located within the Planning and Development Department while MAJORITY and SPECIAL CONSIDERATION petitions will be taken for Commissioner approval through the public hearing process and may take 30 days or more for the procedure.

*When submitting petition, remember to include the diagram of the road with all structures and current addresses noted. This is very important to the process as it helps ensure that everyone receives a correct address. You will be notified of completion of the road naming process after final action.

Address City	State		Zip
Telephone: Home	Other_		Tax map/parcel number
DATE:	Road name agreed on:		Ancestry Rd. Erindship Rd. Sandy Ground Rd.
Si	gnature, address and telepho	one r	number of PROPERTY OWNER:
SIGNATURE Address	Barrer Loir Parson Loves Barbour SA	5.	SIGNATURE Shu a fine Address // 7/ Seagle Run
Map Pa Phone #: 704 _ 0	7) C 28/44 arcel 434-503		Map Parcel Phone #: 704-777-8955
Address 460 Be Salishurg Map 627 OPE Phone #: 704 - 6	40/10 Club Rd, 2010, 28146 rcel 043	6.	SIGNATURE 2 AL TOUN Address PO BON 313 EAST SPINCE 12 2803 Map Parcel Phone #: 780 - 432 4
SIGNATURE Cape Address 635 years Salisburg NC Map Pa Phone #: 910 - 28	28/44 rcel	7.	SIGNATURE Lettly full Address 43 FRACMUR BROOKLIM P 1(226) Map Parcel 477-18 Phone #: 917-297-6846
SIGNATURE Mon Address 584 Town Fagatleville NC Map 607 Pa Phone #: 910-574	28311 rcel 041	8.	SIGNATURE Address 2560 Salyolex A1/6 BKY AN AN IN 11703 APT 7 Map Parcel 627043 Phone #: 646 369-29 FF



Addressing Ordinance reference: <u>https://bit.ly/3GRtPfb</u>



ROWAN COUNTY Planning and Development Road Naming 911 Addressing

Second Choice: HUDSON DRIVE
Third Choice: CLEVELANDER DRIVE



Return this completed petition form to: Rowan County Planning and Development Pamela Ealey, Planning Technician 402 N Main Street, Suite 204 Salisbury, NC 28144

Phone: 704 216-8603 Fax: 704 216-7986 Email: pamela.ealey@rowancountync.gov

The General Statutes of the State of North Carolina, NCGS 153A-239.1, authorizes the Rowan County Board of Commissioners to name or rename any road within the County not lying within the corporate limits of a municipality.

This petition must be complete for all requests. If you are naming a private road, please enclose a sketch of the road with all homes and resident's names and current addresses along the road. It is very important to depict all homes on the diagram. These names and structures will be referenced with county tax maps to help ensure an accurate property address. In addition, all rental housing along the road with names and addresses of the current tenants should be included on the diagram.

FOLLOWING THE DIRECTIONS THROUGHOUT THIS PETITION IS NECESSARY FOR PROCESSING IN A TIMELY MANNER.

With the exception of roads in new subdivisions, for which is the cost of the sign is the responsibility of the developer, the county provides and maintains road signs.

NEW NAME PROPOSED FOR THE ROAD:

Please choose three different names for the proposed road name. These choices should be listed in order of preference. The road name choices will be evaluated by the following criteria:

- 1. The proposed name must not be a duplicate or sound deceptively similar to the name of any other road in Rowan County, including all municipalities.
- 2. The proposed road name shall not be that of an individual person.
- 3. All names ending in street, avenue, drive, lane, etc. will be treated as the same name. For example, if there is an existing Wood Street, there cannot be a new road named Wood Drive. This is a duplicate road name.

PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE PRIOR TO RETURNING PETITION. First Choice: PACKARD DRIVE

It is also important to remember that any or all addresses along the road may during the naming process.	be changed
ROAD NAME PETITION	
We the undersigned present this petition and request that a public hearing be set by the Rowan C Board of Commissioners to consider the following matter indicated by a check mark () and described the following matter indicated by a check mark () and described the following matter indicated by a check mark () and described the following matter indicated by a check mark () and described the following matter indicated by a check mark () and described the following matter indicated by a check mark () and described the following matter indicated by a check mark () and described the following matter indicated by a check mark () and described the following matter indicated by a check mark () and described the following matter indicated by a check mark () and described the following matter indicated by a check mark () and described the following matter indicated by a check mark () and described the following matter indicated by a check mark () and described the following matter indicated by a check mark () and described the following matter indicated by a check mark () and described the following matter indicated by a check mark () and described the following matter indicated by a check mark () and described the following matter indicated by a check mark () and described the following matter indicated by a check mark () and described the following matter indicated by a check matter () and described the following matter ()	
(Assignment of a name to an unnamed road.	
() Changing the name of road.	
Location of road: Describe the location of road in relation to major highways or state road	

TORN OF STATE ROAD 1357 INTO FERFORMANCE RD (2707,2700)
State road numbers(s). Complete the following that is applicable:
(Secondary road (SR) & Four Digits) SR 2787,1357 (Highway Number) NC#NC 152
US#
Present name of road: Name by which the road is currently known. If the road has no name,
write "no name" NO NAME

Petitioners:

SIGNATURE 107

Petitioners are property owners who own property along the road. Along with each signature include the mailing address, telephone number, and tax map and parcel number.

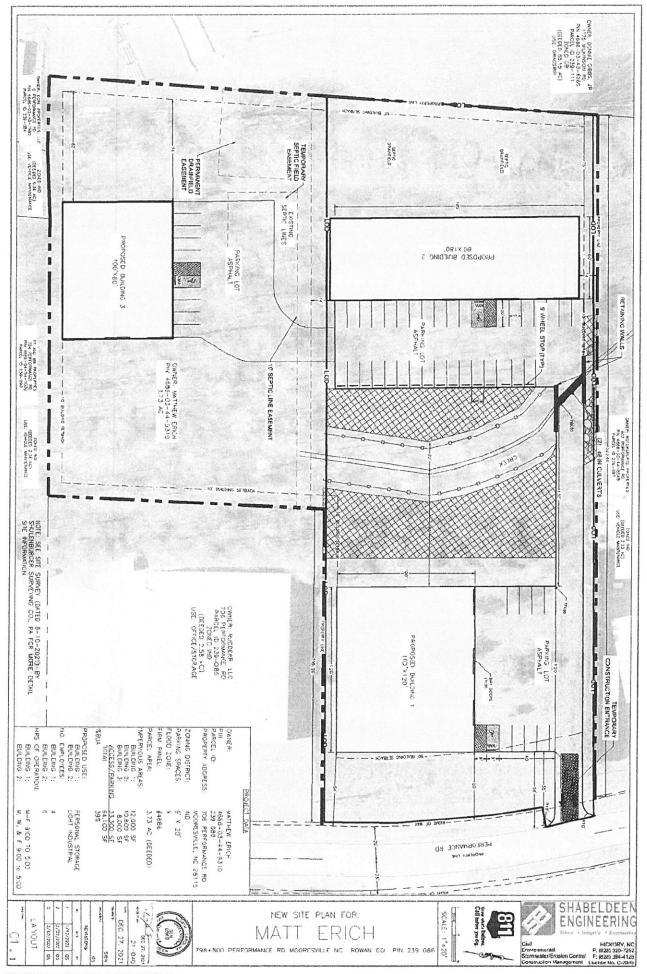
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*When submitting petition, remember to include the diagram of the road with all structures and current addresses noted. This is very important to the process as it helps ensure that everyone receives a correct address. You will be notified of completion of the road naming process after final action.

Petition leader: must own property along the proposed road, otherwise the petition is void:

Address 19037 CHANDLERS LANDII	NG	
City CORNELIUS	StateNC	Zip_28031
Telephone: Home 317-435-9781	Other 317-435-9781	Tax map/parcel number 239 086
DATE: 05/30/2022	Road name agreed on:	1. PACKARD DRIVE 2 3
Signatu	re, address and telephone	e number of PROPERTY OWNER:
I. SIGNATURE	5.	SIGNATURE
Address		Address
MapParcel		MapParcel
Phone #:	-	Phone #:
2. SIGNATURE		
Address		Address
MapParcel		MapParcel
Phone #:		Phone #:
S. SIGNATURE	7.	
Address		Address
71001000		
MapParcel		MapParcel
Phone #:		Phone #:
Thone ii.		
. SIGNATURE	8.	SIGNATURE
Address		Address
Addicss		
MapParcel		MapParcel
Phone #:Parcel		Phone #:
FHORE #.		



ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 6/20/22

SUBJECT: Contract with Crossnore School & Children's Home for DSS

Department of Social Services would like to enter into a contract with Crossnore School & Children's Home to provide therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022 - June 30, 2023 and will not exceed \$240,000.

Attached is the proposed contract with Crossnore School & Children's Home

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Crossnore School & Children's Home for therapeutic foster care services in an amount not to exceed \$240,000.

ATTACHMENTS:

Description	Upload Date	Type
Contract	6/13/2022	Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

10:	Adron Church, Rowan County Manager
FROM:	Micah Ennis, Director
DEPT:	Social Services
DATE:	5/19/2022 Crossnore School & Children's Home
SUBJECT:	Crossnore School & Children's Home
PURPOSE C	OF CONTRACT:
This vendo	r provides Level 2-4 therapeutic foster care to children in DSS custody.
	CONTRACT CERTIFICATION
	CONTRACT CENTIFICATION
By submit	tting this memorandum, I agree that I have:
1. Read a	and understand the terms of the contract.
2. To the	best of my knowledge the terms, amount and activities surrounding
this contr	act are compliant with North Carolina General Statutes, the Rowan
	urchasing Policy and any applicable regulations.
and the second second second	secured and attached in MUNIS the Certificate of Insurance.
3. Thave	secured and attached in Monis the Certificate of insurance.
	Floop

DATE

Signature of Director

Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Crossnore School & Children's Home (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-0567980 and DUNS Number (required if funding from a federal funding source). 162977185

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) Combined Federal Certifications (Attachment C) (5) Conflict of Interest Policy (Attachment D)
	(6) No Overdue Taxes (Attachment E)
	(7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
	(8) Certification of Transportation (Attachment J)
	(9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
	(10)Certain Reporting and Auditing Requirements (Attachment L)
	(11)State Certification (Attachment M)
	(12)Attachment N - Non-Discrimination, Clean Air, Clean Water
	(16) 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 on7/1/2022 and shall terminate on 6/30/2023, 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 \$ 240,000.00 This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds
	☑ a. There are no matching requirements from the Contractor.
	□ b. The Contractor's matching requirement is \$, which shall consist of: □ Cash
	Cash and In-kind Cash and/or In-kind
-	The contributions from the Contractor shall be sourced from non-federal funds.
11	ne total contract amount including any Contractor match shall not exceed \$240,000.00.
6.	Reversion of Funds:
	Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

IF DELIVERED I	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
County Mailing Address	Micah M. Ennis, Director Rowan 1813 East Innes Street Salisbury NC 28146	Name & Title Micah M. Ennis, Director County Rowan Street Address 1813 East Innes Street City, State, Zip Salisbury NC 28146
Telephone Fax Email	704.216.8422 704.638.3041 Micah.Ennis@rowancountync.gov	

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS		
Name & Title	Kacy Carter, Assistant Director		Kacy Carter, Assistant Director	
Company Name	Crossnore School & Children's	Company Name	Crossnore School & Children's Home	
Home				
Mailing Address	100 Dar Drive	Street Address	100 Dar Drive	
City State Zip	Crossnore NC 28616	City State Zip	Crossnore NC 28616	
Telephone	336-721-7600			
Fax	336-728-4355			
Email	kcarter@crossnore.org			

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - · Validity and accuracy of payment
 - · Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (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:

(can be delted if not needed)

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

party.	218127
Signature	Date
Savan Noms,	CRO
Printed Name	Title
COUNTY	5/27/2022
Signature (must be legally authorized to sign contracts for County DSS)	Date
Micah Ennis	Directu
Printed Name	Title
This instrument has been pre-audited in the manner required by the Local Governm	ent Budget and Fiscal Control Act.
Signature of County Finance Officer	Date

Relationships of the Parties

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

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

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check 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. 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, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

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

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.

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.

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.

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.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's 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.

Crossnore School & Children's Home

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

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 County. 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. 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.

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 Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, 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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

Crossnore School & Children's Home or phrase shall be read to include the plural and vice versa.

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 published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 56-0567980 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: Crossnore School & Children's Home
- 2. If different from Contract Administrator Information in General Contract:

Address

Telephone Nu	ımber;	Fax Number	r: Email:	
3. Name of P	rogram (s):			
4. Status:	Public Public	⊠ Priva	ate, Not for Profit	Private, For Profit
5. Contractor	's Financial Rep	porting Year	October through	September
B. Explanation	on of Services to	o be provided	and to whom (inc	lude SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Residential Child Caring Institution/Therapeutic Foster Care/Traditional Foster Care/ Adoptions

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates			
	Age 0-5	Age 6-12	Age 13+	
Foster Care				
Therapeutic Foster Care	\$514	\$654	\$698	
Residential Treatment (Level 2)				
Child Placing Agency	\$1,472	\$1,637	\$1,702	
Residential Child Caring Institution	\$4,318	\$4,510	\$4,580	
Standard Board and Treatment Rates	Dai			
	Board	Treatment*		
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88		
Residential Treatment Level 3, 5+ beds	\$33	\$189.75		
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71		
Residential Treatment Level 4, 5+ beds	\$40	\$315.71		

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 2. Share all information needed to ensure a good match/appropriate placement.
- Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Provide Services:

- Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.

- For placements involving mental health treatment (Levels 2-4, PRTF), provide case
 management including development and maintenance of Person-Centered Plan and oversee
 requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- Notify County immediately when a child receives emergency care, is hospitalized, is placed
 in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local
 authorities immediately upon discovering a child is missing.
- When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- Attend court hearings and provide information to the court as needed. If attendance is not
 feasible, review report prior to court. Private Partner should provide a written summary to the
 court regarding each child's progress.
- Provide County a minimum 30 day grace period prior to discharge of any child so that an
 appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the
 Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- 12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

- Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - Documentation of custody.
 - Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - Visitation agreement (if applicable).
 - j. Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - 1. Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - Any other forms or information required by the Private Partner.

Provide Services:

- Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review
 each child's progress toward meeting the goals of the out-of-home services agreement and
 treatment plan.
- Conduct in-person visits with each child at least once a month in the placement provider's home.
- Monitor and assure implementation of all aspects of a child's treatment plan, including courtordered visitation by parent/guardian.
- Enroll/withdraw the child in school.
- Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

Coordinate required medical exams for each child and advise Private Partner of results.

- 2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
- Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
- 4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
- Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
- Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
- 8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
- 9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

(Signature of Contractor)

(Date Submitted)

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - The Certification Regarding Nondiscrimination;
 - The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- (Check the applicable statement)

[]	He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or
	has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or
	employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member
	of Congress in connection with a covered Federal action;

OR

- [] He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- 5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Savan Noms / Crossnore Communities for Children 519122

Contractor Name

CPO

Title

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. 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.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - 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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 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:
 - i. Abide by the terms of the statement; and
 - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) 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)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - 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
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street 1001 Reynolda?	Rd Winston Salem N	c 27104
	249 Crossnore NC	
Street 709 5th AVEW	Hendersonville NC	28739
City, State, Zip Code		

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 that contain provisions for children's services and that all subgrantees shall certify accordingly.

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- 1. By signing and submitting this document, 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 originate may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant will provide immediate written notice to the person to whom this 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, 45 CFR Part 76. You may contact the person to whom 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 document that it will include the 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 by 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

- The prospective lower tier participant certifies, by submission of this document, 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.
- 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.

V. Certification Regarding Lobbying

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

- 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- 1. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog
 of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify
 the nature and value of the in-kind payment.
- 12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Policy and Procedures Name:	Conflict of Interest
Domain:	Governance
Policy Location:	Google Drive
Date of Original Adoption:	6/3/17
Effective Date:	6/3/17
Dates of Revision(s):	2005, 2009, 2012 (formerly Crossnore School Policy)
Current Version Verified By:	Board of Trustees
References:	GS 55A-8-31

This conflict of interest policy is designed to supplement but not replace state and federal law, including North Carolina General Statute Section 55A-8-31 that governs conflicts of interest applicable to nonprofit corporations.

Scope of Policy:

This Policy shall apply to Crossnore School & Children's Home and each of its affiliates, including without limitation, The Marjorie Williams Academy and The Crossnore School Children's Foundation; provided, however, that when applied to such affiliates references to the "Board of Trustees" shall be read to apply to the applicable affiliate's governing board and references to Crossnore School & Children's Home shall be read to apply to the corporation of the applicable affiliate.

Conflict of Interest Defined:

A conflict of interest is defined as an actual or perceived interest by an employee or Board member in an action that results in, or has the appearance of resulting in, personal organizational or professional gain. A conflict of interest occurs when an employee/Board member has a direct or fiduciary interest in another relationship. A conflict of interest could include:

- Ownership with a member of the Board of Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Employment of or by a member of the Board of Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Contractual relationship with a member of the Board of Trustees or an employee where
 one or the other has supervisory authority over the other or with a client who receives
 services.

- Creditor or debtor to a member of the Board of Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Consultative or consumer relationship with a member of the Board of Trustees or an employee where one or the other or with a client who receives services.

The definition of conflict of interest includes any bias or the appearances of bias in a decision making process that reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an employee and a Board member or a person who is an employee and hires a family member as a consultant or for contractual services. Simply stated, a conflict of interest is defined as a staff member or Board member engaging in activities that will benefit them over or in addition to Crossnore School & Children's Home or its residents.

Employee and Board of Trustee Responsibilities:

It is in the best interest of the organization, individual staff and Board members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest. Employees and Board members are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization is committed to serving the children in our care and the community as a whole rather than any special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest or the appearance of a conflict of interest is to be reported immediately to the employee's immediate supervisor or to the Chief Executive Officer and in the case of Board members, to the Chairman of the Board of Trustees.

Employees and Board members are to maintain independence and objectivity with regards to clients, the community and the organization. Employees and Board members are called to maintain a sense of fairness, civility, ethics and personal integrity even though law, regulation or custom does not require them.

With this stated, the reality is that often Board members and sometimes employees may serve in many capacities in various organizations and institutions, especially in smaller communities, such as Crossnore. Such involvement may give rise to a duality of interest that, while proper, permissible and beneficial, may give rise to misunderstandings and perceptions of favoritism and unfairness.

Hiring, retention, supervision and promotion of staff will not be influenced by relationships of employees to other employees or board members. No preferential treatment will be granted a former employee engaged in a private business or a practice providing counseling/therapy services on an individual and/or group basis that meet the needs of the clients served by Crossnore School & Children's Home. Utilization of these or other services will be by professional recommendation of the Case Manager based on assessed needs of the client,

availability of resources and the express wishes of the parent/legal custodian.

Duty to Disclose and Procedures for Addressing a Conflict of Interest:

No transaction with a Board member, former Board member, staff member or former staff member shall be on terms less favorable to Crossnore School & Children's Home than available through independent providers. A Board member or employee who has an actual or possible conflict of interest in a transaction has a duty to disclose such interest and describe to the Board of Trustees all material facts concerning the matter. This disclosure must occur prior to the consideration of the proposed transaction by the Board and the member with a possible conflict should leave the meeting and abstain from voting. However, the presence of, or a vote cast by a trustee with a direct or indirect interest in a transaction does not affect the validity of the vote if the transaction is otherwise fully disclosed and otherwise authorized, approved or ratified by the full Board of Trustees.

If an employee or Board member believes there is a potential or apparent conflict of interest that has not been disclosed, employees should report their concern to their supervisor, the Chief Executive Officer or Chairman of the Board of Trustees. The Chairman and Vice-Chairman of the Board of Trustees and Chief Executive Officer shall serve as the **Ethics Committee**. The Ethics Committee will investigate and determine if there is a conflict of interest and will take appropriate actions that may include dismissal of an employee or the removal of a member of the Board of Trustees.

Annual Statements:

Each Board member shall annually sign a statement affirming that such person:

- 1. Has received a copy of the conflict of interest policy;
- 2. Has read and understands the policy and has disclosed any potential conflict of interest through completion of the Conflict of Interest Disclosure Statement; and
- 3. Has agreed to comply with the policy.

Acceptance of Gifts:

Employees, members of employee's immediate family and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

- 1. Persons receiving benefits or services from the organization;
- Any person or organization performing or seeking to perform services under contract with the organization; and

Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Crossnore School & Children's Home does not accept payment or other consideration from another provider of services for referring applicants or persons served. The agency does not make payments or other considerations for referral to Crossnore School & Children's Home.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

Original Conflict of Interest Policy dated 07/00; Revised in 2005

Present revision and effective date: February 6, 2009

Approved by: The Crossnore School Board of Trustees, February 6, 2009

Amended by: The Crossnore School. Board of Trustees, June 2, 2012

Further amended by: The Crossnore School Board of Trustees, June 2, 2012

Adopted by: The Crossnore School Children's Foundation Board of Directors, October 12, 2012

Present revision and effective date, June 1, 2017

Adopted by: The Crossnore School Children's Foundation Board of directors, June 2, 2017

Adopted by: The Crossnore School & Children's Home Board of Trustees, June 3, 2017



Date of Certification: 5 1 22

To: State Agency Head and Chief Fiscal Officer

Certification:

I certify that the *Crossnore School & Children's Home* 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:

Bick Cardwell being duly sworn, say that I am the Board Chair of Crossnore School & Children's Home of Crossnore in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

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

(Notary Signature and Seal)

If there are any questions, please contact the state age.

Office of State Budget and Management:

NCGrants@osbm.nc.gov-(919)807-4795

1

Commission Expires:

ant. If needed, you may contact the North Carolina

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

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

- Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
- 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;
- 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 Rowan 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 Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

Disclosing, at the outset of the contract, upon renewal and upon request, any criminal
convictions or other reasons for disqualifications from participation in Medicare,
Medicaid or Title XX programs (signature on this form confirms this statement).

Signature

Crossnore Communities for S19/22

Agency/Organization Children

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service Exempt Organizations Determinations P.O. Box 2508 Cincinnati, OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter 64/Article 2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/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 (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby 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
- (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.
- 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
 - 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:	Crossnore Communities for	- Children	
Contractor's Authorized Agent:	Signature		Date 5922
	Printed Name	Title CPD	
Witness:	Signature		Date
	Printed Name	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

Rowan 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)).

mature Title

Agency/Organization Anildren

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(Certification signature should be same as Contract signature.)

70CROSSSCH

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

9/29/2021

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

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

PRODUCER	NAME: Stephanie cRae	CONTACT Stephanie cRae			
McGriff Insurance Services	PHONE (A/C, No, Ext): 704 954-3000	FAX (A/C, No): 888-751-3197			
4777 Sharon Rd., 4th Floor		E-MAIL ADDRESS: NCCertificateTeam@mcgriff.com			
Charlotte, NC 28210	INSURER(S) AFFORDIN	NG COVERAGE NAIC			
704 954-3000	INSURER A : Berkley Regional Insurance	Company 29580			
Crossnore School, Inc.& Children's Home Crossnore Communities for Children	INSURER B : United Wisconsin Insurance	e Company 29157			
	INSURER C :				
	INSURER D :				
P.O. Box 249 100 Dar Drive	INSURER E :				
Crossnore, NC 28616	INSURER F:				

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:

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

	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	L	MITS
X COMMERCIAL GENERAL LIABILITY		HHS858503811	09/30/2021	09/30/2022		s1,000,000
CLAIMS-MADE X OCCUR				1	PREMISES (Ea occurrence)	\$1,000,000
					MED EXP (Any one person)	\$5,000
					PERSONAL & ADV INJURY	\$1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$3,000,000
POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AC	sg \$3,000,000
OTHER:						\$
AUTOMOBILE LIABILITY		HHS858503811	09/30/2021	09/30/2022	COMBINED SINGLE LIMIT (Ea accident)	s1,000,000
X ANY AUTO			100		BODILY INJURY (Per perso	n) \$
OWNED SCHEDULED					BODILY INJURY (Per accide	ent) \$
V HIRED V NON-OWNED					PROPERTY DAMAGE (Per accident)	s
X Drive Oth Car					(i or addition)	\$
UMBRELLA LIAB OCCUR		HHS858503811	09/30/2021	09/30/2022	EACH OCCURRENCE	\$5,000,000
X EXCESS LIAB X CLAIMS-MADE			1		AGGREGATE	\$5,000,000
DED RETENTION \$						s
WORKERS COMPENSATION		0400188361	09/30/2021	09/30/2022	X PER STATUTE E	TH-
ANY PROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$500,000	
(Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLO	EE \$500,000
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIN	s500,000
	CLAIMS-MADE X OCCUR CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRODUCT LOC OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY AUTOS ONLY X PRIVE OTH CAR UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTHER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY AUTOS ONLY X Drive Oth Car UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PROPRIETOR/PARTINER/EXECUTIVE Y/N ANY PROPRIETOR/PARTINER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X AUTOS ONLY X Drive Oth Car UMBRELLA LIAB UMBRELLA LIAB V EXCESS LIAB X CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY AUTOS ONLY X Drive Oth Car UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY WORKERS COMPENSATION AND EMPLOYERS' LIABILITY N/A OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	CLAIMS-MADE X OCCUR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required;

** Supplemental Name **

First Supplemental Name applies to all policies - Crossnore School & Children's Home (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Rowan County DSS 1813 E. Innes Street Salisbury, NC 28146	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
3,, 1.0. 201.0	AUTHORIZED REPRESENTATIVE
	Ray Tadoer, Dr.

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DESCRIPTIONS (Continued from	om Page 1)	112
Policy# HHS858503811 - : Crossnore School & Children's Home		
		No.

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 6/20/22

SUBJECT: Contract with American Children's Home for DSS

Department of Social Services would like to enter into a contract with American Children's Home to provide therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022 - June 30, 2023 and will not exceed \$240,000.

Attached is the proposed contract with American Children's Home.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with American Children's Home for therapeutic foster care services in an amount not to exceed \$240,000.

ATTACHMENTS:

DescriptionUpload DateTypeContract6/13/2022Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

FROM:	Aaron Church, Rowan Co	ounty Manager
	Micah Ennis, Director	
DEPT:	Social Services	
DATE:	5/19/2022	
SUBJECT:	American Children's Hon	ne
PURPOSE C	F CONTRACT:	
This vendor	provides Level 2-4 therape	utic foster care to children in DSS custody.
-		
	CONTR	RACT CERTIFICATION
By submit	CONTE	January A. S.
	ting this memorandum,	I agree that I have:
1. Read a	ting this memorandum, nd understand the term	I agree that I have: s of the contract.
 Read a To the l 	ting this memorandum, nd understand the term best of my knowledge th	I agree that I have: s of the contract. ne terms, amount and activities surrounding
 Read a To the l this control 	ting this memorandum, nd understand the term best of my knowledge th act are compliant with N	I agree that I have: s of the contract. ne terms, amount and activities surrounding North Carolina General Statutes, the Rowan
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 Read a To the k this control County Pu 	ting this memorandum, nd understand the term best of my knowledge th act are compliant with N archasing Policy and any	I agree that I have: s of the contract. ne terms, amount and activities surrounding North Carolina General Statutes, the Rowan applicable regulations.

Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and American Children's Home (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-0340748 and DUNS Number (required if funding from a federal funding source). 05-025-3079

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) Combined Federal Certifications (Attachment C)
	(5) Conflict of Interest Policy (Attachment D)
	(6) No Overdue Taxes (Attachment E)
	(7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
	(8) Certification of Transportation (Attachment J)
	(9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
	(10)Certain Reporting and Auditing Requirements (Attachment L)
	(11)State Certification (Attachment M)
	(12)Attachment N - Non-Discrimination, Clean Air, Clean Water
	(16) 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 on7/1/2022 and shall terminate on 6/30/2023,
	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.
-	County's Puties. The County shall now the Contractor in the manner and in the amounts enseified in the Contract
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 \$ 240,000.00
	This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds
	This amount consists of \$\psi\$ in Federal funds (of DA#), \$\psi\$ in State Funds, \$\psi\$ in County funds
	a. There are no matching requirements from the Contractor.
	b. The Contractor's matching requirement is \$, which shall consist of:
	☐ In-kind ☐ Cash
	☐ Cash and In-kind ☐ Cash and/or In-kind
	The contributions from the Contractor shall be sourced from non-federal funds.
T	ne total contract amount including any Contractor match shall not exceed \$240,000.00.
5.	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
County Mailing Address	Micah M. Ennis, Director Rowan 1813 East Innes Street Salisbury NC 28146	Name & Title Micah M. Ennis, Director County Rowan Street Address 1813 East Innes Street City, State, Zip Salisbury NC 28146
Telephone Fax Email	704.216.8422 704.638.3041 Micah.Ennis@rowancountync.gov	

For the Contractor:

IF DELIVERED E	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Finance Administ	Katherine F. Yokeley/VP of tration	Name & Title Katherine F. Yokeley/VP of Finance Administration
Company Name Mailing Address	American Children's Home PO Box 1288	Company Name American Children's Home Street Address 3844 NC Hwy 8 South
City State Zip	Lexington NC 27293-1288	City State Zip Lexington NC 27292
Telephone	336.357.7126	
Fax	336.357.2923	
Email	kyokeley@ach-nc.org	

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - · Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - · Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (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:

(can be delted if not needed)

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 duplicate originals, with one original being retained by each party.

| Country | Cou

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

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 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. 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, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law

Default and Termination

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

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

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.

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.

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.

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.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's 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.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

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 County. 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. 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.

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 Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, 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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

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 published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 56-0340748 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: American Children's Home
- 2. If different from Contract Administrator Information in General Contract:

Address

Te	lephone Nun	nber:	Fax Number	r: Email:	
3.	Name of Pro	ogram (s):			
4.	Status:	Public	⊠ Priva	ate, Not for Profit	Private, For Profit
5.	Contractor's	Financial Re	porting Year	October through	September
B.	Explanation	of Services t	o be provided	and to whom (inc	lude SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Residential and Foster Care programs

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates			
	Age 0-5	Age 6-12	Age 13+	
Foster Care				
Therapeutic Foster Care	\$514	\$654	\$698	
Residential Treatment (Level 2)				
Child Placing Agency	\$1,472	\$1,637	\$1,702	
Residential Child Caring Institution	\$4,318	\$4,510	\$4,580	
Standard Board and Treatment Rates	Dai	ly Rates		
	Board	Treatment*		
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88		
Residential Treatment Level 3, 5+ beds	\$33	\$189.75		
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71		
Residential Treatment Level 4, 5+ beds	\$40	\$315.71		

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 2. Share all information needed to ensure a good match/appropriate placement.
- Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Provide Services:

- Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.

- For placements involving mental health treatment (Levels 2-4, PRTF), provide case
 management including development and maintenance of Person-Centered Plan and oversee
 requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- Notify County immediately when a child receives emergency care, is hospitalized, is placed
 in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local
 authorities immediately upon discovering a child is missing.
- When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- Attend court hearings and provide information to the court as needed. If attendance is not
 feasible, review report prior to court. Private Partner should provide a written summary to the
 court regarding each child's progress.
- Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- 11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- Provide a discharge summary within thirty (30) days of discharge, including history, course
 of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

- Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - Visitation agreement (if applicable).
 - Child Health Status Component (DSS-5125-II).
 - Education Component (DSS-5245).
 - Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - Any other forms or information required by the Private Partner.

Provide Services:

- Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review
 each child's progress toward meeting the goals of the out-of-home services agreement and
 treatment plan.
- Conduct in-person visits with each child at least once a month in the placement provider's home.
- Monitor and assure implementation of all aspects of a child's treatment plan, including courtordered visitation by parent/guardian.
- 4. Enroll/withdraw the child in school.
- Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.

- If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
- Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
- Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
- Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
- Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
- Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
- 9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

(Date Submitted)

(Date Submitted)

(Signature of Contractor

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]
 - [] He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

- He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- 5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Signature

Signature

VP Finance of Admin

Title

Menerican Children's Home Inc

Contractor Name

Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. 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.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - 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;
 - Establishing a drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 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:
 - i. Abide by the terms of the statement; and

Address

- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) 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)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - 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
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

City, State, Zip Cod	e levinton NC 27797	
Street	- carrida	

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 that contain provisions for children's services and that all subgrantees shall certify accordingly.

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- 1. By signing and submitting this document, 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 originate may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant will provide immediate written notice to the person to whom this 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, 45 CFR Part 76. You may contact the person to whom 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 document that it will include the 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 by 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

- The prospective lower tier participant certifies, by submission of this document, 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.
- 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.

V. Certification Regarding Lobbying

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

- 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- 1. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

American Children's Home

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of NC	
County Davidson	
Katherine F. Yokeley per	, Notary Public for said County and State, certify that resonally appeared before me this day and acknowledgedofAmerican Children's Home [name of Organization]
and by that authority duly given and as the act of the	he Organization, affirmed that the foregoing Conflict of
the 7th day of November, 2015 Sworn to and subscribed before me this 25th	
Angela H. Bray (Official Seal) My Commission expires August 23	Davidson County
	dopted by the Board of Directors/Trustees or other with the current adopted conflict of interest policy.

Name	Conflict of Interest Policy and Procedures		
Applicable to	All board members, staff and volunteers		
Location	Board Orientation Manual, Personnel Policy Manual		
Effective Date	November 7, 2015		
Oute(s) of Revisions	Revisions November 6, 2015		
Legal and other references	COA Standards: ETH 4, IRS Form 990 Part VI, Section B, Line 12a-c		

The American Children's Home staff, board members, and volunteers are obligated to always act in the best interest of the organization and the children we serve. This obligation requires that any employee, board member or volunteer in the performance of agency duties seek only furtherance of the American Children's Home Mission. At all times, employees, board members, and volunteers are prohibited from using their job title, the organizations name or property for private profit or benefit.

Conflict of Interest Defined:

"Conflict of Interest means a conflict, or the appearance of a conflict, between the private interests and official responsibilities of a person in a position of trust."

The definition of conflict of interest includes any bias or the appearance of bias in a decision-making process that would reflect a dual role played by a staff or board member of the American Children's Home.

Employee Responsibilities:

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to maintain a sense of fairness, civility, ethics and personal integrity even though law, regulation, or custom does not require them.

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 of Directors, the President/CEO or your supervisor immediately.

- A. Acceptance of Gifts: Employees, members of employee's immediate family, volunteers and members of the Board are prohibited from accepting gifts, money, or gratuities from the following:
 - a. Persons receiving benefits or services from the organization;
 - Any person or organization performing or seeking to perform services under contract with the organization; and
 - c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.
 - Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal or vacation days. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.
- B. No Board member, officer, employee, or agent of the American Children's Home 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:
 - Any Board member, officer, employee, or agent;

- Any member of their family by whole or half blood, step or personal relationship or relative-inlaw;
- An organization in which any of the above is an officer, director, or employee;
- A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.
- C. Personnel and paid consultants are prohibited from having direct or indirect financial interest in the American Children's Home, Inc., including but not limited to: assets, leases, business transactions, and professional services.
- D. No employee is eligible to provide professional services to American Children's Home on an independent basis.
- E. Board Action When a conflict of interest is relevant to a matter requiring action by the Board of Directors 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. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board 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.
- F. Violations of the Conflicts of Interest Policy If the Board of Directors 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 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:
 - 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 decision as to whether a conflict of
 interest in fact existed.
 - 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.

Board Chair

Date Signed 11-7-15

President / CEO

Date Signed //- /-/3

Approved by ACH Board of Directors November 7, 2015

Kathy C. Berrier
PRESIDENT/CEO

BOARD OF DIRECTORS

Tom Brinson Scotland Neck, NC

Byron Hinson High Point, NC VICE CHAIRMAN

Debra Worley Scotland Neck, NC TREASURER

Judy Byrd Winston Salem, NC

Robert Thomspon Trinity, NC

Butch Anderson MORGANTON, NC

Richie Armstrong TARBORO, NC

Cliff Ayscue SCOTLAND NECK, NC

Daniella Brinson SCOTLAND NECK, NC

Steve Davis ARCHDALE, NC

Greg Hedrick
THOMASVILLE, NC

Claude Huffman MORGANTON, NC

Steve Jackson LEXINGTON, NO

Sadie Kilcrease THOMASVILLE, NC

Maurice Mabe HIGH POINT, NC

Vera Mcrae LEXINGTON, NC

Danny Morrison LEXINGTON, NC

Norman Morrison LEXINGTON, NC

Robin Penninger LEXINGTON, NC

Charles W. Riehs HIGH POINT, NC

Barry Sink LEXINGTON, NC

Chad Smith HIGH POINT, NC

Archie Worley SCOTLAND NECK, NC





Attachment E - No Overdue Tax Debts

June 1, 2021

To: County Department of Social Services

Certification:

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

Sworn Statement:

Roy Thomas Brinson II and Kathy C. Berrier being duly sworn, say that we are the Board Chairman and President/CEO, respectively, of American Children's Home of Lexington in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

President/CEO

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

(Notary Signature and Seal)

My Commission Expires: August 23, 2025

ANGELA H. GRAY
NOTARY PUBLIC
Davidson County
North Carolina
My Commission Expires 8 23 26

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."

NCDA&CS-State Grant Certification No Overdue Tax Debts Eff. July 1, 2005, Rev 7/14 FDD-TEFAP PI & SKP Page 18 of 26

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

- Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
- Insuring that all drivers (including employees, 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:
- 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;
- 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 Rowan 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 Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
- Disclosing, at the outset of the contract, upon renewal and upon request, any criminal
 convictions or other reasons for disqualifications from participation in Medicare,
 Medicaid or Title XX programs (signature on this form confirms this statement).

Signature

Title

Agency/Organization

Data /

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service Exempt Organizations Determinations P.O. Box 2508 Cincinnati, OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter-64/Article-2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/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

- 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
- (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:	American Chi Hirais Home
Contractor's Authorized Agent:	Signature Falleign Styleley Date \$25/22
	Printed Name Katherine & Yolelley Title VP Finance & Admin
Witness:	Signature angela A. Bray Date 4 25 22
	Printed Name Angela H. Gray Title Bookkeeper

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

Rowan 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.
- 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)

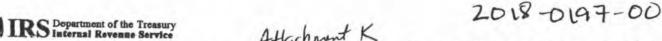
- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction 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.
- 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

Agency/Organization

Date

(Certification signature should be same as Contract signature.)



OGDEN UT 84201-0029

Attach ment K

In reply refer to: 4077567774 Aug. 30, 2016 LTR 4168C 56-0340748 000000 00

00022446

BODC: TE

JUNIOR ORDER UNITED AMERICAN MECHANICS CHILDRENS HOME INC AMERICAN CHILDRENS HOME PO BOX 1288 LEXINGTON NC 27293-1288

013363

Employer ID Number: 56-0340748

Form 990 required: Yes

Dear Taxpaver:

This is in response to your request dated Aug. 03, 2016, regarding your tax-exempt status.

We issued you a determination letter in January 1975, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) (3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

2018-0197-00

4077567774 Aug. 30, 2016 LTR 4168C 0 56-0340748 000000 00 00022447

JUNIOR ORDER UNITED AMERICAN MECHANICS CHILDRENS HOME INC AMERICAN CHILDRENS HOME PO BOX 1288 LEXINGTON NC 27293-1288

Sincerely yours,

Jeffrey I. Cooper

Director, EO Rulings & Agreement

JUNI



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/16/2022

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

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

this certificate does not confer rights to t	he certifi	cate holder in lieu of suc			70.76	20.000000000000000000000000000000000000		APS NEED	
PRODUCER			CONTAC NAME:		licutt				
Mountcastle Insurance		PHONE (A/C, No. Ext): (336) 249-4951 FAX (A/C, No.):							
P.O. Box 1937			E-MAIL ADDRES	heallicutt/	@mountcastlei	nsurance.com	1 (130) 110)		
			7.007.00		SURER(S) AFFO	RDING COVERAGE			NAIC #
Lexington		NC 27293-1937	INSURE	Oldhana	Insurance of A				31534
INSURED			INSURE	Allesavie	a Financial Be	nefit			41840
Junior Order United American Me	chanics C	Children's Home Inc.	INSURE	Unnerven	Insurance Gro	oup			
DBA: American Children's Home			INSURE						
P.O. Box 1288			INSURE						
Lexington		NC 27293-1288	INSURE						
	IEICATE	NUMBER: CL22316077		KF;		REVISION NUM	BER.		
THIS IS TO CERTIFY THAT THE POLICIES OF IN INDICATED. NOTWITHSTANDING ANY REQUIR CERTIFICATE MAY BE ISSUED OR MAY PERTAL EXCLUSIONS AND CONDITIONS OF SUCH POL	ISURANCE EMENT, TO N, THE IN:	E LISTED BELOW HAVE BEEF ERM OR CONDITION OF ANY SURANCE AFFORDED BY TH	Y CONTRA	CT OR OTHER	D HEREIN IS S	BOVE FOR THE PO	OLICY PERIO		
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POLICY PRO- JECT LOC					PRODUCTS - COMP		s included		
OTHER:						Employee Bene		\$ 1,000	0,000
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AND EMPLOYERS' LIABILITY Y/N									
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(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA E		\$	
DÉSCRIPTION OF OPERATIONS below	_		_			E.L. DISEASE - POL Occurrence	ICY LIMIT	\$1.00	00,000
Professional Liability Abuse		ZB6H194531		03/01/2022	03/01/2023	Aggregate		21.47	00,000
A and Molestation		2501110-1001		00/01/2022		Occurrence		200	00,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES	(ACORD 1	01. Additional Remarks Schedule	e, may be at	tached if more s	pace is required)			W 1,00	70,000
CERTIFICATE HOLDER			CANC	ELLATION					
Rowan County DSS 1813 East Innes Street			ACC	EXPIRATION D ORDANCE WIT	PATE THEREO	SCRIBED POLICIE F, NOTICE WILL BI Y PROVISIONS.			BEFORE
			AUTHORIZED REPRESENTATIVE						

Valter D. Rome

Salisbury

NC 28146

(Rev. November 2017) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line;	do not leave this line blank.				-							
	Junior Order United American Mechanics Children's Hon	ne Inc											
	2 Business name/disregarded entity name, if different from above												
	American Children's Home								_				
age 3	 Check appropriate box for federal tax classification of the person whose na following seven boxes. 	ame is entered on line 1. Ch	eck only one	of the	certa	emptions in entitle actions o	s, not	indiv					
s on p	☐ Individual/sole proprietor or							(if an	y)				
ype	Limited liability company. Enter the tax classification (C=C corporation,	imited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►											
So Check appropriate box for rederal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor or single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC it the LLC is classified as a single-member LLC that is disregarded from the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes, Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. Other (see instructions) ► 5 Address (number, street, and apt. or suite no.) See instructions. Requester's name							code (it any)						
eci	☐ Other (see instructions) ▶				(Applie	to account	s maint	ained ou	etside	the U.S.)			
Sp	5 Address (number, street, and apt, or suite no.) See instructions,		Requester's	name a	and ad	dress (or	tiona	n					
See	3844 NC Hwy 8 South												
	6 City, state, and ZIP code												
- 18	Lexington NC 27292							-					
	7 List account number(s) here (optional)												
_													
Par				niel ees		n combine	_	_					
	your TIN in the appropriate box. The TIN provided must match the na p withholding. For individuals, this is generally your social security nu		-	Ciai sec	unty	number	1						
reside	nt alien, sole proprietor, or disregarded entity, see the instructions for	Part I, later. For other			-		-						
	s, it is your employer identification number (EIN). If you do not have a	number, see How to ge			_		1						
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Par	III Certification		-	-	-			-	-	_			
-	penalties of perjury, I certify that:												
	number shown on this form is my correct taxpayer identification num	nber (or I am waiting for	a number to	be iss	ued to	o me); a	nd						
Sen	n not subject to backup withholding because: (a) I am exempt from ba vice (IRS) that I am subject to backup withholding as a result of a failt onger subject to backup withholding; and												
	a U.S. citizen or other U.S. person (defined below); and												
	FATCA code(s) entered on this form (if any) indicating that I am exem	not from FATCA reporting	a is correct										
you ha	cation instructions. You must cross out item 2 above if you have been a ve failed to report all interest and dividends on your tax return. For real e ition or abandonment of secured property, cancellation of debt, contribut han interest and dividends, you are not required to sign the certification,	state transactions, item 2 tions to an individual retir	does not ap ement arrang	ply. Fo gement	(IRA)	gage int	erest nerall	paid y, pa	yme	ents			
Sign Here	Signature of Wathern Holly	leef	Date > 4	1/2	5/2	2							
Ger	neral Instructions	Form 1099-DIV (di funds)	vidends, inc	luding	those	from st	ocks	or m	utu	al			
noted.	n references are to the Internal Revenue Code unless otherwise	Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)											
related	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted ney were published, go to www.irs.gov/FormW9.	 Form 1099-B (stock transactions by broken) 	ters)					ther					
		 Form 1099-S (prod 							- 1				
Purp	pose of Form	• Form 1099-K (mer											
inform	ividual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer	 Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) Form 1099-C (canceled debt) 						est),					
	ication number (TIN) which may be your social security number individual taxpayer identification number (ITIN), adoption	• Form 1099-A (acqu		andonr	nent o	of secure	d pr	oper	(v)				
taxpay (EIN), t	er identification number (ATIN), or employer identification number to report on an information return the amount paid to you, or other	Use Form W-9 only alien), to provide you	y if you are a	a U.S.			100			it			
returns	at reportable on an information return, Examples of information include, but are not limited to, the following.	If you do not return be subject to backup	Form W-9	to the									

· Form 1099-INT (interest earned or paid)

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Sheriff Auten

DATE: 6/20/22

SUBJECT: Contract with Pay Tel Communications for Inmate Communications System

At the May 16, 2022 Board of Commissioners meeting authorization was given to the Purchasing Director and Sheriff to negotiate a contract for the inmate communications system at both detention centers with Pay Tel Communications. This agreement will include equipment and services at no cost to the County. The County will receive commission based on usage.

Attached is the contract with Pay Tel Communications.

It is recommended that the Board of Commissioners authorize the County Manager to sign a contract with Pay Tel Communications, Inc. to provide the Rowan County Detention Centers with an inmate communication system.

ATTACHMENTS:

DescriptionUpload DateTypecontract6/9/2022Cover Memo

MASTER SERVICES AGREEMENT

This Master Services Agreement (hereinafter "Agreement") is made and entered into this _	day of
, 2022 by and between Rowan County, NC Sheriff's Office ("Customer") of th	e one part and
Pay Tel Communications, Inc., a North Carolina Corporation ("Pay Tel") of the other part,	

WHEREAS, Customer and Pay Tel desire to enter into a long term relationship pursuant to which Pay Tel will act as the exclusive provider of enabled and secured inmate communications services to inmates as outlined in Exhibit A, such services generally originate or relate to communications within Customer Premises Facility (hereinafter sometimes "Premises" as identified in Exhibit B (hereinafter sometimes "Services"); and

WHEREAS, Customer understands the cost to Pay Tel associated with providing such Services and Customer agrees to cooperate and assist Pay Tel as set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations hereunder, the parties to this Agreement do hereby agree as follows:

1.0 AUTHORITY TO CONTRACT

Customer, acting in its governmental capacity, warrants by its/their signature that the requisite approval has been obtained to bind any authority having jurisdiction over the Premises including the requisite authority sufficient to bind Customer to agreements of the size, nature and term covered by this Agreement.

2.0 LOCATION

- 2.1 This Agreement is for Services at or connected to the premises at the location or locations described in Exhibit B attached hereto (the "Premises") except as set forth below.
- 2.2 Customer acknowledges and agrees during the original or any renewed term of this Agreement that if Customer commences inmate communications operations at any location other than the Premises described herein, and to the extent allowed by state purchasing law, Pay Tel shall have the exclusive right to provide Services at such new location(s) in accordance with the terms and conditions of this Agreement.

3.0 <u>TERM</u>

3.1 The term of the Agreement shall commence upon the first use of Services and shall continue for a period of two (2) years from that date. This Agreement shall be automatically renewed for successive terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term. Such notice shall be given in strict conformance with Paragraph 10.1 below.

3.2

3.3 Unless specifically exempted in Exhibit A, Customer shall not allow any other party the right to supply the same or similar Services at the Premises during the original or any renewed term of this Agreement.

4.0 COMPENSATION

4.1 Customer agrees reasonably to assist Pay Tel in its efforts to prevent losses and fraud and further agrees to aid in the prosecution of any perpetrators of fraudulent activity whether such perpetrators are

located inside or outside the Premises.

- 4.2 The parties acknowledge and understand that this Agreement is subject to the provisions of state and federal laws and regulations, and Pay Tel can only provide Services in compliance with all applicable rules and regulations, including those rules and regulations promulgated by the Federal Communications Commission ("FCC") and state Public Utility Commissions ("PUCs"). If there are any changes or new interpretations of existing laws or regulations by the FCC, PUCs or any other governmental body that conflict with the terms of this Agreement, the parties hereto understand and agree that the provisions of this Agreement will need to be amended to conform to those legal requirements. If Pay Tel is aware of the likely passage or promulgation of any material change to law or regulation, it will endeavor to give as much notice as possible of the pendency of such change. As soon as Pay Tel has actual notice of any change that materially affects the terms of this Agreement, it will provide Customer at least twenty (20) days prior written notice of any change that will require amendment of this Agreement. If Customer objects to any such change in writing within twenty (20) days of receipt of notice, Customer's objection will be resolved by application of the dispute resolution provision of Section 8.2. During the pendency of the dispute, however, any proposed amendment made to conform to state or federal law will be deemed to be in effect.
- 4.3 Pay Tel will make compensation payments as set forth in Exhibit C. This Exhibit C will be modified in the event of a material change in the operation of the facility as further described in Section 4.4
- 4.4 Any compensation required to be paid under this Agreement is based on information provided by Customer and contingent on the cooperation of Customer as well as Customer's vendors whose services affect Pay Tel's ability to earn revenue. Customer understands and agrees that any material change to this cooperation or events as set forth in this section may constitute a material change to the information upon which Pay Tel reasonably relied to set the compensation rates set forth in this Agreement. If there is a material change in cooperation or regulations that affect this Agreement, Pay Tel and Customer will work together to modify the terms of this Agreement in light of both the Customer's and Pay Tel's respective interests.

The following list provides examples of items that will affect the generation of revenue for Customer and Pay Tel,

- 1. A sustained reduction in Inmate population.
- 2. Unreasonable restriction of inmate access to Pay Tel Services during normal awake hours (even restrictions imposed for security or disciplinary purposes.)
- 3. Other restriction of Pay Tel's ability to provide comprehensive inmate communications Services defined in Exhibit A.
- 4. Interference or lack of cooperation by Customer- selected-vendors such as the provider of Jail Management Software and/or Commissary companies whose lack of cooperation, for example, would inhibit Pay Tel's ability to commence or fully implement the installation of its equipment or provision of services to enable real-time transfer of money for the purpose of debit calling and/or messaging,
- 5. Lack of availability of products or services anticipated by this Agreement.
- 6. Any other action by Customer or Customer-selected vendors that unreasonably impede the use of Pay Tel equipment and Services by Inmates.
- 7. Regulatory changes that prohibit or mandate current pricing for Services.

5.0 EQUIPMENT AND SERVICES PROVIDED BY PAY TEL

- 5.1 Pay Tel will provide, install and operate equipment at the Premises necessary to provide the Services set forth in Exhibit A attached hereto.
- The placement of any equipment to be provided at the Premises will be determined by Pay Tel in consultation with the Customer and may be adjusted as necessary.
- 5.3 In the event that Pay Tel has agreed to provide limited free services, such services are understood to be provided only as set forth in Exhibit D. Paragraph 4.4 is incorporated into this paragraph by reference.
- 5.4 Unless otherwise provided in Exhibit C, all Services will be provided by Pay Tel at its expense.
- 5.5 Customer will provide space and necessary utilities to support the provision of Services.
- 5.6 Pay Tel will charge rates for all Services that are compliant with the FCC and any applicable PUC.
- 5.7 Any equipment provided by Pay Tel hereunder associated with the operation of the Services is agreed by Customer to be the personal property of Pay Tel and is not intended to be a permanent fixture. It is the express intention of both Customer and Pay Tel that such equipment is and shall continue to be personal property of Pay Tel. All equipment provided by Pay Tel in connection with its services will be removed by Pay Tel at the end of the term of this Agreement, including termination of this Agreement pursuant to Paragraph 8.1 hereof. Following termination for whatever reason, Pay Tel shall have the absolute right to recover its Equipment at any reasonable time wherever it is then located. Customer agrees to provide access and to facilitate such removal. Pay Tel shall repair any and all damage to the Premises by reason of removal of Pay Tel's equipment.
- 5.8 Pay Tel agrees to maintain its equipment in good operating condition, as further described in Exhibit E herein. In order to do so, Pay Tel shall have the right during normal business hours to enter the Premises to perform necessary maintenance and repairs as well as for purposes of inventory control. In order to trigger a service event, Customer must promptly notify Pay Tel of any malfunctions or loss of service.
- 5.9 Nothing herein shall require or obligate Pay Tel to perform maintenance or repairs to equipment that Pay Tel did not install or separately agreed in writing to repair or maintain.
- 5.10 Pay Tel agrees that its equipment will conform with all applicable local, state and federal requirements concerning the provision of Services to those with disabilities as defined by the Americans With Disabilities Act (hereinafter the "ADA"). Customer shall cooperate with Pay Tel to ensure compliance with all access requirements contained in applicable local, state and federal regulations relating to those with disabilities as defined in the ADA.

6.0 **LIMITED LICENSE**

In order to allow Services, Customer hereby grants to Pay Tel's employees and to the company a limited license to act under its law enforcement authority to record and manage inmate communications. Call recordings, emails or other electronic information ("Electronic Data") may be in Pay Tel's custody or control for periods of time and such custody and/or control shall be deemed under the authority of Customer's law enforcement personnel and any direction from Customer to Pay Tel and its employees with respect to such Electronic Data shall be deemed to be under a limited license to provide such data to law enforcement officials or to use for legitimate business purposes. Pursuant to this Agreement, Customer grants to Pay Tel a perpetual limited license to a) comply with requests submitted to Pay Tel by

any representative of Customer; b) disclose electronic data or physical forms of such data to Customer's representatives; c) utilize such data in order to perform functions necessary to provide Services; d) monitor such data to prevent fraud; e) monitor such data for equipment quality control and maintenance purposes; f) use the data in connection with legitimate business purposes; and g) Pay Tel will notify Customer's designated administrative contact of any requests to Pay Tel from Law enforcement or other authorities as soon as is practically possible.

7.0 Termination

- 7.1 Customer may terminate this Agreement in the event of an uncured material breach. Customer shall be required to give written notice to Pay Tel of any alleged material breach in strict conformance with Paragraph 9.1. Pay Tel shall have a right to cure any such breach within thirty (30) business days of receipt of written notice. This thirty (30) day cure period will be suspended and must be extended for an additional ninety (90) days if such cure has begun, is being diligently pursued but cannot reasonably be effected within the initial thirty (30) day period. Additional extensions may be granted by mutual agreement.
- 7.2 In addition to objections arising under Section 4.2, or if any state or federal legislative, regulatory, judicial or other legal action (a) materially affects any terms of this Agreement or the ability of Pay Tel to perform any terms of this Agreement, or (b) would make Pay Tel's compliance with its obligations under this Agreement, in Pay Tel's reasonable judgment, no longer economical or feasible, Pay Tel may provide written notice of such facts to Sheriff and the parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event negotiations are not resolved within forty-five (45) days of notice, either party may submit the dispute for resolution pursuant to section 10.6 of this Agreement or alternatively, Pay Tel may terminate this agreement on thirty (30) days' notice to Sheriff.

8.0 SUCCESSORS IN INTEREST

8.1 Customer agrees that Pay Tel shall have the right to assign this Agreement and that Pay Tel shall have the right to grant a security interest in this Agreement and in any of Pay Tel's equipment for use in providing Services. This Agreement shall be binding upon the successors and assignees of both Customer and Pay Tel, including, without limitation, any financial institution providing financial accommodations to Customer or Pay Tel.

9.0 MISCELLANEOUS PROVISIONS

- 9.1 All notices required to be given under this Agreement and the attached exhibits shall be sent to Pay Tel and to Customer addressed as shown on the signature page of this Agreement. Notices shall be sent by certified mail, return receipt requested. The date of receipt shall be deemed to be the date of giving such notice.
- 9.2 This written document, including Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E shall constitute the entire understanding of the parties and all prior agreements and understandings are merged herein. This Agreement shall not be modified, changed or altered in any respect except in writing signed by Customer and Pay Tel.
- 10.3 This Agreement shall be construed in accordance with the laws of the State of North Carolina.
- 10.4 In the event that any paragraph or part of the agreement is held to be void or unenforceable under any law or regulation, all other paragraphs and subparagraphs hereof shall be deemed severable and remain in full force and effect.

- 10.5 The plural number as used herein shall equally include the singular and the masculine, feminine, and neuter genders are interchangeable as required by context.
- Any and all claims or disputes arising out of or relating to this Agreement or the breach thereof shall be decided by binding arbitration in accordance with the commercial rules governing arbitration of the American Arbitration Association. The exclusive venue for such arbitration shall be Greensboro, North Carolina unless otherwise agreed by the parties. At the conclusion of this arbitration, the award may be confirmed and judgment entered by any court having jurisdiction over the parties.

10.0 LIMITATION OF LIABILITY

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, PAY TEL SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF ANY CAUSE OR CIRCUMSTANCE INCLUDING WITHOUT LIMITATION, LOSS OR CORRUPTION OF ELECTRONIC INFORMATION DUE TO BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER FAULT OR CIRCUMSTANCE. FURTHERMORE, PAY TEL'S LIABILITY FOR DIRECT DAMAGES SHALL NOT EXCEED THE AMOUNT OF COMPENSATION OTHERWISE DUE CUSTOMER DURING THE PERIOD IN QUESTION OR THE PRECEDING ONE YEAR PERIOD, WHICHEVER IS SHORTER.

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

ROWAN COUNTY DETENTION CENTER:		PAY TEL COMMUNICATIONS, INC.:			
Ву:		(Seal)	Ву:		(Seal)
	rized Agent for Customer	(Printed)	By:\	incent Townsend	(Printed)
Date:			Date:		
Attest:			Attest:		
Address:	115 West Liberty Street Salisbury, NC 28144		Address:	Post Office Box 8179 Greensboro, NC 27419	
Phone:	704-642-2091		Phone:	866-729-8352	

Account Representative: Megan Hurley

EXHIBIT A

SERVICES & EQUIPMENT

The following equipment and services are provided for use at no cost to Customer in consideration for the exclusive right to provide inmate communications services to the Facility including, but not limited to phone calls, messaging, and visitation throughout the duration of this Agreement.

Services Included:

- CenturionITS™ Inmate calling via phone, tablet or kiosk
 - o Direct Billed Collect
 - Prepaid Collect
 - Debit (and/or Debit Card)
- inteleVISIT™ Video Visitation
- inteleTABLET™ Multifunction Inmate Tablets

Equipment and Service Summary - Exact quantities will be updated following a complete site survey

- Fully Automated Collect, Prepaid Collect and Debit Calling
- 51 Stainless Steel Inmate Telephone Instruments (Standard Wall Mount) 35 Jail, 16 Annex
- 2 Stainless Steel Inmate Telephone Instruments (Hands-Free Wall Mount) 1 Jail, 1 Annex
- 2 Video Relay Service (VRS) Tablet or Kiosk (1 Jail, 1 Annex)
- inteleVISIT™ Video Visitation units (Visitor)
- 68 inteleVISIT™ Video Visitation units (Inmate)
- 325 inteleTABLET™ Devices
- 35 inteleTABLET™ Charging Stations
- ___ Applications on Tablets

 - ✓ Pathway to Achieve Education

 - ✓ Lending Library
 - o <u>✓</u> Law Library
 - <u>✓</u> Pathways to Faith inspirational videos
 - o ___ Commissary Ordering
 - <u>✓</u> Inmate Handbook
 - ✓ Opioid Information
 - <u>✓</u> PREA Information
- Secure Access to ITS from County PCs and/or Laptops
- Sufficient redundant storage capacity to support <u>7</u> years of call detail records, <u>2</u> years of call recordings, <u>2</u> years of messages, and <u>90</u> days of video visits and video messages.

EXHIBIT B

PROPERTY DESCRIPTION

The Premises which is the subject of this Agreement:

Rowan County Detention Center Rowan County Detention Center Annex

EXHIBIT C

RATES & COMPENSATION

Inmate Phone Calls

Call Type	Pay Tel Per Minute Rate	Facility Compensation
Local	\$.15	72%
IntraLATA	\$.15	72%
InterLATA	\$.15	72%
Interstate	\$.15	72%
International 10-Digits – Canada, Puerto Rico, US Virgin Islands, Guam	\$.15	72%
International Mexico	\$.15	72%
International Other	\$.15	72%

^{*}Applicable local, state and federal taxes and mandatory regulatory fees will be applied in addition to the above rate per minute without markup or additive.

Other Services

Service	Rate	Facility Compensation
inteleMESSAGE™	\$.25 per message	20%
inteleVISIT™	\$.30 per minute	20%
InteleTABLET™ Paid Entertainment	\$.03 per minute	20%

EXHIBIT D

SPECIAL CONFIGURATION SETTINGS

Free Calls

Description	Quantity	Duration Limit	
To be determined	To be determined	5 Minutes	

Other

Description	Setting
Default Call Duration Limit	15 Minutes
Default Phone Operating Hours	To be determined

EXHIBIT E

SERVICE COMMITMENT

Pay Tel will use its best efforts to satisfy its customer and will operate generally in accordance with the following:

Local Representation

All local technicians utilized for this project will be trained by Pay Tel and certified to perform all potential repairs associated with the proposed inmate telephone service.

On-Site Inventory of Spare Equipment

Pay Tel will provide and maintain on-site inventory of spare components to minimize the time to repair. Where possible, rack mounted spares will be pre-installed and ready to be swapped in the event of component failure.

Service Response Commitment

PAY TEL SERVICE ACTION LEVELS ROUTINE TELEPHONE INSTRUMENT REPAIR COMMITMENT

Level	Definition	Commitment**
Minor Telephone Repair	Less than 20% of the phones in any given living unit or pod are in need of repair	Repair to be performed within three (3) business days.
Major Telephone Repair	20% or more of the phones in any given living unit or pod are in need of repair	Repair to be performed during special scheduled visit as requested by Facility point-of-contact.

^{**} Pay Tel reserves the option to combine specially scheduled Telephone Repair visits with upcoming preventative maintenance activity planned for later the same month.

OPERATIONS CENTER PREVENTATIVE MAINTENANCE COMMITMENT

Routine Maintenance is the proactive work to address service enhancements, architecture modifications, infrastructure upgrades, and equipment replacement or reconfiguration.

Pay Tel will make every attempt to perform server maintenance at Pay Tel's corporate data center and disaster recovery site during our normal maintenance window of 1am thru 6am EST. If server maintenance will result in system downtime, facilities will be notified via a bulletin on the Administrator interface with a minimum of 24 hours notice under normal circumstances.

Pay Tel's Inmate Telephone Service System (ITS) has been designed to minimize service interruption and ensure a carrier class level of uptime. Through the use of 24/7 monitoring of all critical systems to the utilization of redundant equipment at every layer Pay Tel strives to provide a 99.999% service level to all of our customers.

Pay Tel commits to a proactive approach to service and support, including preventative maintenance (as further described in the table below) and routine repairs of phone instruments. If a service call is initiated prior to a scheduled site visit, the local technician may opt to perform preventative maintenance while on site following the repair activity.

ON-SITE PREVENTATIVE MAINTENANCE COMMITMENT

Item	Description	Commitment
Preventative	Pay Tel will schedule a Preventative Maintenance (PM) Visit	Scheduled PM Visit
Maintenance	to the Site a minimum of once per quarter to complete any	(minimum) once
	open phone repairs and to inspect inmate telephones and	per quarter
	related equipment as outlined in Pay Tel's Preventative	
	Maintenance Checklist.	

^{*} Pay Tel is not liable for penalties if preventative maintenance visit is cancelled or rescheduled by the Facility.

The following chart outlines the three Service Level Agreements for System Service Outages.

Preventative Maintenance and Routine Phone Repair Commitments are addressed on the previous page.

PAY TEL SERVICE ACTION LEVELS for ITS SYSTEM SERVICE OUTAGE

				Notification
<u>Level</u>	<u>Definition</u>	<u>Time-Line</u>	<u>Commitment</u>	<u>Intervals</u>
ALL	ALL Issues	<15 Minutes	Initial Response: to generate trouble ticket	
			Assess Issue & Assign Severity Level	
1 – Minor	Less than 10% of the system is not responding	< 2 Hours	Follow-up Response: Diagnose problem, determine course of action and engage necessary resources	2 Hours 6 Hours 12 Hours
		No Later than Next Business Day No Later than Next Business Day	On-site Commitment (when needed) Corrective Action Expectation	Next Business Day
2 – Serious	Between 10% and 25% of the system is not responding	< 1 Hour	Follow up Response: Diagnose problem, determine course of action and engage necessary resources On-site Commitment (when needed)	30 Minutes, 2 Hours 4 Hours 12 Hours
		<12 Hours	Corrective Action Expectation	
		<1 week	Post-event Report & action plan to avoid future issues of this kind (if applicable)	
3 - Major	Over 25% of the system is not responding	< 30 Minutes	Follow up Response: Diagnose problem, determine course of action and engage necessary resources On-site Commitment (when	30 Minutes 45 Minutes 2 Hours 4 Hours
		.4.11	needed)	
		<4 Hours	Corrective Action Expectation	
		<1 week	Post-event Report & action plan to avoid future issues of this kind (if applicable)	

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Kelly Natoli, Assistant County Manager/HR Director

DATE: 06-10-22

SUBJECT: Contracts for Liability and Property Pool and Workers' Compensation Pool

Please see the attached contracts for the FY 2023 Liability and Property Pool and Workers' Compensation Pool. These Risk Management Pools are administered through the North Carolina Association of County Commissioners (NCACC). The cost to participate in the Liability and Property Pool is approximately \$481,000 (\$651,109 less deductible options, longevity credit and multi-pool discounts). The cost to participate in the Workers' Compensation Pool is \$162,783.

:Please approve the attached contracts.

ATTACHMENTS:

Description Upload Date Type

Contracts 6/10/2022 Backup Material



County:	Rowan County				_
RENEWAL ESTIMATI	∃ JULY	1, 2022 TO	JULY 1, 2023	Date of Quote	6/8/2022
Coverage	Contract Limit	Deductible	Renewal Expo	sure	Contributio
Property	Insured Values	\$1,000	Total Property Values	\$198,476,890	104,256
Named Storm		\$1,000			
		\$1,000	Total Inland Marine Values	\$14,344,710	7,535
Flood, NFIP		\$500,000			ļ
Flood/Earthquake		\$25,000	1	Total	\$111.791
General Liability	\$2,000,000	\$0	Population	147,281	42,705
			Number of EMTs	63	2,474
				Total	\$45,179
Automobile Liability	\$2,000,000	\$0	Total # of Vehicles (Liability)	379	114,713
Excess Auto Liability					0
Physical Damage	Actual Cash Value	\$1,000	Total # of Vehicles (PD)	189	29,357
Replacement Cost	\$1,034,656		Value of Selected Veh.	\$1,034,656	\$7,562
				Total	\$151,632
Crime	\$250,000	\$1,000	Money on Premises	1	\$968
			Great than \$250,000	0	\$0
				Total	\$968
Public Officials Liability	\$2,000,000 per claim	\$5,000 per claim	Population	147,281	48,933
	\$6,000,000				
	annual aggregate			Total	\$48,933
Law Enforcement Liability	\$2,000,000	\$5,000	Class A Employees	302	181,494
	per occurrence		Class B Employees	136	45,859
	\$6.000,000		Class C Employees	84	9,656
	aggregate			Total	\$237,009
Employment Practices Liability	\$2,000,000 per claim	\$5,000 per claim	Population	147,281	39,597
	\$6,000,000				
	\$6,000,000 per aggregate			-	540 FOW
Employee Benefits	\$2,000,000	\$5,000		Total	\$39,597
Liability	\$210001000	40,000		Total	Indicated
Environmental Impalment	\$250,000	\$0		Total	Included
Liability	aggregate	+0		Total	included
Privacy or Security Event Liability	\$1,000,000 \$10,000,000 Pool	\$5,000	Population .		
,	Aggregate			Total	\$10,000
			Annual Estimated Contribu	rtion	\$645,100

Please return this document with your signed proposal.

2022 PROPERTY SUBLIMITS

	ZUZZ PROPERTT 3	ODLINI 12		
\$5,000,000	ACCOUNTS RECEIVABLE			
\$4,000,000	AUTOMATIC COVERAGE			
\$2,500,000	INCREASED COST OF CONSTRUCTION			
\$250,000	COST OF EXTINGUISHING LANDFILL FIRES			
\$100,000	CONTINGENT TAX REVENUE INTERRUPTION	DN		
\$250,000	CONTINGENT BUSINESS INTERRUPTION/C	ONTINGENT EXTRA EXPENSE		
\$2,500,000	DEBRIS REMOVAL (LESSOR OF 25% OF PR	OPERTY DAMAGE LOSS OR THE LIMIT SHOWN)		
.				
\$500,000	DECONTAMINATION COSTS			
\$100,000	DEFERRED PAYMENTS			
\$10,000,000		EARTHQUAKE – SUBJECT TO A \$10,000,000 ANNUAL AGGREGATE		
\$2,500,000	ELECTRONIC DATA AND MEDIA			
\$50,000,000	EQUIPMENT BREAKDOWN, INCLUDING:			
	SPOILAGE	\$500,000		
	SERVICE INTERRUPTION	\$2,500,000		
	BUSINESS INTERRUPTION	\$25,000,000		
	GROSS EARNINGS AND EXTRA EXPENSE	\$1,000,000		
	EXPEDITING EXPENSE	\$500,000		
	HAZARDOUS SUBSTANCE	\$1,000,000		
	AMMONIA CONTAMINATION	\$500,000		
	ELECTRONIC DATA & MEDIA	\$1,000,000		
	CFC REFRIGERANTS	\$100,000		
	COMPUTER EQUIPMENT	\$25,000,000		
\$2,500,000	ERRORS AND OMISSIONS			
\$250,000	EVACUATION EXPENSE			
\$1,000,000	EXPEDITING EXPENSE			
\$2,500,000	EXTRA EXPENSE			
\$1,000,000	EXTENDED PERIOD OF INDEMNITY (LESSEI CONSECUTIVE DAYS OR LIMIT SHOWN)	R OF ACTUAL LOSS SUSTAINED FOR 180		
\$1,000,000	UNSCHEDULED FINE ARTS - SUBJECT TO A	MAXIMUM OF \$250,000 PER ITEM		
\$10,000,000	FLOOD - SUBJECT TO A \$10,000,000 ANNU	JAL AGGREGATE		
\$1,000,000	FLOOD – SUBJECT TO A \$1,000,000 ANNUAL AGGREGATE AS RESPECTS LOCATIONS SITUATED WHOLLY OR PARTIALLY WITHIN SPECIAL HAZARD ZONES FOR FLOOD			

\$2,500,000	GROSS EARNINGS AND EXTRA EXPENSE COMBINED
\$2,500,000	INTERRUPTION BY CIVIL AUTHORITY
\$100,000	LAW ENFORCEMENT ANIMAL MORTALITY
\$2,500,000	LEASEHOLD INTEREST
\$2,500,000	MISCELLANEOUS UNNAMED PROPERTY
\$250,000	MOBILE MEDICAL EQUIPMENT
\$60,000,000	NAMED STORM – TIER 1 AND TIER 2 ONLY
\$250,000	FIBER OPTICS DISTRIBUTION LINES LOCATED MORE THAN 1,000 FEET FROM A COVERED LOCATION
\$10,000	PERSONAL PROPERTY OF OFFICERS AND EMPLOYEES OF THE PARTICIPANT
\$100,000	PROFESSIONAL FEES
\$2,500,000	PROPERTY IN COURSE OF CONSTRUCTION AND SOFT COSTS - ANY ONE COVERED PROPERTY
\$100,000	LAND AND WASTE CONTAMINANT OR POLLUTANT CLEANUP. REMOVAL AND DISPOSAL SUBJECT TO A \$500,000 ANNUAL AGGREGATE
\$2,500,000	SERVICE INTERRUPTION - PROPERTY DAMAGE AND TIME ELEMENT COMBINED
\$2,500,000	TRANSIT PROPERTY DAMAGE AND TIME ELEMENT COMBINED - PER CONVEYANCE
\$2,500,000	VALUABLE PAPERS & RECORDS & EDP MEDIA
\$2,500,000	INGRESS/EGRESS
\$100,000	LANDSCAPING, SUBJECT TO \$15,000 ANY ONE SHRUB OR TREE, CAUSED BY OR RESULTING FROM A COVERED PERIL
\$150,000	ANY ONE WATERCRAFT, \$1,500,000 ANY ONE OCCURRENCE FOR WATERCRAFT 27 FEET OR LESS IN LENGTH;
\$15,000	PIERS, DOCKS, PILINGS, BULKHEADS, AND WHARVES: ANY UNSCHEDULED LOCATION; \$100,000 MAXIMUM ANY ONE SCHEDULED LOCATION; \$250,000 ANY ONE OCCURRENCE
\$250,000	UNSCHEDULED TUNNELS, BRIDGES, AND DAMS (EXCLUDING COVERAGE FOR THE PERILS OF EARTHQUAKE, FLOOD AND NAMED STORM)
\$10,000	UNSCHEDULED UNMANNED AIRCRAFT/UNMANNED AIRCRAFT SYSTEM - SUBJECT TO A \$50,000 ANNUAL AGGREGATE
\$100,000	UPGRADE TO GREEN



Payment Plan Available: Liability & Property Pool Quoted on: 6/8/2022 **Rowan County** County or Entity: **Annual Payment Plan:** \$645,109 We appreciate your participation. To insure effective, efficient operation of your Pool we must receive payment in full no later than August 1st. A two percent late payment fee will be assessed on all amounts received after that date. I understand that changes made to the exposures subsequent to submission of the renewal application may result in changes to the Estimated Contribution: Accepted by: Signature Printed Name **Print Title** Date This instrument has been pre-audited in the manner required by the Government Budget and Fiscal Control Act. Financial Officer: Signature Date

Please sign and return the accepted proposal by June 15th, 2022.

NCACC



County or Entity: Rowan County

INCENTIVE ELIGIBILITY

Multi-Pool Incentives can be earned by participating in both Pools. You are rewarded for your participation in our Workers Compensation and Liability & Property Pools with an incentive.

For questions regarding the Longevity Credit, please contact your underwriter.

Participation In Multiple Pools

\$31,150

Longevity Credit

Percentage of Final Signed Contribution (WC & L&P)

1.0%

The contributions are established on the basis that the member remains in both pools. Should the member elect not to renew with both pools then the NCACC Risk Pools reserve the right to adjust the proposal pricing on the basis of single pool membership.

Please return this document with your signed proposal.

NCACC 6/8/2022



Second county or Entity: Rowan County of Estimate Second county or Entity: Rowan County of Estimate Second county of Estimate Seco	Stimate	### ### ##############################	\$5,000 \$5,000 \$11,885 \$377 \$5,828	\$18,766 \$663 \$67,274		\$36,281	\$40,660	\$100,000
Second S	## Short	\$2,500 \$2,500 \$5,943 \$181 \$4,608 \$4,608	\$5,000 \$11,885 \$377 \$5,828	\$18,766 \$663 \$7,274	\$28,000 \$1,236 \$9,985	\$36,281	\$40,660	\$100,000
\$500 \$1,000 \$2,500 \$1000 \$10,000 \$25,000 \$75,0	### \$500 \$1,0 PRTY	\$5,943 \$5,943 \$181 \$4,608	\$5,000	\$18,766 \$663 \$7,274	\$28,670	\$36,281	\$40,660	\$100,000
PRTY ST ST ST ST ST ST ST	MARINE MARINE AL LIABILITY \$2,033 \$3,2 IABILITY \$3,097 \$5,3	\$5,943 \$181 \$4,608	\$11,885	\$18,766 \$663 \$7,274	\$1,236	\$36,281	\$40,660	966 675
MARINE	MARINE MARINE AL LIABILITY S2,033 \$3,2 IABILITY S3,097 S5,3	\$5,943 \$181 \$4,608	\$11,885	\$18,766 \$663 \$7,274	\$28,670	\$1,839	\$40,660	\$43 996
MARINE	MARINE AL LIABILITY \$2,033 \$3,2 IABILITY \$3,097 \$5,3 PHYSICAL DAMAGE	\$181	\$5,828	\$663	\$1,236	\$1,839	\$2,336	-
MARINE	MARINE AL LIABILITY \$2,033 \$3,2 IABILITY \$3,097 \$5,3 PHYSICAL DAMAGE	\$181	\$5,828	\$663	\$1,236	\$1,839	\$2,336	
CAL LIABILITY \$2,033 \$3,298 \$4,608 \$5,828 \$7,274 \$9,985 \$12,469 \$14,457 \$9 LIABILITY \$3,097 \$5,392 \$9,751 \$13,880 \$19,157 \$26,958 \$32,693 \$36,593 \$31,093 <td>AL LIABILITY \$2,033 \$3,2 JABILITY \$3,097 \$5,3 PHYSICAL DAMAGE</td> <td>\$4,608</td> <td>\$5,828</td> <td>\$7,274</td> <td>\$9,985</td> <td>\$12.469</td> <td></td> <td>\$2,698</td>	AL LIABILITY \$2,033 \$3,2 JABILITY \$3,097 \$5,3 PHYSICAL DAMAGE	\$4,608	\$5,828	\$7,274	\$9,985	\$12.469		\$2,698
CAL LIABILITY \$2,033 \$3,288 \$4,608 \$5,828 \$7,274 \$9,985 \$12,469 \$14,457 \$3,097 \$3,097 \$5,382 \$9,751 \$13,880 \$19,157 \$26,958 \$32,693 \$36,593 \$312,086 \$36,593 \$312,086	AL LIABILITY \$2,033 \$3,2 JABILITY \$3,097 \$5,3 PHYSICAL DAMAGE	\$4,608	\$5,828	\$7,274	\$9,985	\$12.469		
HYSICAL DAMAGE \$3,097 \$5,392 \$9,751 \$13,880 \$19,157 \$26,958 \$32,693 \$36,593 \$3 PHYSICAL DAMAGE \$0 \$4,257 \$7,897 \$11,214 \$13,680 \$14,679 \$15,178 \$3 OFFICIALS LIAB. \$0 \$0 \$0 \$1,908 \$5,676 \$9,591 \$12,086 \$3 NFORCEMENT LIAB. \$0 \$0 \$0 \$1,109 \$35,24 \$6,454 \$58,541 \$3 NAMENT PRACTICES LIAB. \$0 \$0 \$0 \$1,109 \$35,24 \$6,098 \$7,682 \$7,682	-IABILITY \$3,097 \$5,3	\$9,751	643 000				\$14,457	\$16.174
HYSICAL DAMAGE \$3,097 (\$5,392) \$9,751 \$13,880 \$19,157 \$26,958 \$32,693 \$36,593 \$3 PHYSICAL DAMAGE \$0 \$4,257 \$7,897 \$11,214 \$13,680 \$14,679 \$15,178 \$3 OFFICIALS LIAB. \$0 \$0 \$0 \$1,908 \$5,676 \$9,591 \$12,086 \$3 NFORCEMENT LIAB. \$0 \$0 \$0 \$1,908 \$35,7493 \$46,454 \$58,541 \$3 NMENT PRACTICES LIAB. \$0 \$0 \$0 \$1,109 \$35,524 \$56,098 \$7,682 \$7,682 \$7	-IABILITY \$3,097 \$5,3	\$9,751	C42 DD0					
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PHYSICAL DAMAGE \$14,679 \$11,214 \$13,680 \$14,679 \$15,178 \$1 \$10,010 \$10	PHYSICAL DAMAGE							
OFFICIALS LIAB.		\$4,257	\$7,897	\$11,214	\$13,680	\$14,679	\$15.178	\$15.383
OFFICIALS LIAB.	RIWE							
\$0 \$0 \$1,908 \$5,676 \$9,591 \$12,086 \$ \$0 \$0 \$0 \$0,243 \$27,493 \$46,454 \$58,541 \$ \$0 \$0 \$1,109 \$3,524 \$6,098 \$7,682 \$		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				The second		
\$0 \$0 \$1,908 \$5,676 \$9,591 \$12,086 \$1,908								
\$0 \$0 \$0,243 \$27,493 \$46,454 \$58,541 \$6,243 \$0 \$0 \$1,109 \$3,524 \$6,098 \$7,682		\$0	\$0	\$1,908	\$5,676	\$9,591	\$12,086	\$13.652
\$0 \$0 \$9,243 \$27,493 \$46,454 \$58,541 (\$0 \$0 \$1,109 \$3,524 \$6,098 \$7,682 \$7,682			:					N
\$0 \$0 \$1.109 \$3.524 \$6.098 \$7.682		\$0	\$0	\$9,243	\$27,493	\$46,454	\$58,541	\$66,126
\$0 \$0 \$1.109 \$3.524 \$6.098 \$7.682								
		\$0	0\$	\$1,109	\$3,524	\$6,098	\$7,682	\$8,989

Please return this document with your signed proposal.

\$134,050 Reduction to premium as guoted

6/8/2022



Please return this form with your confirmation indicating your deductible choices. If we do not receive the completed form, we will process your renewal using the standard deductibles (shown in bold, italics type).

Rowan County

7		1	7 July 1987 of Barrier Williams	1, 2022 to JULY 1, 2023
	19	THE RESIDENCE OF THE PARTY OF T	X	DEDUCTIBLE
	Company of the Company of the Assessment Company of the Company of	Inland Marine		\$1,000
				\$2,500
				\$5,000
				\$10,000
\geq	1			\$25,000
	A CAND COMPANY OF THE PARTY OF			\$50,000
				\$75,000
	\$100,000			\$100,000
	Your proposal inclu	des the standard deductible for	wind cover	rage for all
	property exposures	. To accept a 2% wind deductil	ble for the s	savings
	shown in your prop	osal, check the block at the left.		
	\$1,000	General Liability		\$0
				\$500
		Ü		\$1,000
				\$2,500
				\$5,000
		,		\$10,000
		3		\$25,000
		· ·		\$50,000
	\$0	Auto Phy. Damage		\$1,000
	\$500			\$2,500
X	\$1,000			\$5,000
	\$2,500			\$10,000
	\$5,000			\$25,000
	\$10,000			\$50,000
	\$25,000			\$75,000
	Age for post of the first of the second			\$100,000
		Public Officials		\$5,000
				\$10,000
				\$25,000
	\$50,000			\$50,000
	,			AND THE RESERVE OF THE PARTY OF
	\$75,000		U	\$75 000
$\overline{\mathbb{Z}}$	\$75,000 \$100,000			
×	\$100,000	Boiler and Machinery Co.	verage	\$75,000 \$100,000
×	\$100,000 \$5,000	Boiler and Machinery Co. * The deductible for Boiler		\$100,000
X	\$100,000 \$5,000 \$10,000	* The deductible for Boiler	and Mach	\$100,000 inery is \$1,000 for
X	\$100,000 \$5,000 \$10,000 \$25,000	* The deductible for Boiler Direct Damage and 24 hour	and Mach	\$100,000 inery is \$1,000 for ect Damage at the
	\$100,000 \$5,000 \$10,000 \$25,000 \$50,000	* The deductible for Boiler	and Mach	\$100,000 inery is \$1,000 for ect Damage at the
	×	X DEDUCTIBLE \$1,000 \$2,500 \$5,000 \$10,000 \$25,000 \$75,000 \$100,000 Your proposal incluproperty exposures shown in your proposal shown i	X DEDUCTIBLE COVERAGE \$1,000	X DEDUCTIBLE COVERAGE X \$1,000 Inland Marine \$2,500 \$5,000 \$10,000 \$25,000 \$75,000 \$100,000 \$75,000 \$100,000 \$7000 \$100,000 \$100,000 \$100,000 \$100,000 \$100,000 \$100,000 \$100,000 \$100,000 \$100,000 \$10,000

Please return this document with your signed proposal.

NCACC 6/8/2022



JULY 1, 2022 to JULY 1, 2023

Quoted o	n'	06/07/22
Quoteu o	71.1.	JUIUTIZZ

EXCESS PRIVACY OR SECURITY EVENT LIABILITY SECTION A(1)

Member: Rowan County

Retroactive Date: 07/01/19

INCREASED LIMIT		ANNUAL CONTRIBUTION	SELECT LIMIT (X)
DECLINE EXCESS LIMITS			
\$1,000,000 excess of \$1,000,0	00 underlying	\$3,000	
\$2,000,000 excess of \$1,000,0	00 underlying	\$6,000	\square
\$3,000,000 excess of \$1,000,0	00 underlying	\$9,000	
\$4,000,000 excess of \$1,000,0	00 underlying	\$12,000	
To purchase or decline Excess filmit you desire and return a sign Accepted by:			the box of the
Signature			
Printed Name			
Print Title			
Date			
This instrument has been pre-au Fiscal Control Act.	idited in the manner i	required by the Governme	nt Budget and
Financial Officer:			
Signature			
Date			



NCACC Risk Management Pools Workers Compensation

NCACC Risk Management Pools Workers' Compensation 7/1/2022 to 7/1/2023

Rowan County

PROPOSAL FOR \$500,000 DEDUCTIBLE OPTION

ESTIMATED PAYROLL	\$45,579,783
MANUAL CONTRIBUTION	\$1,223,443
MODIFIED CONTRIBUTION	\$602,899
ESTIMATED CONTRIBUTION	\$602,899
Deductible Option	\$500,000
Deductible Factor (No Aggregate)	0.27
Deductible Contribution (No Aggregate)	\$162,783
(Member Contribution multiplied by Deductible Factor)	
Expected Losses	\$443,131
Expected Losses Limited to Deductible	\$334,564
Expected Total Cost for \$500,000 Deductible (No Aggregate)	\$497,347
(Deductible Contribution plus Expected Losses within the Deductible)	*,*
Aggregate Retention	
(In addition to excess insurance, which provides coverage for a single claim in excess of	
your retention, we limit the total amount you will pay for claims in any one fund year. This represents your maximum claims cost for the Fund Year.)	
, -,, -,, -,, -,, -,	
Aggregate Percentage of Expected Losses	0%
Aggregate Retention	\$0
	40
Aggregate Contribution Factor	o
Additional Contribution for Aggregate	\$0
Expected Total Cost for \$500,000 Deductible with Aggregate	\$162,783
(Expected Total Cost for Deductible plus Additional Contribution for Aggregate)	\$ 10Z,1 00
Estimated Total Contribution for Deductible and Aggregate	6460 700
Estimated Total Communition for Deductible and Aggregate	\$162,783

Please bind the \$500,000 Deductible Option for the 7/1/2022 to 7/1/2023 Fund Year.

We appreciate your participation. To insure effective, efficient operation of your Pool we must receive payment in full no later than August 1st. <u>A two percent late payment fee will be assessed on all amounts received after that date.</u>

signed:	
Title:	Date:
This instrument has been preaudited in the manner required by Control Act.	the Local Government Budget and Fiscal
Financial Officer	Date

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Allen Cress DATE: 6/10/2022

SUBJECT: Fireworks Display; Bible Missionary Church

Fire works display for Bible Missionary Church

Approve request

ATTACHMENTS:

Description	Upload Date	Туре
Bible Missionary Church Permit	6/10/2022	Cover Memo
Memo BOC Church Fireworks Display	6/10/2022	Cover Memo

Hale Artificier, Inc.

Fireworks and Pyrotechnics

Bible Missionary Baptist Church

July 9, 2022 Materials List:

All low level multi shot devices and small aerial shells not to exceed

1.75" Diameter

1.4g Materials

48 - 1.75" Shells

- 4 25 shot Whistling Dixie
 - 2 12 shot Super Stunt
- 2 25 shot Brocade Crown Red Glitter
 - 2 36 shot Neon Blast
 - 2-16 shot Super Kung Fu
 - 2 25 shot Triple Threat
 - 2 19 shot JW61 Assorted Peony
 - 2 9 shot Premium Lemon
 - 2 9 shot Premium Green

1.3g Materials

- 2 49 shot Fast Crackling Mines to Crackling
 - 2 100 shot Thunder King w/R/W/B Tail
- 2 49 shot Purple Chrysanthemum w/Purple Tail
 - 2 Quick Spring Salute
 - 2 1.5" X 50 shot Mix Box Flowers
 - 1 100 shot Red Comet
 - 1 210 shot Pink Comet
 - 2 100 shot Colorful World
- 2 49 shot Assorted Peony, Dahlia, Crackling and Brocade

Due to availability, some materials may be substituted with items of similar size and value.

		CERTIFIC	CATE OF	INSURANCE	ISSUE DA	ATE 06-02-2022
PROD	UCER		NO RIGHTS	UPON THE CERTIFICATE	MATTER OF INFORMATION OF HOLDER, THIS CERTIFICATE	E DOES NOT AMEND,
DIVIS	FESSIONAL PROGRAM INSUF BION OF SPG INSURANCE SO		EXTEND OF		E AFFORDED BY THE POLICIE B) AFFORDING COVERA	
	SOUTHPOINT BLVD., #101 ALUMA CA, 94954		INSURER	A:	s at Lloyd's, London	
INSUF	RED		INSURER		s at Lioyd's, London	
	Artificier, Inc		INSURER	C·		
	New Bowers Rd. gton, NC 27292		INSURER			
	- 1 - 2		INSURER	.		
THIS FOR DOCL	RAGES IS TO CERTIFY THAT THE PO THE PERIOD INDICATED. NO JMENT WITH RESPECT TO W POLICIES DESCRIBED HEREI	TWITHSTANDING ANY HICH THIS CERTIFICA	REQUIREMENT ATE MAY BE IS	NT, TERM OR COND SSUED OR MAY PER	DITION OF ANY CONTRA RTAIN, THE INSURANCE	ACT OR OTHER AFFORDED BY
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ı	LIMITS
	GENERAL LIABILITY	DV/22 0065	04/28/2022	04/20/2022	EACH ACCIDENT	\$ 2,000,000
Α	CLAIMS MADE	PY/22-0065	04/28/2022	04/28/2023	MEDICAL EXP (Any one person)	\$
					FIRE LEGAL LIABILITY	\$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY				GENERAL AGGREGATE	\$ 2,000,000
	74 1 2120 1 210 1				PRODUCTS-COMP/OPS AG	GG \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO ANY OWNED AUTOS				BODILY INJURY (Per person)	\$
	SCHEDULED AUTOS HIRED AUTOS				BODILY INJURY (Per accident)	\$
	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	EXCESS LIABILITY FOLLOWING FORM				EACH ACCIDENT	\$
					AGGREGATE	\$
	WORKERS COMPENSATION AND					ГН- R \$
	EMPLOYERS' LIABILITY				E.L.EACH ACCIDENT E.L. DISEASE-EA EMPLOYE	\$ E \$
					E.L DISEASE-POLICY LIMIT	
	OTHER					
DESC	RIPTION OF OPERATIONS/LOCA	TIONS/VEHICLES/EXCL	USIONS ADDED	BY ENDORSEMENT/S	SPECIAL PROVISIONS	
Bible I	Missionary Baptist Church; Rowan (nary Baptist Church, Rockwell, NC. llation applies.	County are Additional Insu	red as respects th	ne Class C Aerial Firewo	orks display(s) on 07/09/2022	
Bible I	IFICATE HOLDER Missionary Baptist Church Old Concord Road vell NC 28138		EXPIRATION DAYS WRITTE FAILURE TO N KIND UPON TH	OF THE ABOVE DESCRIE DATE THEREOF, THE ISSI IN NOTICE TO THE CERTI MAIL SUCH NOTICE SHAL HE INSURER, ITS AGENTS	BED POLICIES BE CANCELLEI UING COMPANY WILL ENDEA IFICATE HOLDER NAMED TO L IMPOSE NO OBLIGATION O S OR REPRESENTATIVES.	VOR TO MAIL THE LEFT, BUT
			AUTHORIZED	REPRESENTATIVE	Susan Ette	
					Justine Ct W	



DATE (MM/DD/YYYY) 06/02/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	SUBROGATION IS WAIVED, subject to nis certificate does not confer rights to t						may require	an endorsement. A state	ement	on
	DUCER				CONTA NAME:	· ,	th			
Μοι	untcastle Insurance				PHONE (A/C, No	(336) 24	19-4951	FAX		
P.O	. Box 1937				E-MAIL	ocmith@n	nountcastleins	(A/C, No):		
					ADDRE		CUDED/C) AEEOE	DINC COVERAGE		NAIC #
Lex	ington			NC 27293-1937	INSURE	DW D-	nn. Natl Mutua	al Cas Ins Co.		NAIC#
INSU	JRED				INSURE	RB:				
	Hale Artificier, Inc				INSURE	R C :				
	545 New Bowers Rd.				INSURE	RD:				
					INSURE	RE:				
	Lexington			NC 27292	INSURE	RF:				
CO	VERAGES CERT	IFIC	ATE I	NUMBER: CL224260804	3			REVISION NUMBER:		
IN CI EX	HIS IS TO CERTIFY THAT THE POLICIES OF IN IDICATED. NOTWITHSTANDING ANY REQUIR ERTIFICATE MAY BE ISSUED OR MAY PERTAIN XCLUSIONS AND CONDITIONS OF SUCH POL	REME IN, TH LICIES	NT, TE HE INS S. LIM	ERM OR CONDITION OF ANY (SURANCE AFFORDED BY THE	CONTRA E POLIC	ACT OR OTHER IES DESCRIBEI CED BY PAID CL	DOCUMENT \ DHEREIN IS S AIMS.	WITH RESPECT TO WHICH T	HIS	
INSR LTR	TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	CLAIMS-MADE OCCUR							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
	CLAIIVIS-IVIADE CCCOR							MED EXP (Any one person)	\$	
									\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$	
	PRO-							GENERAL AGGREGATE	\$	
	POLICY JECT LOC OTHER:							PRODUCTS - COMP/OP AGG	\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	\$ 5,00	00,000
	ANY AUTO							(Ea accident) BODILY INJURY (Per person)	\$	
Α	OWNED SCHEDULED			AU9 0607811		09/23/2021	09/23/2022	BODILY INJURY (Per accident)	\$	
	AUTOS ONLY HIRED NON-OWNED NOTOS ONLY							PROPERTY DAMAGE	\$	
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$							NOOKEONIE	\$	
	WORKERS COMPENSATION							PER OTH- STATUTE ER	<u> </u>	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
									,	
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES	S (AC	ORD 1	01, Additional Remarks Schedule,	may be a	ttached if more sp	pace is required)		•	
_	ent date: 07/09/2022 n date: TBD									
CE	RTIFICATE HOLDER				CANO	ELLATION				
CEI	MILITARIE HOLDEN				CANC	LLLATION				
	Bible Missionary Baptist Church 11360 Old Concord Rd				ACC		ATE THEREO	SCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIVER Y PROVISIONS.		D BEFORE
					AUINU	MIZED NEFRESEN				
	Rockwell			NC 28138				IN W. Call		



DATE (MM/DD/YYYY)
06/02/2022

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

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

				、 ,					
PRO	DDUCER				CONTA NAME:				
	Mountcastle Insurance				DI 1011)234-4420	FAX (A/C, No): (877)2	234-4421
l .	307 W Center St Lexington, NC 27293				E-MAIL		,	(A/C, NO). (7 / 7 -	
	Lexington, NC 27293				PRODU				
		(336	5)249-4951		MER ID#			
							()	RDING COVERAGE	NAIC #
INS	URED						nental Inc	demnity Co.	28258
:	Hale Artificier, Inc.				INSUR				
	545 New Bowers Rd			-	INSUR				
	Lexington, NC 27292-7058				INSUR				
		C	TL	1273 1703195	INSUR				
	VERAGES CER	TIEI	^ ATE	NUMBER:	INSUR	ER F:	DEV	VISION NUMBER:	
	HIS IS TO CERTIFY THAT THE POLICIE				/E BEE	N ISSUED TO			HE POLICY PERIOD
١N	IDICATED. NOTWITHSTANDING ANY F	REQL	JIREN	MENT, TERM OR CONDITION	OF AN	IY CONTRAC	T OR OTHER	DOCUMENT WITH RESPE	ECT TO WHICH THIS
	ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SU								TO ALL THE TERMS,
INSR LTR		ADDL	SUBI	R		POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMI	ITE
LIK	GENERAL LIABILITY			TOLIOT NOMBER		(MINI/DD/1111)	(MIMI/DD/11111)	EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY			1				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	CLAIMS MADE OCCUR							MED EXP (any one person)	\$
								PERSONAL & ADV INJURY	\$
								GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$
	POLICY PRO- JECT LOC								\$
	ANY AUTO							COMBINED SINGLE LIMIT (Ea accident)	\$
	ALL OWNED AUTOS		<u> </u>					BODILY INJURY (Per person)	\$
	SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$
	HIRED AUTOS							PROPERTY DAMAGE	
	NON-OWNED AUTOS							(Per accident)	\$
	Not owned here								\$
	UMBRELLA LIAB OCCUR							FACIL COOLIDDENICE	\$
	EXCESS LIAB CLAIMS MADE							AGGREGATE	\$
	DEDUCTIBLE							//OGILEO/IIE	\$
	RETENTION \$								\$
	WORKERS COMPENSATION							X WC STATU- OTH-	•
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	N.,,		46-879245-01-	0.0	12/01/2021	12/01/2022	E.L. EACH ACCIDENT	\$ 1,000,000
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	<u> </u>	40-0/9245-01-	υy	TZ/01/2021	12/01/2022	E.L. DISEASE - EA EMPLOYEE	
	If yes, describe under SPECIAL PROVISIONS below								
	SPECIAL PROVISIONS BEIOW		1	<u> </u>				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
DE	SCRIPTION OF OPERATIONS / LOCATIONS / VEH	ICLES	(Atta	ch Acord 101, Additional Remarks Sc	hedule, i	f more space is r	equired)		
CE	RTIFICATE HOLDER				CAN	CELLATION			
					01101		THE ADOME	DE00DIDED DOL 10150 D	E OANOELLED
	Bible Missionary Baptist C	hur	ch				_	DESCRIBED POLICIES B TE THEREOF. NOTICE WII	-
	11360 Old Concord Rd						_	POLICY PROVISIONS.	
	Rockwell, NC 28138								
					AUTHO	RIZED REPRES	ENTATIVE ,	-11 S	1000002116



DATE (MM/DD/YYYY) 06/03/2020

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

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	SUBROGATION IS WAIVED, subject to is certificate does not confer rights to						may require	an endorsement. A state	ement o	on
	DUCER				CONTAC NAME:	. , ,	icutt			
Mou	intcastle Insurance				PHONE (A/C, No	(336) 24	19-4951	FAX (A/C No.)		
	Box 1937				E-MAIL ADDRES	heallicutt@	mountcastleir	(A/C, No):		
						INS	SURER(S) AFFOR	DING COVERAGE		NAIC#
Lex	ngton			NC 27293-1937	INSURE	NA.	Fire & Marine			
INSU	RED				INSURE	RB: RWI-Pe	nn. Natl Mutua	al Cas Ins Co.		
	Hale Artificier, Inc				INSURE	RC:				
	545 New Bowers Rd.				INSURE	RD:				
					INSURE	RE:				
	Lexington	TIFIC	ATE	NC 27292 NUMBER: CL204905073	INSURE	RF:		DEVICION NUMBER		
_	VERAGES CERTIFY THAT THE POLICIES OF			TOMBEIT		TO THE INCHE		REVISION NUMBER:	IOD	
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Dat	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL DE: July 18, 2020	ES (AC	ORD 1	01, Additional Remarks Schedule,	may be a	ttached if more sp	pace is required)			
Raii	n Date: July 19, 2020									
Rov	an County is included as additional insured	with i	regard	s to general liability as require	ed by wr	ritten contract.				
CEI	RTIFICATE HOLDER				CANC	ELLATION				
	Bible Missionary Baptist Church 11360 Old Concord Road	ı			THE ACC	EXPIRATION D CORDANCE WIT	ATE THEREOF	SCRIBED POLICIES BE CAN 7, NOTICE WILL BE DELIVER 7 PROVISIONS.) BEFORE
					AUTHO	RIZED REPRESEN				
	Rockwell			NC 28138			1	to W. Call		



DATE (MM/DD/YYYY) 06/02/2020

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

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

PRC	DDUCER				CONTA NAME:				
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l .	307 W Center St				(A/C, N		/231-1120	(A/C, No): (0 7 7 7 7	231-1121
	Lexington, NC 27293				ADDRE				
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١.					INSUR	ER B:			
	Hale Artificier, Inc. 545 New Bowers Rd				INSUR	ER C:			
	Lexington, NC 27292-7058				INSUR	ER D:			
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l .	11360 Old Concord Rd.							POLICY PROVISIONS.	LL DE DELIVERED
]]	Rockwell, NC 28138								
					AUTHO	RIZED REPRES	ENTATIVE	$ \cdot$ \cdot	

1000002116



Outdoor Pyrotechnics Display

OPERATORS LICENSE

J Ū N **Michael Hiatt**

License # 4001

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5

U.S. Department of Justice

Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit

(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To ATF - Chief. FELC

244 Needy Road Martinsburg, WV 25405-9431 License/Permit Number

1-NC-057-51-4J-00088

Chief, Federal Explosives Licensing Center (FELC)

Expiration Date

September 1, 2024

Name

HALE ARTIFICIER INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

345 DAISY COURT LEXINGTON, NC 27292-

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee Permittee Responsible Person Signature

Printed Name

Position Title

Mailing Address (Changes? Notify the FELC of any changes.)

HALE ARTIFICIER INC 545 NEW BOWERS RD LEXINGTON, NC 27292-

> ATF Form 5400 14/5400 15 Part I Revised September 2011

U.S. Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives

rederal Explosives License/refull (18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the See "WARNINGS" and "NOTICES" on reverse. expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27

Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg. WV 25405-9431

Number

License/Permit

1-NC-057-20-4L-00921

Chief, Federal Explosives Licensing Center (FELC)

Expiration Date

November 1, 2024

Name

HALE ARTIFICIER, INC.

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

3185 EAST US HWY 64 LEXINGTON, NC 27292-

Type of License or Permit

20-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

business or operations specified above under "Type of License or Permit."

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or

permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true

copy of a license or permit issued to the licensee or permittee named above to engage in the

ermittee Responsible Person Signature

Printed Name

HALE ARTIFICIER, INC

Mailing Address (Changes? Notify the FELC of any changes.)

545 NEW BOWERS ROAD **LEXINGTON, NC 27292-**

> ATF Form 5400.14/5400 15 Part I Revised September 2011

Previous Edition is Obsolete

HALE ARTIFICIER, INC 2185 EAST US HWY 64:27292:1-NC-057-20-41-00921:November 1, 2024-20-MANUFACTURER OF EXPLOSIVES

Safety Procedures for Fireworks Displays

NFPA 1123 Codes are to be followed at all times.

1. Firing Procedure:

- A. Operators are to use the Pre-display checklist provided in the display paperwork. AT NO TIME are the materials to be left unattended.
- B. Upon arrival at the site, check site conditions for any hazards that may impede the safety of the display operation.
- C. Insure the site meets all distance requirements.
- D. Confirm that there is adequate ingress and egress for emergency vehicles.
- E. Inspect all racks and equipment as it is coming off the truck. Any equipment that is damaged, or broken is not to be used in the display.
- F. All mortar racks are to be set up and installed prior to any loading of live materials.
- G. Inspect all shells and fireworks devices such as cakes, candles, and ground effects prior to loading, or placing in the firing area. Any materials found to be damaged, or not in proper condition are not to be used in the display.
- H. All materials fuses are to be situated and secured for easy access and removal of safety caps just prior to firing.
- (Electric firing) Any e-matching of materials will take place at least 50 feet from the truck holding the fireworks, and at least 100 feet from any public access.
 Limit the amount of materials in this area to just ONE box at a time.
- J. (Electric firing) Once all materials are set up, no personnel are allowed within the firing area during the continuity testing. If there is a need to check contact points, or adjust materials, the firing control panel must be disabled completely before an operator enters the firing area.
- K. (Manual Firing) Operators will use fusees (flares) for ignition of shell leaders.
- L. Previously installed multiple ignition points are to be placed along Finale racks, or any chain fused sections of the display.

2. Termination and Emergency Procedures

- A. If, at any time before, or during the discharge of a Display, there arises a condition that adversely affects the firing or completion of the Display, the operator will IMMEDIATELY halt the display, until such a time that the condition can either be corrected, or deleted from the program.
 - 1. The AHJ will also have the authority to halt the display, should any such condition arise.
 - Communication between the Operator and the AHJ will be necessary to provide for the continuation of the display.
- B. If there is a weather related concern, the display is to be halted, or postponed, until better conditions prevail. If there is no alternative, or if conditions remain at an unsafe level, then the Operator is to cancel the display, and the Rain Date option will be considered.
 - 1. All mortar racks are to be covered with tarps, plastic or other suitable materials to prevent materials from getting wet. Cakes, and other ground effects can be placed in plastic bags.
 - 2. Any materials that do become wet shall not be used, and are to be placed into regulation cartons and returned to Hale Artificier, Inc.
- C. If, during the display, an errant shell or malfunction of equipment causes materials to be sent towards or into the spectator area, or out of the intended fallout area, the operator will IMMEDIATELY halt the display.
 - 1. The safety of the spectators is the primary concern, and the operator is to insure that any errant shell trajectories or malfunctions are dealt with as soon as it is safe to do so. Repositioning of the racks, or dropping that part of the display will be done before resuming any firing.
 - A situation of this nature could cause the rest of the display to be post poned, or cancelled with the communication and cooperation of the AHJ.
 - 3. Identification of the errant materials and/or equipment is to be documented in the Operators display report.
 - 4. If there is ANY injury of any nature, to a spectator, or any other person, the display is to be halted, and the assistance of the local EMS, Fire Department, and/or other fire and life safety personnel on duty at the time is to be utilized.

- D. Ingress and Egress routes are to to be maintained at all times, and are to remain clear for emergency vehicles and personnel.
 - 1. Should there be any reason to need such access, the Operator shall halt all firing, and suspend the display.
 - 2. The Operator and other display personnel may assist such emergency personnel to control and contain any condition to insure the safety and security of the site.

3. Post Display

- A. Once the display has been completed, the Operator will make the determination to break down the display equipment when he/she finds all conditions safe to do so.
 - 1. The operator and assistants should allow at least 15 minutes for a "cooldown" period, once the display is completed.
 - a. Beginning with the mortars that were fired first, make sure that all shells and materials were discharged.
 - b. Once all racks and equipment have been cleared, the Operator will approve the break down of the display.

2. Misfired Materials

- a. Identify any and all misfired materials.
- b. Insure that there are no ignition hazards present before handling. All sparks are to be extinguished. E-matches should be disconnected and shunted, and then may be carefully removed.
- c. Carefully remove materials from the discharge area.
- d. Place materials into a regulation carton, and transport back to Hale Artificier, Inc.
- e. Record misfires in the Operator's display report.

3. Dud Shells

- a. Identify any and all dud shells and their location.
- b. No unauthorized personnel are to be allowed in those areas.
- c. Insure that there are no ignition hazards before handling. If necessary, spray with water to extinguish any sparks or flame.

- d. Carefully remove dud shells, place into a regulation carton and transport back to Hale Artificier, Inc.
- e. Record duds in the Operator's display report.
- B. The operator will assist the AHJ in conducting the post-display inspection, and sign off on any documentation the AHJ may require.
- C. Once that inspection is completed, the operator may clear the on-duty Fire Department personnel.
- D. The entire discharge area and fallout zones are to be inspected to insure that there are no duds, misfires, or any other materials left on the display site. If necessary, a site check is to be made early the following morning.
- E. Clean up includes removal of all equipment, paper debris, and any other items that remain as a result of the display.



Rowan County Emergency Services

2727 Old Concord Road, Suite E - Salisbury, NC 28146-8388
Phone 704-216-8900 Fax 704-216-8921

To: Rowan County Board of Commissioners

From: Deborah Horne: Fire Division Chief

Date: June 9, 2022

Ref: Use of pyrotechnics for fireworks display at Bible Missionary Baptist Church

North Carolina General Statute 14-413 empowers County Commissioners in North Carolina to authorize the use of pyrotechnics for the purpose of conducting fireworks displays.

Bible Missionary Baptist Church and Hale Artificier, Inc have submitted the proper paperwork for a firework display on July 9, 2022.

I have reviewed the paperwork and it meets all the requirements of the above-mentioned statutes as well as the requirements of NFPA 1123 which provides requirements for safe pyrotechnic shows.

My office will also inspect the site when shells arrive and Hale is on the scene.

I ask that you consider adding this item to the next agenda

Sincerely,

Deborah K. Horne Fire Division Chief

eleah K. Haine

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Nan Buehrer, Director, Rufty Holmes Senior Center

DATE: June 13, 2022

SUBJECT: HCCBG Funding Plan for FY 2022-23

ATTACHMENTS:

Description Upload Date Type

HCCBG Funding Plan for FY 2022-23 6/13/2022 Cover Memo

RUFTY-HOLMES SENIOR CENTER

Serving Rowan County, NC Older Adults

www.ruftyholmes.org

1120 S. MLK Jr. Ave, Salisbury, NC

704-216-7714

June 10, 2022

TO:

Rowan County Board of Commissioners, Aaron Church, Rowan County Manager

FROM:

Nan Buehrer, Executive Director

Rufty-Holmes Senior Center, and Lead Agency for HCCBG Committee

RE:

Home & Community Care Block Grant Funding Plan for FY 2022-2023

RESPONSE Signed, Approved Plan must be submitted to Centralina Area Agency on REQUESTED: Aging by 6/30/2022

Attached, please find the proposed funding plan for the use of Home and Community Care Block Grant funds allocated to Rowan County for FY 2022-2023. This funding provides vital services for Rowan County's Older Adults, comprising 24% of our county's population.

The HCCBG Advisory Committee met and recommends the funding plan as attached. The Grant requires a minimum 10% matching allocation from Rowan County.

Services will be provided by Rowan Transit System, Rowan County Dept. of Social Services, Rufty-Holmes Senior Center, Meals on Wheels Rowan County and Trinity Living Center for Adult Day Services.

We acknowledge and thank the Commissioners for any additional support from the County, above and beyond the required matching funds, for the provision of these important services on behalf of our older adult citizens. I will be glad to answer any questions you may have.

With Optimism,

Nan Buehrer Director

Cc: Rowan County HCCBG Advisory Committee

n Buchrer





HCCBG Budg	jet		
			DAAS-730 (Rev. 2/16)
	Home	and Community Care Block Grant for Older Adults	
		County Funding Plan	
Identification o	f Agency or Office with L	ead Responsibility for County Funding Plan	
County:	Rowan	July 1, 2022 through June 30, 2023	
recommends t	his funding plan to the Bo sed resources in the deliv	bility for planning and coordinating the County Funding Plan pard of Commissioners as a coordinated means to utilize very of comprehensive aging services to older adults	
		Rufthy-Holmes Senior Center (Name of Agency/Office with lead responsibility)	
		Authorized Signature Date	-22

Nan Buehrer Executive Director
(Type name and title of signatory agent)

County Funding Plan County Service Summary Service Cost	54,154	\$ 1,195,406	\$ 88,000	\$ 1,107,406	\$ 110,741	996,665	\$ 401,765 \$	362,658	232,242 \$	Total
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NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCHEDULE DAAS-732A1

	STAFF NAME POSITION SALARY Equivalent PART TIME	Executive Director \$ 80,242	Admin Assistant \$ 54,080 0.5 PART TIME	\$ 50,594	\$ 42,640	\$ 52,000 0.	\$ 51,603	31.200	000 35 3	\$ 36,400	\$ 26,520	\$ 26,520	26,520	\$ 26.520	0,50,00	Congregate site Court of Treat of The Treat of The Treat of The Treat of Tr	020,020	> 28,500	\$ 28,600	\$ 29,460 0.5	T \$ 42,230	CARS Coordinator \$ 31,200 0.25 PART TIME																						11 PLOUGINS	Tal Projects	SUBTOTAL FI:	TOTAL FOR TOTAL FILE T	TOTAL THATOLOGIS
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SERVICE	Senior Center Operation	_	*	S		\$ 26,000		\$ 12,023		\$ 30,400										\$ 14,730	\$ 39,000	\$ 7,800																						101 638	191,629	191,529	191,629 102,400	191,629 102,400 294,029
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North Carolina Division of Aging and Adult Services
Service Cost Computation Worksheet
Provider: RUFTY-HOLMES SENIOR CENTER
County: ROWAN
Budget Period: July 2022 through June 2023

									-
Projected Revenues	Grand Total	Congregate Nutrition 180	Senior Center Operation 170	#N/A	#N/A	0 0	0	0	0
A. Fed/State Funding From the Div. of Aging & Adult Svcs.	\$ 401,765	\$ 284,639	\$ 117,126 \$		\$	s - s	·		\$
1) Rowan County	\$ 44,641	\$ 31.627	\$ 13.014						
2)									
Total Required Minimum Match - Cash	\$ 44,641	\$ 31,627	\$ 13,014 \$		\$	s - s			
1)									
2)	-								
Total Date of the Control of the Con	-								
R Total Required Minimum Match (cash a in-bind)	6 44641								
C. Subtotal, Fed/State/Required Match Revenues	\$ 446,406	\$ 316.266	\$ 130,140 \$,	
D_NSIP Cash Subsidy/Commodity Valuation	w	\$ 24,000							
 E. OAA Title V Worker Wages, Fringe Benefits and Costs Local Cash, Non-Match 		ALTERNATION STATEMENT							
 County General Fund 	\$ 199,223	\$ 20,000 S				No. of Concession, Name of Street, or other Persons and Name of Street, or other Pers			The second second
2) Business/Municipalities	\$ 7,000		\$ 7,000						
County Senior Center Grant	\$ 83,530								
4) City of Salisbury	\$ 63,000		\$ 63,000						
F. Subtotal, Local Cash, Non-Match Other Revenues, Non-Match	\$ 352,753	\$ 20,000	\$ 332,753 \$		\$	\$ \$			
1) Donations	\$ 45,000	\$ 000,8	\$ 37,000						
2) Small Grants (Gen Purp, Fdns,)	\$ 52,554								
3) Program Fees	\$ 70,000								
G. Subtotal, Other Revenues, Non-Match	\$ 167,554	\$ 8,000 \$			\$	s s	. \$	-	
Local In-King Resources (includes volunteer Resources) 1)	*								
2)	\$								
3)	\$								
n. Subtotal, Local M-kind Resources, Non-Match		-	\$						
. Client Cost Sharing	\$ 20,000								
J. Jotal Projected Revenues (Sum I.C,D,E,F,G,H, & I)	\$ 1,010,713	\$ 388,266 \$	\$ 622,447 S		\$	s			

### Senior (### Se				Service	Service	Service	Service	Sanica	0	0	2
Total Cost 190 1		Grand	Admin.	Congregate Nutrition	Senior Center Operation	0	0	0	0	0	0
Subtrict Cluber File Veroletary Substrate Subs	Line tem Expenses	Total	Cost	180	170	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
State Stat	taff Salary From Labor Distribution Schedule										
S	 Full-time Staff (do not include Title V workers) 	\$ 303,709	ш			\$	\$	S	\$		^
S	Part-time staff (do not include Title V workers)	\$ 183,960				\$	v.	,			***
\$ 88.244 \$ 5.106 \$ 10.644 \$ 22.493 \$ \$ 42,000 \$ 10.500 \$ 21,000 \$ 5,433 \$ 2,407 \$ 10.500 \$ 21,000 \$ 7,143 \$ 1,690 \$ 5.543 \$ 1,690 \$ 5.543 \$ 1,690 \$ 5.543 \$ 1,690 \$ 5.543 \$ 1,690 \$ 5.543 \$ 1,690 \$ 5.543 \$ 1,690 \$ 5.543 \$ 5,430 \$ 5.430 \$ 5,430 \$ 5.	Subtotal, Staff Salary	\$ 499,919		1	*	\$					
S S S S S S S S S S	ringe Benefits								Į,		-
S 20,000 S 10,500 S 20,000 S		\$ 38,244	\$			S	·				
S	2) Health Insurance	\$ 42,000					- The state of the				
s	3) Retirement	\$ 6,493	S								
S 3,700 S 1,058 S 2,642	Unemployment Insurance	\$ 7,143									
Match S 97,590 18,013 5 25,260 5 54,306 5	5) Worker's Compensation	\$ 3,700			\$						
Match S 97,580 S 18,013 S 25,260 S 54,306 S	5) Other	45									
Match S	Subtotal, Fringe Benefits	\$ 97,580	\$ 18,013			\$	5	\$			^
Sasources Non-Match S S S S S S S S S	ocal In-Kind Resources Non-Match				4						
S	1)	\$									
S	: 2)										
### Assources Non-Matich S	3)	,									
Jest, Fringe Benefits and Coasts S	Subtotal, Local in-Kind Resources Non-Match	•	\$	\$		\$	\$	\$			8
	CAA Title V Worker Wages, Fringe Benefits and Costs	\$									
	ravel										
	l) Per Diem	\$									
S . S . S	2) Mileage Reimbursement	\$									
\$ - \$ - \$ - \$	3) Other Travel Cost	s.									
	Subtotal, Travel	S .	\$	\$	\$	s .	٨	S			

F. Total Units Reimbursed/Total Projected Units			C. Units Reimbursed Through HCCBG	o. Total Rempursement Rate	4. Total Projected Units (equals kne ili.A.2)	3. Revenues Subject to Unit Reimbursement	Not Match in-King (equals line I.H less II.C)	ine v (equals ane in less in.U)	Z. Less: NSP (equals the LD)	1. Iotal Revenues (equals line I.J)	B. Computation of Reimbursement Rate:	3. Total Unit Cost Rate	2. Iotal Projected Units	1. Total Expenses (equals line II.J)	A. Computation of Unit Cost Rate:	III. Computation of Rates	
						\$ 986,713		· ·	\$ 24,000	\$ 1,010,713				\$ 1,010,713		Total	2
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				^					5	^		0		^	#N/A	0	Service

* 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 II.C.

Certification:

5/17/2022 Date

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

07000-7-020	D.A.O
Line LA	0
Line I.B	0
Line I.C	0
Line I.D	0
L. İ.C+I.D	0
Line III.C	0
Line III.B.5	0
Line III.F	^
	Une I.A Line I.B Line I.C Line I.D L. I.C+I.D Line III.C Line III.C Line III.F

NOT IT THOUMES SENIOR CENTER					0	ם ביבי	3			DAAS-732			
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SALISBURY, NC 28144				70	rovider Se	Provider Services Summary	mary			Revision #:	out Fort	Date	odilo zozo
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Total		⇔	-	\$ 401,765	\$ 401,765	\$ 44,641	\$ 446,406	\$ 24,000	\$ 470,406	26,047		400	30,000
				Certification Required loc	of required of match will	ninimum loc	Certification of required minimum local match availability. Required local match will be expended simultaneously	ability.	Authorized Signature, Title	gnature, Title		6-10	Date
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			Ç.	Signature, C	Signature, County Finance Officer	e Officer		Date	Signature, Chairman, Board of Commissioners	airman, Boar	d of Commis		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:	RUFTY-HOLMES SENIOR CENTER	
County:	ROWAN	

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.

Rufty-Holmes Senior Center serves approximately 3,000 Rowan County older adults each year. Those we serve closely mirrors the county Census figures for poverty, minority, and rural older adults in Rowan County. Center staff strive to serve all County Older Adults who seek services. Many health and leisure programs are offered, most at no cost, enabling Seniors to find something they may enjoy participating in. Scholarship funds are available for programs with a fee, so any older adult can participate.

Congregate Dining Sites are hosted in rural areas, lower income neighborhoods and subsidized senior housing complexes to reach the rural, minority, and lower income county older adults. Prior to Covid, statistics showed clients attending were 50% minority and 50% lower-income. Transportation is available to all sites and the Senior Center. In-person outreach services are offered at Congregate sites and subsidized housing locations, to ensure access to appointments and information. RHSC works with 2nd Harvest Food Bank to provide 50 clients monthly with USDA Food Boxes.

Marketing efforts are targeted thru a variety of media to ensure information on services is available. The Center regularly hosts agencies such as Legal-Aide, Div. of Services for Deaf and Hard of Hearing, Div. of Services for the Blind to provide easy access to appointments. A sign language interpreter and Spanish speaking interpreter is provided at no cost for those requesting this service.

July 2022 through June 2023

Home and Community Care Block Grant for Older Adults Community Service Provider Standard Assurances

RUFTY-HOLMES SENIOR CENTER 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.

- 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 <u>Outreach Methodology to Address</u> <u>Service Needs of Target Population</u> (DAAS-733).
- 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 services 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.
- 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.
- 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).
- 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 Culltural 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.

Nan Buehrer 5/17/2022 (Authorized Signature) (Date)

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										Salisbury, NC 28146	Address Line 2:
										1813 E Innes St	Address Line 1:
									L		
										Rowan County DSS	Provider Name:
										SFY 2022-2023	State Fiscal Year:
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NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCHEDULE DAAS-732A1

																										Carrie Cameron	- 1			State Fiscal Year:
																										Social Worker II	Social Worker II	POSITION		SFY 2022-2023
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Provider: Rowan County DSS
County: ROWAN
Budget Period: July 2022 through June 2023

Division of Aging and Adult Services Service Cost Computation Worksheet

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Staff Salary From Labor Distribution Schedule
1) Full-time Staff (do not include Title V workers)
2) Part-time staff (do not include Title V workers)
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Projectors of Total Service Units \$ 302.887 \$. | \$ | \$ 393.777 \$ \$ | \$ 273.690 \$ DAAS-732A

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Sarvic 1,897 | \$ 441 | \$ 1,256 | \$ 249.543 | 8 73.776 | 1 225.767 | 8 225.767 S 7.815 78.8889 S Director, Rowan County DSS 5/12/2022 51.527 1 4.960 5 46.667 3 Service 0 Service 0 Service 0 anun Service 0 snun Service 0 aN/A Service Service 0 sN/A Service 0 anra Service 0 annia Service

Service

		SI	Community Service Provider	Community Service Provider		Date	Officer	rant Funding.	with Block Grant Funding. Signature, County Finance Officer	ωl -				
			gnature, Title	Authorized Signature, Title		natch availabi multaneously	nimum local n e expended sir	Certification of required minimum local match availability. Required local match will be expended simultaneously	Certification (F (
	60		9,362	273,690	\$.	273,690	\$ 27,370 \$	\$ 246,320	\$	\$ 246,320	\$			Total
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52		\$ 28.8889	7,815	\$ 225,767	\$	225,767	\$ 22,577 \$	\$ 203,190	1	\$ 203,190	ر ا	×		In-Home Aide-Level II - Personal Care
2		\$ 26.7234	47	\$ 1,256	\$	1,256	\$ 126 \$	\$ 1,130	1	\$ 1,130		×	nt	In-Home Aide-Level I - Home Management
S	HCCBG Clients	Reimburse Rate		Total Funding	NSIP Subsidy	Net Service Cost	Local I	Total	Other	In-Home	Access	t Purchase	Direct	Services
8	Projected	Projected	Projected				Required		nt Funding	Block Grant Funding		(Check One)	(Ch	
- 1												Serv. Delivery	Serv	
	Н	G	ъ	TI.	D	С	В			A				
1	Date:		Revision #:_			ary	rices Summa	Provider Services Summary						Salisbury, NC 20140
ĮΉ	through	July 2022	Period:	Budget Period:)		,					Salishum NO 20146
12	ROWAN		County:			3	County Funding Plan	County F						813 E Impo Ct
			DAAS-732											Rowan County DSS
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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:	Rowan County DSS	
County:	ROWAN	

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.

Rowan County Department of Social Services staff is fully informed of the OAA high priority status to serve low income minority individuals in accordance to their need for aging services. In the services area where we do have an inquiry list, it is standard practice to give high priority to low income minority seniors, with particular emphasis on those with the highest ADL needs. In review of this years' service records, there is evidence that 34% of all service recipients are from the minority population. Our outreach and service delivery method will continue to target low income groups. Our strategies include: presentation to local community groups/organizations, thoroughly assessing all intake calls to determine priority, assessing all Adult Protective Services cases to determine priority, distribution of brochures in target communities and seeking referrals from agencies who serve the target population.

July 2022 through June 2023

Home and Community Care Block Grant for Older Adults Community Service Provider Standard Assurances

Rowan County DSS	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.

- 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 <u>Outreach Methodology to Address</u> <u>Service Needs of Target Population</u> (DAAS-733).
- 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 services 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.
- 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).
- 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 Culltural 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.

1000	5/12/2022	
(Authorized Signature)	(Date)	

Standard Assurance To Comply with Older Americans Act Requirements Regarding Clients Rights For

Agencies Providing In-Home Services through the Home and Community Care Block Grant for Older Adults

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- · have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name:	Rowan County DSS	
Name of Agency Administrator:	Micah M. Ennis	
Signature:	1	

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

CLIENT/PATIENT RIGHTS

- 1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.
- 2. You have the right to appropriate and professional care relating to your needs.
- 3. You have the right to be fully informed in advance about the care to be provided by the program.
- 4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.
- 5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.
- 6. You have the right to voice your grievances with respect to care that is provided and to expect the there will be no reprisal for the grievance expressed.
- 7. You have the right to expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
- 8. You have the right to expect the preservation of your privacy and respect for your property.
- 9. You have the right to receive a timely response to your request for service.
- 10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.
- 11. You have the right to be informed of agency policies, changes, and costs for services.
- 12. If you are denied service solely on you inability to pay, you have the right to be referred elsewhere.
- 13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.
- 14. You have the right to be fully informed about other services provided by this agency.

REQUIRES INPUT TO POPULATE WORKBOOK--> REQUIRES INPUT TO POPULATE WORKBOOK-REQUIRES INPUT TO POPULATE WORKBOOK-REQUIRES INPUT TO POPULATE WORKBOOK --REQUIRES INPUT TO POPULATE WORKBOOK. REQUIRES INPUT TO POPULATE WORKBOOK -- > REQUIRES INPUT TO POPULATE WORKBOOK --REQUIRES INPUT TO POPULATE WORKBOOK --> REQUIRES INPUT TO POPULATE WORKBOOK--> REQUIRES INPUT TO POPULATE WORKBOOK--REQUIRES INPUT TO POPULATE WORKBOOK--> REQUIRES INPUT TO POPULATE WORKBOOK-Area Agency on Aging: State Fiscal Year: Provider Name: Address Line 2: Address Line 1: County: Home Delivered Meals
Home Delivered Meals NSIP Reimbursement Home Delivered Meals NSIP Reimbursement Home Delivered Meals Centralina Council of Governments Please Select Services to Be Delivered Meals on Wheels of Rowan, Inc. Salisbury, NC 28145 SFY 2022-2023 PO Box 1914 Rowan 020 021 020 021 Comparison of Fed/State Funding and Rates vs. Prior Year Prior Yr. Funding Prior Yr. Fu Federal/State 65,393 \$ Prior Year Rate Current Yr Funding 9.2786 \$ 65,393 Local Match 0.8500 7,266 <<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form Current Year Rate | 15.7010 | \$ | 0.0000 | \$ 0.0000 0.0000 0.0000 \$ \$ \$ 0.0000 0.0000 Funding Diff. 10,120 Rate Diff. (0.8500)6.4224

State Fiscal Year: SEY 2022-2023	<u>SFY 2022-2023</u>				SERVICE	SEBVICE	Fiscal Period:	July 2022	- 1	June 2023
AFF NAME POSITION	TOTAL SALARY	FOUNDAMENT PART TIME	Assignable	ADMIN	Home Delivered Meals	Home Delivered Meals NSIP	,	,	,	
Sandy Combs Program Direc		1 FULL TIME	8		U65 U5	C Remindration	4		-	c
	s s	1 FULL TIME	35,020	. ,	\$ 35,020	\$ 4,000				
	asst \$ 25,936	1 FULL TIME	\$ 25,936 \$		\$ 25,936					
	\$	0.5 PART TIME	12,480							
	\$	0.75 PART TIME	22,342							
Kristine Blackwell care coordinator		0.75 PART TIME	\$ 21,840 \$		\$ 18,840	\$ 3,000				
	45	0.75 PART TIME	26,520	\$						
	40	0.75 PART TIME	\$ 15,600 \$							
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		SUBTOTAL PT	\$ 227.50 \$		\$ 95,780	3,000 \$,	• •

North Carolina Division of Aging and Adult Services` Service Cost Computation Worksheet

DAAS-732A

Provider: Meals on Wheels of Rowan, Inc.
County: Rowan
Budget Period: July 2022 through June 2023

		Ser.	Service	Service	Service	Service	Service	Service
		Home Delivered Meals	ered Meals	Reimbursement	0	0		•
I. Projected Revenues	Grand Total	02	020	021	#N/A	#N/A	#N/A	#N/A
A. Fed/State Funding From the Div. of Aging & Adult Svcs.	\$ 65,393	\$	65,393 \$		\$ -	ζ.	v.	S
Required Minimum Match - Cash			-	0				
1)	\$ 7,266	\$	7,266					
2)	\$ ·							
3)	\$							1000
Total Required Minimum Match - Cash	\$ 7,266	\$	7,266 \$		\$	*	55	· ·
Required Minimum Match - In-Kind								
1)	\$ -							
2)	\$							
3)	\$							
Total Required Minimum Match - In-Kind	\$	\$	- \$		\$	\$	S	(A)
B. Total Required Minimum Match (cash + in-kind)	\$ 7,266	\$	7,266 \$		\$	\$	\$	S
C Subtotal, Fed/State/Required Match Revenues	\$ 72,659	\$	72,659 \$		\$	\$\frac{1}{2}	\$	S
D. NSIP Cash Subsidy/Commodity Valuation	\$ 77,600	49	64,000 \$	13,600		\$	49	49
E. OAA Title V Worker Wages, Fringe Benefits and Costs	•							
Local Cash, Non-Match		National Property	N THE RESERVE	Consultation of the latest the la				
1) Program Fees	\$ 107,500	ţ	107,500					
2) Special Events	\$ 114,000	\$	114,000					
3) Investment Income	\$ 5,000	45	5,000					
4)	,							
F. Subtotal, Local Cash, Non-Match	\$ 226,500	\$	226,500 \$		\$	\$	ς,	\$
Other Revenues, Non-Match								
1) Contributions and Grants	\$ 705,507	\$	705,507					
2) Business and Indirect	\$ 33,000	Ś	33,000					
Government Grants/Reimbursemnets	\$ 216,162	S	216,162					
G. Subtotal, Other Revenues, Non-Match	\$ 954,669	\$\$	954,669 \$		\$	\$	\$	\$
Local In-Kind Resources (Includes Volunteer Resources)		>						
2) 11-2112	¢ 27,550	v	066'17					
3)	n 47							
H. Subtotal, Local In-kind Resources, Non-Match	\$ 27,990	69	27,990 \$	-		90	2	0
L Client Cost Sharing	\$ 2,250	\$	2,250					
↓ Total Projected Revenues (Sum I.C,D,E,F,G,H, & I)	\$ 1,361,668	ts.	1,348,068 \$	13,600	\$	\$	·	0

Division of Aging and Adult Services Service Cost Computation Worksheet

 Retirement Unemployment Insurance 	Fringe Benefits 1) FICA @ 7.65 2) Health Insurance	II. Line Item Expenses Staff Salary From Labor Distribution Schedule 1) Full-time Staff (do not include Title V workers 2) Part-time staff (do not include Title V workers A. Subtotal, Staff Salary
3) Retirement4) Unemployment Insurance5) Worker's Compensation	7.65 %	es or Distribution Schedule or Distribution Schedule o not include Title V worker to not include Title V worker

	Ĭ.		ţ,	₹/>	\$	Г	\$	45	\$	**	s
	Grand Total		115,546	98,782	214,328		16,396			2,300	500
	Admin. Cost		\$	\$	\$		\$			₹5	s
1	# 5		- \$	- \$	-					200 \$	100 \$
OBLAICE	Home Delivered Meals 020		111,546	95,782	207,328		15,861			2,100	400
Service	Home Delivered Meals NSIP Reimbursement 021		\$ 4,000	\$ 3,000	\$ 7,000		\$ 536				
Service	0 #N/A		\$	\$	•		\$				
		+	\$	s	40	_	\$		1	1	1
Service	#N/A						-				
		+	S	S	\$	_	\$		1	1	+
Service	#N/A										
		1	S	S.	40		\$		+	+	1
Service	#N/A										

								F Total Units Raimbursad/Total Projected Units
		•			77,012			E. Units Reimbursed Through Remaining Revenues
		-			143			D. Units Reimbursed Through Program Income*
				-	4,628			C. Units Reimbursed Through HCCBG
		· ·	\$	_	\$ 15.7010			5. Total Reimbursement Rate
				17,000	80,000			4. Total Projected Units (equals line III.A.2)
	,	•	\$	\$	\$ 1,256,078		\$ 1,256,078	3. Revenues Subject to Unit Reimbursement
	- \$		\$	\$	\$ 27,990		\$ 27,990	Non Match In-Kind (equals line I.H less II.C)
	- \$		\$,				Title V (equals line I.E less II.D)
	- \$	\$ - \$	•	\$ 13,600 \$	64,000		\$ 77,600	2. Less: NSIP (equals line I.D)
	. \$	\$	\$	13,600	\$ 1,348,068		\$ 1,361,668	1. Total Revenues (equals line I.J)
								B. Computation of Reimbursement Rate:
	-	\$	\$		\$ 16.8509			3. Total Unit Cost Rate
				17,000				2. Total Projected Units
	- \$	\$ - \$	\$	\$ 13,600	\$ 1,348,068		\$ 1,361,668	Total Expenses (equals line II.J)
								A. Computation of Unit Cost Rate:
#N/A	#N/A	#N/A	#N/A	021	020		Total	III. Computation of Rates
0	0	0	0	a Delivered Meals NSIP Reimburse	Home Delivered Meals		Grand	
Service	Service	Service	Service	Service	Service			
	. 5	\$		\$ 13,600	1,348,068		\$ 1,301,000	5. Total FTO). Expenses Alter Admill. Distribution
				207,794	\$ (4/1,839) \$			Total Broi Formance After Admin Distribution
	1 40			221,394		\$ 00,000	1,100,222	Distribution of Administration Control
					0.000			G. Subtotal, Other Administrative Cost Not Allocated in Lines II.A through E
	- \$			\$ 213,858	\$ 642,040	72,972	\$ 928,870 \$	F. Subtotal, General Operating Expenses
					m m) ju op w	1	٠,	
					13.236	\$ 1.910	\$ 19,100 \$	
					21,968	5	\$ 31,700	Occupancy and Equipment
					41,478	\$ 59,852	\$ 113,720	Office and Technology
					\$ 33,264	\$ 4,800	\$ 48,000	
					\$ 13,444	\$ 1,940		Memberships, Conferences and Bd Projects
				\$ 2,000		\$ 1,300	\$ 13,000	2) Professional Services
				\$ 175,000	\$ 508,950	\$.	\$ 683,950	1) Food Service
								General Operating Expenses
	2		٨	\$	8 500	1.500		E. Subtotal, Travel
						1,000		3) Other Travel Cost
					\$ 1,500	\$ 500	\$ 2,000	2) Mileage Reimbursement
							\$ -	1) Per Diem
								Travel
	*						\$ -	D. OAA Title V Worker Wages, Fringe Benefits and Costs
	^	' '	,	\$	\$	\$ -	\$	C. Subtotal, Local In-Kind Resources Non-Match
							\$	3)
							\$	2)
							\$	1)
								Local In-Kind Resources Non-Match
	2		L/s	\$ 536	\$ 18,361	8,128		B. Subtotal, Fringe Benefits
						5 7,828	5 7,828 5	of other

ERROR, Total Units Recorded Do No ERROR,

Certification:

I certify to the best of my knowledge and belief that the information included in the cost computation above is accurate and compiles 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	Cindy B. Fink
Title	Executive Director
Date	18-Apr-22

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

and I amil Match Cook
Grant Funding

DAAS-732A DAAS-732
Line I.A Col. A
Line I.B Col. B

Meds on Wheels of Rowan, Inc. PO Box 1914 Salisbury, NC 28145					Home a	Home and Community Care Block Grant County Funding Plan Provider Services Summary	ty Fundervices	mmunity Care Block G County Funding Plan Ider Services Summa		for Older Adults		DAAS-732 County: Budget Period: Revision #	July 2022	Rowan through
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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:	Meals on Wheels of Rowan, Inc.	
County:	Rowan	

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.

Meals on Wheels provides homebound seniors over 60 years old and disabled residents of Rowan County with nutritious meals delivered by volunteers. We take referrals from hospitals, physicians, rehabilitation facilities, neighbors and family throughout Rowan County. We make presentations about our services and volunteer opportunities to civic groups, church groups, healthfairs and in many other settings. We set a goal of providing free home delivered meals to a minimum of 30% of our budgeted daily meals. At this time, we have 90 spaces available for those who need free meals. We have six meal pick up sites across the county to ensure that we are reaching rural participants as well as those who live in small municipalities and the largest towns in the county such as Salisbury, Rockwell, China Grove and Kannapolis. Our care coordinator team regularly attends meetings of REACH(Rowan Educatin an dAdvocacy for Choices in Healthcare) Healthy Roan, and Neighbor to Neighbor. Volunteers currently deliver 260 meals on 30 routes across 511 square miles in Rowann County. We curently serve 22% African American, 1% Hispanic and 78% white individuals over 60 years old. Our current budget will support 300 daily home-delivered meals.

Home and Community Care Block Grant for Older Adults Community Service Provider Standard Assurances

Meals on Wheels of Rowan, Inc.	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.

- 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 <u>Outreach Methodology to Address</u> <u>Service Needs of Target Population</u> (DAAS-733).
- 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.
- 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 services 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.
- 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.
- 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).
- 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.
- 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 Culltural 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.

Cindy B. Fink

April 18, 2022

(Authorized Signature)

(Date)

Standard Assurance To Comply with Older Americans Act Requirements Regarding Clients Rights For

Agencies Providing In-Home Services through the Home and Community Care Block Grant for Older Adults

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with inhome services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- · have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name:	Meals or	n Wheels of Rowan, Inc.
Name of Agency Administrator:		Cindy B. Fink
Signature:	Cindy B. Fink	

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

CLIENT/PATIENT RIGHTS

- 1. You have the right to be fully informed of all your rights and responsibilities as a client/r the program.
- 2. You have the right to appropriate and professional care relating to your needs.
- 3. You have the right to be fully informed in advance about the care to be provided by the
- 4. You have the right to be fully informed in advance of any changes in the care that you r receiving and to give informed consent to the provision of the amended care.
- 5. You have the right to participate in determining the care that you will receive and in alte nature of the care as your needs change.
- 6. You have the right to voice your grievances with respect to care that is provided and to there will be no reprisal for the grievance expressed.
- 7. You have the right to expect that the information you share with the agency will be resp held in strict confidence, to be shared only with your written consent and as it relates to obtaining of other needed community services.
- 8. You have the right to expect the preservation of your privacy and respect for your proper
- 9. You have the right to receive a timely response to your request for service.
- 10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.
- 11. You have the right to be informed of agency policies, changes, and costs for services.
- 12. If you are denied service solely on you inability to pay, you have the right to be referred elsewhere.
- 13. You have the right to honest, accurate information regarding the industry, agency and program in particular.
- 14. You have the right to be fully informed about other services provided by this agency.

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							2726 Old Concord Rd	Address Line 1:
							Rowan Transit	Provider Name:
							SFY 2022-2023	State Fiscal Year:

NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCHEDULE DAAS-732A1

North Carolina Division of Aging and Adult Services
Service Cost Computation Worksheet
Provider:
Rowan Transit
County:
ROWAN
Budget Period: July 2022 through June 2023

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Division of Aging and Adult Services Service Cost Computation Worksheet

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• 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 II.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 project dues information could limit funding, and also result in etum of funds if the error or omission results in a higher than actual reported cost.

Airport

Airport & Transit Director

6-13-2022 Date

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

Block Grant Funding Required Local Match-Cash & In-Kind

DAAS-732A DAAS-732
Line LA Col. A
Line LB Col. B

Rowan Transit					п аптопт	им в на сопшиниту сате вюск Grant for Older Adults	ry Care bloc	K GTAIII 10F	Older Adult	9	DAAS-732			
2726 Old Concord Rd						County	County Funding Plan	lan			County:		ROWAN	
Salishing NC 28146		1								Budget	Budget Period:	July 2022	through	June 2023
Salisbury, INC 20140						Provider Services Summary	rvices Sum	mary			Revision #:		Date:	
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	Serv. Delivery (Check One)	ivery		Block Gr	Block Grant Funding		Required				D .	Designation		
Services	Direct Pu	Purchase	Access	In-Home	Other	Total	Local	Net Service	-	-	нссвс	Reimburse	НССВG	Projected
Transportation (General)	_		\$ 185.800			\$ 185 800	9	9	-	,	Omis	Kate	CHents	Total Units
Transportation (Medical)		A G		9 6	9 6		9 6	9 6	+	Ι.	11,028	\$ 18.7203	275	14,500
A A A A A A A A A A A A A A A A A A A		0 6	744,04	1	6	2 40,442	+	+	2 3	\$ 51,602	2,000	\$ 25.8010	275	2,000
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	0	S	1	5/9	6/9	64	59	6/9	65 1	59		6-9		
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	0	60		59	69	6/2	69	60	1/6	\$		\$?		
Total		***	\$ 232,242		(S)	\$ 232,242	\$ 25,804	\$ 258,046	6	\$ 258.046	13.028	13.028	550	16 500
*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate	h Care Proj. S	ervice C	ost/Rate				1	Ī	- +	- 1		200000000000		
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Adminimental	IVG				with Block	Required local match will be expended simultaneously with Block Grant Funding	ll be expended	simultaneou	sly	Authorized S	Authorized Signature, Title			Date
Proj. Reimbursement Rate		\$33.07 S	40.00				•					Ş		
Administrative %		0.00%	0.00%											
					Signature,	Signature, County Finance Officer	ce Officer		Date	Signature, Ci	Signature, Chairman, Board of Commissioners	d of Commis		Date

Home and Community Care Block Grant for Older Adults Outreach Methodology

July 2022 through June 2023

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency (Older Americans Act, Section 305(a)(2)(E))

Community Service Provider:	Rowan Transit	
County:	ROWAN	
	NOWAII	

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency 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.

The Rowan Transit Staff are fully informed of the OAA high priority status to service low-income minority individuals in accordance to their need for aging services. In the few services where we do have a waiting list, it is a standard practice to give higher priority to low-income minority seniors with particular emphasis on those with the highest ADL's. Our outreach and service delivery methods will continue to target low-income groups. Our strategies include: Presentations to local church and community groups, educational presentations to various community organizations and representation on the Department Advisory Committee, distribution of brochures in the target communities and seeking referrals from agencies who serve the target population. In Rowan County, HCCBG funds support services for transportation-medical trips, other general trips, senior dining nutrition services, adult day programs, legal services, home improvement, senior dining congregate meals, in-home aid services (both home management and personal care) and case assistance (home visits, needs assessments, advocacy, etc.). These services are generally available to any person age 60 and older, income guidelines are in place that allow for contribution and cost-sharing levels that help expand the service.

DAAS-734

July 2022 through June 2023

Home and Community Care Block Grant for Older Adults Community Service Provider Standard Assurances

Rowan Transit	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 Manual, Volumes I through IV or at http://www.ncdhhs.gov/aging/monitor/mpolicy.htm.

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.

- 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 Methodology to Address Service
 Needs of Low-Income (Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English
 Proficiency format, (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 contracted 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 services 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.
- 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, dated February 17, 1997.
- 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).
- 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.
- 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 semiannually on the website of the NC Department of Health and Human Services Controller at . http://www.ncdhhs.gov/control/retention/retention.htm

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.

6-13-2022

(Authorized Signature)

(Date)

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NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCHEDULE DAAS-732A1

North Carolina Division of Aging and Adult Services:
Service Cost Computation Worksheet
Provider: Trihity Living Center
County: Rowan
Budget Period: July 2022 through June 2023

		Service	Service	Service	Service	Service	Service	Service	Service
Projected Revenues	Grand Total	Adult Day Care	Adult Day Health	0	0	0	0	0	0
A. Fed/State Funding From the Div. of Aging & Adult Svcs.	\$ 50,945	20,378	\$ 30,567	\$		\$			S
Required Minimum Match - Cash									
1) Local Match from County	\$ 5,660	\$ 2,264	\$ 3,396						
2)	\$ -								
3)	,								
Total Required Minimum Match - Cash	\$ 5,660	\$ 2,264	\$ 3,396	\$	\$	\$ - \$	- \$		v
Required Minimum Match - In-Kind									
1)	\$								
2)	•								
3)	,								
Total Required Minimum Match - In-Kind	\$	S	\$	\$	\$	s - s			s
B. Total Required Minimum Match (cash + in-kind)	\$ 5,660	\$ 2,264 \$	3.396	\$	- \$	- S			s
C. Subtotal, Fed/State/Required Match Revenues	\$ 56,605	\$ 22,642 \$	\$ 33,963 \$	\$		S - S			S
D_NSIP Cash Subsidy/Commodity Valuation	\$	\$		\$		s - s			*
E. OAA Title V Worker Wages, Fringe Benefits and Costs 5	\$								
Local Cash, Non-Match		Darkers and the spinster of the		Market and the state of the sta			Complete Springer		
1)	\$.								
2)	\$								
3)	\$								
4)	,								
F. Subtotal, Local Cash, Non-Match	\$	\$	S	\$	\$ -	s - s	- \$		\$
Other Revenues, Non-Match									
1)	s -								
2)	•			63	8				
3)	\$			With the second of					
G. Subtotal, Other Revenues, Non-Match	\$	\$	\$ -	\$	\$	\$ - \$	- \$		S
Local In-Kind Resources (Includes Volunteer Resources)									
1)	,								
2)	\$								
3)									
H. Subtotal, Local In-kind Resources, Non-Match	- \$	·	\$	\$	- *	\$			45
L Client Cost Sharing	\$ 100	\$ 50 \$	\$ 50						
J. Total Projected Revenues (Sum I.C.D.E.F.G.H. & I)	\$ 56,705	\$ 22,692 \$	\$ 34.013	\$	\$.				\$

		E	Service	Service	Service	Service	Service	Service	Service	Service
	Grand	Admin.	Adult Day Care	Adult Day Health	0	0	0	0	0	0
I. Line tem Expenses	Total	Cost	030	155	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Staff Salary From Labor Distribution Schedule										
 Full-time Staff (do not include Title V workers) 		\$	\$ · .			\$	\$,	"
Part-time staff (do not include Title V workers)	\$ 58,285 \$	\$ 26,020	\$ 9,200 \$	49,085		\$	\$			
A. Subtotal, Staff Satary	\$ 84,305 \$								-	**
Fringe Benefits		- 1								
1) FICA @ 7.65 %	\$ 6,449	\$ 1,991 \$	\$ 704 \$	3,755	\$	\$	\$	\$	- \$,
2) Health Insurance	s .									
3) Retirement	\$									
4) Unemployment Insurance	\$									
5) Worker's Compensation	\$									
6) Other	\$									
B. Subtotal, Fringe Benefits	\$ 6,449	\$ 1,991	\$ 704 \$	3,755	\$	\$,	w)
Local In-Kind Resources Non-Match										
1)	\$									
2)	s,									
3)	\$				Section 1997					
C. Subtotal, Local In-Kind Resources Non-Match	٠.	\$	· S		\$	\$	\$			*
D. OAA Title V Worker Wages, Fringe Benefits and Costs S	\$									100
Travel										
1) Per Diem	\$									
2) Mileage Reimbursement	\$ -									
3) Other Travel Cost	\$									
E. Subtotal. Travel	· ·	· ·								**

lotal Units Kelmbursed/Total Projected Units	Units Reimbursed Through Remaining Revenues	Units Kelmbursed Through Program Income*	C. Units Reimbursed Through HCCBG	5. I otal Rembursement Rate	4. Total Projected Units (equals line III.A.2)	o Revenues Subjectio Offic Reimbursement	State March Harbard (equals mice an essuac)	Non Match b Kind (period line 12	4. Less. Noir (equals line LD)	1 I coal Revenues (equals me I.J)	b. Computation of Reimbursement Rate:	3. Iotal Unit Cost Rate	2. I otal Projected Units	1. Total Expenses (equals line II.J)	A. Computation of Unit Cost Rate:	Computation of Rates		J. Total Proj. Expenses After Admin. Distribution	Distribution of Admininistrative Cost	H. Total Proj. Expenses Prior to Admin. Distribution	G. Subtotal, Other Administrative Cost Not Allocated in Lines II.A through E	F. Subtotal, General Operating Expenses		7) Administration				3) Dietary	2) Activity Expense	
						\$ 56,705		,		\$ 56,705				\$ 56,705		Total		\$ 56,705	5 62,644	\$ 147,359	ss ,	\$ 56,605	S	\$ 22,000	\$ 17,275	\$ 2,630	\$ 2,000	\$ 7,500	\$ 3,30	\$ 1,900
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480	,	_	479	47.2750	480	22,692 \$				22,692 S		47.2750	480	22,692 \$	000	Adult Day Care	Service	22,692 \$	9,854	32,546		22,642		8,000 \$	7,275	1,467 \$	1,000 \$	3,000	1.500	400
6			6	5 55.5768	6	34,013				5 34,013		\$ 55.5768	6	\$ 34,013	100	Adult Day Health	Service		\$ 52,790	\$ 86,803		\$ 33,963					\$ 1,000			
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* 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.

I certify to the best of my knowings and belief that the information included in the cost computation above is accurate and compiles with all laws and regulations. I also underst deviations if reported cost information could implication, and also result in return of funds if the error or emission results in a higher than petural reported cost.

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 1.8	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. F
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. –

Provider Services Summary	Provider Services Summar Provider Services S	Provider Services Summary	Provider Services Summary	Provider Services Summary Provider Service Summary Provider Service Provider Service Summary Provider Service Service Provider Service Pro	Provider Services Summary Budget Period: Revision #:
County Funding Plan Provider Services Summar B B A B Cocal Coc	County Funding Plan Provider Services Summar B B A B A B B B B B	Provider Services Summary Plan	Provider Services Summary Plan	Provider Services Summary Plan Projected Proje	Provider Services Summary Projected Proj
County Funding Plan	County Funding Plan	B C D D D D D D D D D D	B C D D D D D D D D D D	Provider Services Summary Budget Period: Required Local Net Service NSIP Funding Units Subsidy Funding Units Subsidy Funding Units Subsidy Subsidy Funding Funding Funding Subsidy Funding Funding Subsidy Funding Funding Funding Subsidy Funding	County Funding Plan County: Budget Period: Total Local Local Local S S S S S S S S S
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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:	Trinity Living Center	
County:	Rowan	

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.

Trinity Living Center works with other area agencies including the Department of Social Services and the county Senior Center to maintain a list of clients who express a need for adult day care/day health services. Access to services is offered based on Center availability. Individuals who have been on the list the longest are generally considered first for openings. However, priority admission is sometimes given based on critical socioeconomic and physical needs of an applicant. Information and referral to the Center is given through written materials and through in person contacts such as tours and community presentations. Each person who applies for services is offered a free trial day to assess the needs of both the potential participant and their outside support system. The Center offers services without discrimination. Trinity Living Center serves people of various ethnic and socioeconomic backgrounds.

July 2022 through June 2023

Home and Community Care Block Grant for Older Adults Community Service Provider Standard Assurances

Trinity Living Center	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.

- 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 <u>Outreach Methodology to Address</u> <u>Service Needs of Target Population</u> (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.
- 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 services 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.
- 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).
- 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.ncdhis.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 Culltural 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)

Standard Assurance To Comply with Older Americans Act Requirements Regarding Clients Rights For

Agencies Providing In-Home Services through the Home and Community Care Block Grant for Older Adults

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- · have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name:	Trinity Living Center	150
Name of Agency Administrator:	Beth Huber	
Signature:	Coto Duly	

ease return this form to your Area Agency on Aging and retain a copy for your files.)

CLIENT/PATIENT RIGHTS

- 1. You have the right to be fully informed of all your rights and responsibilities as a clien the program.
- 2. You have the right to appropriate and professional care relating to your needs.
- 3. You have the right to be fully informed in advance about the care to be provided by the
- 4. You have the right to be fully informed in advance of any changes in the care that you receiving and to give informed consent to the provision of the amended care.
- 5. You have the right to participate in determining the care that you will receive and in a nature of the care as your needs change.
- 6. You have the right to voice your grievances with respect to care that is provided and there will be no reprisal for the grievance expressed.
- 7. You have the right to expect that the information you share with the agency will be re held in strict confidence, to be shared only with your written consent and as it relates obtaining of other needed community services.
- 8. You have the right to expect the preservation of your privacy and respect for your pro-
- 9. You have the right to receive a timely response to your request for service.
- 10. You shall be admitted for service only if the agency has the ability to provide safe ar professional care at the level of intensity needed.
- 11. You have the right to be informed of agency policies, changes, and costs for service
- 12. If you are denied service solely on you inability to pay, you have the right to be refer elsewhere.
- 13. You have the right to honest, accurate information regarding the industry, agency ar program in particular.
- 14. You have the right to be fully informed about other services provided by this agency

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Justan Mounts, Director, Ro. Co. Veterans Services, West End Plaza, and West End Plaza

Events Center

DATE: June 13, 2022

SUBJECT: RCCC - Power Panel Install Request

ATTACHMENTS:

Description Upload Date Type

Mobile Classroom Site Power 6/13/2022 Cover Memo



Re: Mobile classroom site power

Agenda request

From: Justan Mounts and RCCC

Good Afternoon,

RCCC and its transport truck operator driving school was previously approved for use of the West End Plaza parking lot, as a driving range. RCCC has an available mobile classroom which it has been utilizing on site, in a temporary location. They initially requested to set a power pole in one of the islands, outlining the parking lot, and that location was not approved by WEP management. We proposed that the trailer be moved into the alley between the former Thelma's and the Belk building (diagram 1). In that location there are available tenant power meters which were proposed for use of the trailer, which utilizes a mobile single phase, plug in power system to provide the mobile classroom with air conditioning and computers. A meeting with Duke Power, RCCC officials, and an electrical contractor on June 10th, 2022 proposed the below photographed (diagram 2) meter and proposed location for an access panel to be set, at the cost of RCCC, then energized by Duke Power, after approval of the Board of Commissioners. Duke Power advised the billing to the college would not be an issue, nor should the installation and access for the power panel.

Diagram 1:

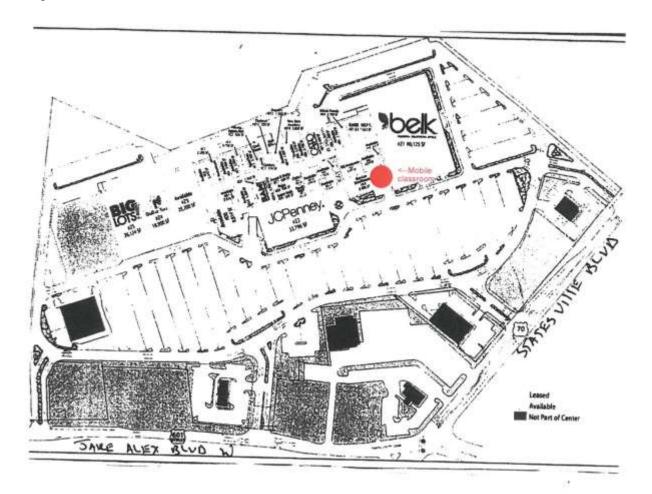


Diagram 2:



ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Purchasing Director and Micah Ennis, DSS Director

DATE: June 13, 2022

SUBJECT: Baptist Children's Home of NC

ATTACHMENTS:

DescriptionUpload DateTypeMemorandum6/13/2022Cover MemoContract6/13/2022Cover Memo

Rowan County Purchasing Department

130 West Innes Street, Salisbury, NC 28144 Phone (704) 216-8100 FAX (704) 216-8166

To: Rowan County Board of Commissioners

Aaron, Church, County Manager

From: Anna Bumgarner, Director of Purchasing/Contract Administration

Re: Contract with Baptist Children's Home of NC, Inc. for DSS

Date: June 20, 2022

Department of Social Services would like to enter into a contract with Baptist Children's Home of NC, Inc. to provide therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022- June 30, 2023 and will not exceed \$240,000.

Attached is the proposed contract with Baptist Children's Home of NC, Inc.

Recommendation: It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Baptist Children's Home of NC, Inc. for therapeutic foster care services in an amount not to exceed \$240,000.



ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager			
FROM:	ROM: Micah Ennis, Director		
DEPT:	Social Services		
DATE:	6/7/2022		
SUBJECT:	Baptist Children's Home of NC, Inc.		
PURPOSE O	OF CONTRACT:		
This vendo	or provides therapeutic foster care to child	ren in DSS custody.	
	CONTRACT CERTIF	ICATION	
By submit	itting this memorandum, I agree tha	t I have:	
1. Read a	and understand the terms of the con	tract.	
2. To the	best of my knowledge the terms, an	nount and activities surrounding	
	ract are compliant with North Caroli		
	urchasing Policy and any applicable		
	secured and attached in MUNIS the		
J. I Have	secured and attached in Months the	certificate of mountee.	
	6	18/2022	
Signature	e of Director	DATE	

Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Baptist Children's Homes of North Carolina, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or <u>Social Security Number</u> is 56-0547499 and DUNS Number (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) The Scope of Work, description of services, and rate (Attachment B) (4) Combined Federal Certifications (Attachment C) (5) Conflict of Interest Policy (Attachment D) (6) No Overdue Taxes (Attachment E) (7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I) (8) Certification of Transportation (Attachment J) (9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf (10)Certain Reporting and Auditing Requirements (Attachment L) (11)State Certification (Attachment M) (12)Attachment N - Non-Discrimination, Clean Air, Clean Water (16) Contract Determination Questionnaire (required)		
	These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.		
	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 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.		
	Effective Period: This contract shall be effective on 7/1/2022 and shall terminate on 6/30/2023, This contract must be twelve months or less.		
	Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.		
	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 \$ 240,000.00 This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds		
	□ a. There are no matching requirements from the Contractor.		
	 □ b. The Contractor's matching requirement is \$, which shall consist of: □ In-kind □ Cash and In-kind □ Cash and/or In-kind 		
TI	The contributions from the Contractor shall be sourced from non-federal funds. he total contract amount including any Contractor match shall not exceed \$240,000.00.		
5.	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
County Mailing Address	Micah M. Ennis, Director Rowan 1813 East Innes Street Salisbury NC 28146	Name & Title Micah M. Ennis, Director County Rowan Street Address 1813 East Innes Street City, State, Zip Salisbury NC 28146
Telephone Fax Email	704.216.8422 704.638.3041 Micah.Ennis@rowancountync.gov	

For the Contractor:

IF DELIVERED E	BY US POSTAL SERVICE	IF DELIVERED E	BY ANY OTHER MEANS
Name & Title Manager	Amanda Armstrong/Accounting	Name & Title	Amanda Armstrong/Accounting Manager
Company Name Carolina, Inc.	Baptist Children's Homes of North	Company Name Carolina, Inc.	Baptist Children's Homes of North
Mailing Address City State Zip	PO Box 338 Thomasville NC 27361	Street Address City State Zip	204 Idol Street Thomasville NC 27360
Telephone Fax Email	336-474-1215 336-887-0312 aarmstrong@bchfamily.org		

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (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:

(can be delted if not needed)

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 duplicate originals, with one original being retained by each party.

Keet Ih	5-26-22
Signature	Date
J. Keith Henry	COO
Printed Name	Title
COUNTY	
	Co/8/2022
Signature (must be legally authorized to sign contracts for County DSS)	Date
Micah Ennis	Directur
Printed Name	Title
This instrument has been pre-audited in the manner required by the Local Government	ent Budget and Fiscal Control Act.
Signature of County Finance Officer	Date

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 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. 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, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor 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.

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.

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.

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.

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.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's 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.

Baptist Children's Homes of North Carolina, Inc. During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

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 County. 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. 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.

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 Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, 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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

Baptist Children's Homes of North Carolina, Inc. or phrase shall be read to include the plural and vice versa.

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 published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 56-0547499 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: Baptist Children's Homes of North Carolina, Inc.
- 2. If different from Contract Administrator Information in General Contract:

Address

Te	elephone Num	ber:	Fax Number	r: Email:	
3.	Name of Pro	gram (s):			
4.	Status:	Public	N Priva	ate, Not for Profit	Private, For Profit
5.	Contractor's	Financial Rep	porting Year	October through	September
B.	Explanation	of Services to	o be provided	and to whom (inc	lude SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Residential Child Caring Institution 1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates			
	Age 0-5	Age 6-12	Age 13+	
Foster Care				
Therapeutic Foster Care	\$514	\$654	\$698	
Residential Treatment (Level 2)				
Child Placing Agency	\$1,472	\$1,637	\$1,702	
Residential Child Caring Institution	\$4,318	\$4,510	\$4,580	
Standard Board and Treatment Rates	Dai			
	Board	Treatment*		
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88		
Residential Treatment Level 3, 5+ beds	\$33	\$189.75		
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71		
Residential Treatment Level 4, 5+ beds	\$40	\$315.71		

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- 1. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 2. Share all information needed to ensure a good match/appropriate placement.
- 3. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Provide Services:

- 1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- 2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- 6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- 7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.

- **8.** For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- 1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
- 2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- 4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- 6. Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- 7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- 8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
- 9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- 11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- 12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

- 1. Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - i. Visitation agreement (if applicable).
 - j. Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - 1. Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

- Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
- 2. Conduct in-person visits with each child at least once a month in the placement provider's home.
- 3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
- 4. Enroll/withdraw the child in school.
- Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.

- 2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
- 3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
- 4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
- Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
- Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
- 8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
- 9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

(Date Submitted)

(Signature of Contractor)

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- 2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]

[]	He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or
	has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or
	employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member
	of Congress in connection with a covered Federal action;

OR

- [] He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- 5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Title

Baptist Children's Homes of Ne Inc.

Contractor Name

Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. 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.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - 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:
 - The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 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:
 - i. Abide by the terms of the statement; and

Address

- 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 Department within ten days after receiving notice under subparagraph (d)(ii) 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)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - 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
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

71441000	
Street	
City, State, Zip Code	
Street	
City, State, Zip Code	

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- 4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 that contain provisions for children's services and that all subgrantees shall certify accordingly.

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- 1. By signing and submitting this document, 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 originate may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant will provide immediate written notice to the person to whom this 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, 45 CFR Part 76. You may contact the person to whom 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 document that it will include the 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 by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Baptist Children's Homes of North Carolina, Inc.

- 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

- The prospective lower tier participant certifies, by submission of this document, 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.
- 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.

V. Certification Regarding Lobbying

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

- 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- 1. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- 9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

 Type of Federal Action: 	2. Status of Federal Action:		3. Report Type:	
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. Bid/offer/application b. Initial Award c. Post-Award		a. initial filing b. material change For Material Change Only: YearQuarter Date Of Last Report:	
1 Name and Address of Departing Entity		5 If Donorting En	tity in No. 4 is Subawardon Enter Name	
 4. Name and Address of Reporting Entity: Prime Subawardee Tier (if known) 		5. If Reporting En	tity in No. 4 is Subawardee, Enter Name Prime:	
Congressional District (if known)		Congressional Distric	ct (if known)	
6. Federal Department/Agency:		7. Federal Program	n Name/Description:	
o. Todora Doparamona igonoy.			if applicable)	
8. Federal Action Number (if known)		9. Award Amount (if known) \$	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):		
(attach Continuation Sheet(s) SF-LLL-A	, if necessary)	(attach Contin	nuation Sheet(s) SF-LLL-A, if necessary)	
11. Amount of Payment (check all that ap		13. Type of Paymen	t (check all that apply):	
\$	_ actual planned	a. retainer b. one-time fee		
12. Form of Payment (check all that apply): a. cash b. In-kind; specify: Nature Value		d. contingent fee e. deferred f. other; specify:		
14. Brief Description of Services Performed Member(s) contacted, for Payment Inc.				
15. Continuation Sheet(s) SF-LLL-A attack	hed:	Yes	□ No	
16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: Print Name: Title: Telephone No:		
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL	

Baptist Children's Homes of North Carolina, Inc.
CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of North Carolina
County Davidson
I, <u>Todi B. Steed</u> , Notary Public for said County and State, certify that
T. Keith Henry personally appeared before me this day and acknowledged that he/she is of of
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 15th day of January, 1991. Sworn to and subscribe does be the area this 2nd day of May 2022 NOTARY PUBLIC PUBLIC PUBLIC PUBLIC PUBLIC And
Instruction for Organization: Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy. Baptist Children's House of NC, Shace Name of Organization Signature of Organization Official

Baptist Children's Homes of North Carolina, Inc. Conflict of Interest Policy Example

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;
 - 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.

Baptist Children's Homes of North Carolina, Inc.

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:

##ContractorName##

Name of Organization Beptist Children's Hones of NC, Inc

Signature of Organization Official

Date

Michael C. Blackwell
President/CEO

P.O. Box 338
Thomasville, NC 27361
P. 336.474.1209
F. 336.472.3802
www.bchfamily.org

OVERDUE TAXES

Date: 5/2/2022

To: Rowan County Department of Social Services

Certification:

We certify that the Baptist Children's Homes of NC, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143-34(b).

Sworn Statement:

John Lee and J. Keith Henry being duly sworn, say that we are the Board Chair and Chief Operating Officer, respectively, of Baptist Children's Homes of NC, Inc. of Thomasville in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

, Board Chair

Chief Operating Officer

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

PUBLIC

My Commission Expires: 12.20.25

(Notary Signature and Seal)

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:

NCGrants@osbm.nc.gov -(919) 807-4795

¹G.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."

Page 1 of 1

MS&NCD Form 0008 Eff. July 1, 2005 Revised July 18, 2006, 7/07, 8/09



ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human 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;
- 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 Rowan 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 Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
- 8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (signature on this form confirms this statement).

Signature

Title

Baptist Children's Hones of Mc Inc.

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/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.
- 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
- (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
 - [check **one** of the following boxes] (b)
 - ☐ 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.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the (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.
 - 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:	Baptist Children's Homes of	ne, enc.
Contractor's Authorized Agent:	Signature	Date 5-26-22
	Printed Name P. Keith Henry	Title COO
Witness:	Signature MBamblas	Date
	Printed Name Amale B. Armstrong The present when the Contractor's Authorized Agent	Title Accounting Manager

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

Rowan 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.
- 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

Title

Baytist Children's Hower of Wc, Inc.

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

C: Dr. Blackwell

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201 DEPARTMENT OF THE TREASURY

Date: JUN 30 2006

BAPTIST CHILDRENS HOMES OF NORTH CAROLINA INCORPORATED C/O SAMUEL V BAREFOOT PO BOX 338 THOMASVILLE, NC 27361-0338 Employer Identification Number:
56-0547499

DLN:
17053031041046

Contact Person:
JULIE CHEN ID# 31261

Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
September 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
September 6, 2005
Contribution Deductibility:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

DEGEOVED

JUL 0 5 2006

By

By

Letter 947 (DO/CG)

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Lois G. Lerner

Director, Exempt Organizations

Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

Addendum

INFORMATION FOR ORGANIZATIONS EXEMPT UNDER SECTION 501(c)(3)

WHERE TO GET FORMS AND HELP

Forms and instructions may be obtained by calling toll free 1-800-829-3676, through the Internet Web Site at www.irs.gov, and also at local tax assistance centers.

Additional information about any topic discussed below may be obtained through our customer service function by calling toll free 1-877-829-5500.

NOTIFY US ON THESE MATTERS

If you change your name, address, purposes, operations or sources of financial support, please inform our TE/GE EO Determinations Office at the following address: Internal Revenue Service, P.O. Box 2508, Cincinnati, Ohio 45201. If you amend your organizational document or by-laws, or dissolve, provide the EO Determinations Office with a copy of the amended documents. Please use your employer identification number on all returns you file and in all correspondence with the Internal Revenue Service.

FILING REQUIREMENTS

In your exemption letter we indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. Form 990 (or Form 990-EZ) is filed with the Ogden Submission Processing Center, Ogden UT 84201-0027.

You are required to file a Form 990 only if your gross receipts are normally more than \$25,000.

If your gross receipts are normally between \$25,000 and \$100,000, and your total assets are less than \$250,000, you may file Form 990-EZ. If your gross receipts are over \$100,000, or your total assets are over \$250,000, you must file the complete Form 990. The Form 990 instructions show how to compute your "normal" receipts.

Form 990 Schedule A is required for both Form 990 and Form 990-EZ.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. There are penalties for failing to timely file a complete return. For additional information on penalties, see Form 990 instructions or call our toll free number.

If your receipts are below \$25,000, and we send you a Form 990 Package, follow the instructions in the package on how to complete the limited return to advise us that you are not required to file.

If your exemption letter states that you are not required to file Form 990, you are exempt from these requirements.

Letter 947 (DO/CG)

UNRELATED BUSINESS INCOME TAX RETURN

If you receive more than \$1,000 annually in gross receipts from a regular trade or business you may be subject to Unrelated Business Income Tax and required to file Form 990-T, Exempt Organization Business Income Tax Return. There are several exceptions to this tax.

- 1. Income you receive from the performance of your exempt activity is not unrelated business income.
- 2. Income from fundraisers conducted by volunteer workers, or where donated merchandise is sold, is not unrelated business income.
- Income from routine investments such as certificates of deposit, savings accounts, or stock dividends is usually not unrelated business income.

There are special rules for income derived from real estate or other investments purchased with borrowed funds. This income is called "debt financed" income. For additional information regarding unrelated business income tax see Publication 598, Tax on Unrelated Business Income of Exempt Organizations, or call our toll free number shown above.

PUBLIC INSPECTION OF APPLICATION AND INFORMATION RETURN

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return, or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

FUNDRAISING

Contributions to you are deductible only to the extent that they are gifts and no consideration is received in return. Depending on the circumstances, ticket purchases and similar payments in conjunction with fundraising events may not qualify as fully deductible contributions.

CONTRIBUTIONS OF \$250 OR MORE

Donors must have written substantiation from the charity for any charitable contribution of \$250 or more. Although it is the donor's responsibility to obtain written substantiation from the charity, you can assist donors by providing a written statement listing any cash contribution or describing any

donated property.

This written statement must be provided at the time of the contribution. There is no prescribed format for the written statement. Letters, postcards and electronic (e-mail) or computer-generated forms are acceptable.

The donor is responsible for the valuation of donated property. However, your written statement must provide a sufficient description to support the donor's contribution. For additional information regarding donor substantiation, see Publication 1771, Charitable Contributions - Substantiation and Disclosure Requirements. For information about the valuation of donated property, see Publication 561, Determining the Value of Donated Property.

CONTRIBUTIONS OF MORE THAN \$75 AND CHARITY PROVIDES GOODS OR SERVICES

You must provide a written disclosure statement to donors who receive goods or services from you in exchange for contributions in excess of \$75.

Contribution deductions are allowable to donors only to the extent their contributions exceed the value of the goods or services received in exchange. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as fully deductible contributions, depending on the circumstances. If your organization conducts fundraising events such as benefit dinners, shows, membership drives, etc., where something of value is received, you are required to provide a written statement informing donors of the fair market value of the specific items or services you provided in exchange for contributions of more than \$75.

You should provide the written disclosure statement in advance of any event, determine the fair market value of any benefit received, determine the amount of the contribution that is deductible, and state this information in your fundraising materials such as solicitations, tickets, and receipts. The amount of the contribution that is deductible is limited to the excess of any money (and the value of any property other than money) contributed by the donor less the value of goods or services provided by the charity. Your disclosure statement should be made, no later than, at the time payment is received. Subject to certain exceptions, your disclosure responsibility applies to any fundraising circumstances where each complete payment, including the contribution portion, exceeds \$75. For additional information, see Publication 1771 and Publication 526, Charitable Contributions.

EXCESS BENEFIT TRANSACTIONS

Excess benefit transactions are governed by section 4958 of the Code. Excess benefit transactions involve situations where a section 501(c)(3) organization provides an unreasonable benefit to a person who is in a position to exercise substantial influence over the organization's affairs. If you believe there may be an excess benefit transaction involving your organization, you should report the transaction on Form 990 or 990-EZ. Additional information can be found in the instructions for Form 990 and Form 990-EZ, or you may call our

.

toll free number to obtain additional information on how to correct and report this transaction.

EMPLOYMENT TAXES

If you have employees, you are subject to income tax withholding and the social security taxes imposed under the Federal Insurance Contribution Act (FICA). You are required to withhold Federal income tax from your employee's wages and you are required to pay FICA on each employee who is paid more than \$100 in wages during a calendar year. To know how much income tax to withhold, you should have a Form W-4, Employee's Withholding Allowance Certificate, on file for each employee. Organizations described in section 501(c)(3) of the Code are not required to pay Federal Unemployment Tax (FUTA).

Employment taxes are reported on Form 941, Employer's Quarterly Federal Tax Return. The requirements for withholding, depositing, reporting and paying employment taxes are explained in Circular E, Employer's Tax Guide, (Publication 15), and Employer's Supplemental Tax Guide, (Publication 15-A). These publications explain your tax responsibilities as an employer.

CHURCHES

Churches may employ both ministers and church workers. Employees of churches or church-controlled organizations are subject to income tax withholding, but may be exempt from FICA taxes. Churches are not required to pay FUTA tax. In addition, although ministers are generally common law employees, they are not treated as employees for employment tax purposes. These special employment tax rules for members of the clergy and religious workers are explained in Publication 517, Social Security and Other Information for Members of the Clergy and Religious Workers. Churches should also consult Publications 15 and 15-A. Publication 1828, Tax Guide for Churches and Religious Organizations, also discusses the various benefits and responsibilities of these organizations under Federal tax law.

PUBLIC CHARITY STATUS

Every organization that qualifies for tax-exemption as an organization described in section 501(c)(3) is a private foundation unless it falls into one of the categories specifically excluded from the definition of that term [referred to in section 509(a)(1), (2), (3), or (4)]. In effect, the definition divides these organizations into two classes, namely private foundations and public charities.

Public charities are generally those that either have broad public support or actively function in a supporting relationship to those organizations.

Public charities enjoy several advantages over private foundations. There are certain excise taxes that apply to private foundations but not to public charities. A private foundation must also annually file Form 990-PF, Return of Private Foundation, even if it had no revenue or expenses.

Letter 947 (DO/CG)

The Code section under which you are classified as a public charity is shown in the heading of your exemption letter. This determination is based on the information you provided and the request you made on your Form 1023 application. Please refer to Publication 557 for additional information about public charity status.

GRANTS TO INDIVIDUALS

The following information is provided for organizations that make grants to individuals. If you begin an individual grant program that was not described in your exemption application, please inform us about the program.

Funds you distribute to an individual as a grant must be made on a true charitable basis in furtherance of the purposes for which you are organized. Therefore, you should keep adequate records and case histories that demonstrate that grants to individuals serve your charitable purposes. For example, you should be in a position to substantiate the basis for grants awarded to individuals to relieve poverty or under a scholarship or education loan program. Case histories regarding grants to individuals should show names, addresses, purposes of grants, manner of selection, and relationship (if any) to members, officers, trustees, or donors of funds to you.

For more information on the exclusion of scholarships from income by an individual recipient, see Publication 520, Scholarships and Fellowships.

Group Exemption Status

This determination letter is effective starting September 6, 2005. Before September 6, 2005, your organization was included in a group ruling. The group ruling number was 2057. That group ruling indicated that your organization was exempt under Sections 501(c)(3) and 509(a)(3) of the Internal Revenue Code.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/2/2022

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

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

PRODUCER	NAME: Amy Summers		
Scott Insurance	PHONE (A/C, No, Ext): 336-510-0075 FAX (A/C, No): 434-455	-8965	
400 Bellemeade Street, Suite 201 Greensboro NC 27401	E-MAIL ADDRESS: asummers@scottins.com		
	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A: Philadelphia Indemnity Insurance Company (A++)	18058	
INSURED BAPTCHI	INSURER B: United Wisconsin Insurance Company (A)	29157	
Baptist Children's Homes of North Carolina, Inc. The BCH Asheboro Home, Inc.	INSURER c : Travelers Casualty and Surety Company of America (31194	
PO Box 338	INSURER D:		
Thomasville NC 27361-0338	INSURER E :		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 136372219 REVISION NUMBER:

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

ISR TR	TO THE OF INICIALIAN		TIME OF ILICIDALION		TO THE OF INIOI IN A LIGHT		ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY)		LIMIT	LIMITS		
A	GEN	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR N'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER:		PHPK2332502	10/1/2021	10/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 100,000 \$ 5,000 \$ 1,000,000 \$ 3,000,000 \$ 3,000,000 \$				
Α .	X	OMOBILE LIABILITY ANY AUTO ALL OWNED SCHEDULED AUTOS HIRED AUTOS X AUTOS AUTOS		PHPK2332502	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$				
	X	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000		PHUB787546	10/1/2021	10/1/2022	EACH OCCURRENCE AGGREGATE	\$ 10,000,000 \$ 10,000,000 \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE		N/A	0400188316	10/1/2021	10/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	6 Augusta				
ACC	A Prof Liab incl Abuse & Mol C Employee Dishonesty C Cyber Liability			PHPK2332502 106809955 106809955	10/1/2021 10/1/2021 10/1/2021	10/1/2022 10/1/2022 10/1/2022	1,000,000 Occ \$250,000 1,000,000	3,000,000 Agg 10,000 Retention				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Rowan County DSS	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1813 East Innes Street Salisbury NC 28146	AUTHORIZED REPRESENTATIVE

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Form W-9

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

➤ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line;												
	BAPTIST CHILDREN'S HOMES OF NORTH CAROLINA IN	C.											
	2 Business name/disregarded entity name, If different from above												
က်	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the 4 Exemptions (codes apply only to												
page 1	following seven boxes. Individual/sole proprietor or Corporation S Corporation Partnership Trust/estate							4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
e. Ins on								ot payee	cod	e (if a	iny)	1	
cti of	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►										-		
Print or type.	Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded another LLC that is not disregarded from the owner for U.S. federal tax is disregarded from the owner should check the appropriate box for the	on of the single-member ow from the owner unless the o purposes. Otherwise, a sing	vner. Do wner of t	he L	LC is	1	100	otion fro (if any)	m FA	ATCA	repo	orting	_
eci	✓ Other (see instructions) ►					(App	alles	to account	s main	tained	outside	the U.S	.)
Spe	5 Address (number, street, and apt. or suite no.) See instructions.		Request	ter's	name	and a	add	ress (op	otiona	al)			
See	PO BOX 338												
	6 City, state, and ZIP code												
	THOMASVILLE, NC 27361												
- 1	7 List account number(s) here (optional)												-10
Part				6.	atal a								
backup	our TIN in the appropriate box. The TIN provided must match the na withholding. For individuals, this is generally your social security nu	me given on line 1 to avo	oid [50	ciai se	curit	yn	umber	7				_
resider	nt alien, sole proprietor, or disregarded entity, see the instructions for	Part I, later. For other					_		-				
entities TIN, la	s, it is your employer identification number (EIN). If you do not have a	number, see How to get					L		J				_
	If the account is in more than one name, see the instructions for line	1 Alan non M/hat Name		or	nlove	ridar	tifi	cation	num'	har			
Numbe	er To Give the Requester for guidelines on whose number to enter.	1. Also see what warne a	ana [E-18.	picye	rider	T		T	T	T		
				5	6	- 0	0	5 4	7	4	9	9	
Part	Certification												
	penalties of perjury, I certify that:												_
1. The	number shown on this form is my correct taxpayer identification num	ber (or I am waiting for a	a numbe	er to	be is	sued	l to	mel: a	nd				
2. I am Serv	not subject to backup withholding because: (a) I am exempt from backup (IRS) that I am subject to backup withholding as a result of a failuring subject to backup withholding; and	ackup withholding, or (b)	I have r	not h	peen	notifi	ed	by the	Inte	rnal ed n	Rev	enue at I a	m
	a U.S. citizen or other U.S. person (defined below); and												
	FATCA code(s) entered on this form (if any) indicating that I am exem	not from FATCA reporting	a is corr	ect									
	cation instructions. You must cross out item 2 above if you have been r					piect	to I	backup	with	thole	lina	becau	ISB
you hav	ve failed to report all interest and dividends on your tax return. For real extion or abandonment of secured property, cancellation of debt, contributed an interest and dividends, you are not required to sign the certification,	state transactions, Item 2 tions to an individual retire	does no	t ap	ply. F	or mo	orto	jage int and αe	eres	t pai	id, avm	ents	-
Sign Here	Signature of Allai Oller Treasure	nen o	ate >	1/	11:	207	-	r					
Gen	neral Instructions	• Form 1099-DIV (div	ridends,	incl	luding	tho:	se i	from st	ock	s or	muti	ual	
Section noted.	references are to the Internal Revenue Code unless otherwise	• Form 1099-MISC (v	/arious t	type	s of i	ncom	ne,	prizes,	awa	ards	, or g	gross	
related	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted ey were published, go to www.irs.gov/FormW9.	Form 1099-B (stock transactions by broken)		tual	fund	sales	ar	nd certa	ain c	other	3		
		• Form 1099-S (proce	eeds fro	m r	eal es	tate	tra	nsactio	ns)				
Purp	ose of Form	 Form 1099-K (mercent 	hant ca	rd a	ind th	ird p	art	y netwo	ork t	rans	actio	ons)	
informa	vidual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer	 Form 1098 (home n 1098-T (tuition) 	nortgag	e int	terest), 109	98-	E (stuc	lent	loar	inte	rest),	
	cation number (TIN) which may be your social security number individual taxpayer identification number (ITIN), adoption	 Form 1099-C (cancel) 	eled de	bt)									
taxpay	er identification number (ATIN), or employer identification number	 Form 1099-A (acqui 	isition or	r aba	andor	men	t o	f secur	ed p	rope	erty)		
(EIN), to amoun	t report on an information return the amount paid to you, or other treportable on an information return. Examples of information	Use Form W-9 only alien), to provide you				. per	sor	inclu	ding	a re	side	nt	
returns	include, but are not limited to, the following.	If you do not return	Form V	N-9	to the	req	ues	ster wit	ha	TIN,	you	migh	ŧ

be subject to backup withholding. See What is backup withholding,

later.

Form 1099-INT (interest earned or paid)

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 06/20/22

SUBJECT: Contract - The Relatives, Inc. for DSS

Department of Social Services would like to enter into a contract with The Relatives, Inc. to provide therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022-June 30,2023 and will not exceed \$150,000.

Attached is the proposed contract with The Relatives, Inc.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with The Relatives, Inc. for therapeutic foster care services in an amount not to exceed \$150,000.

ATTACHMENTS:

DescriptionUpload DateTypeContract - The Relatives, Inc. for DSS6/13/2022Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

TO:	Aaron Church, Rowan County Manager
FROM:	Micah Ennis, Director
DEPT:	Social Services
DATE:	6/8/2022
SUBJECT:	The Relatives, Inc.
PURPOSE C	F CONTRACT:
This vendo	provides therapeutic foster care to children in DSS custody.
	CONTRACT CERTIFICATION
By submit	ting this memorandum, I agree that I have:
1. Read a	nd understand the terms of the contract.
	best of my knowledge the terms, amount and activities surrounding
	act are compliant with North Carolina General Statutes, the Rowan
	urchasing Policy and any applicable regulations.
3. I nave	secured and attached in MUNIS the Certificate of Insurance.

Signature of Director

Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and The Relatives, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-1082022 and DUNS Number (required if funding from a federal funding source). 097361141

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) Combined Federal Certifications (Attachment C)
	(5) Conflict of Interest Policy (Attachment D)
	(6) No Overdue Taxes (Attachment E) (7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
	(8) Certification of Transportation (Attachment J)
	(9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf (10)Certain Reporting and Auditing Requirements (Attachment L) (11)State Certification (Attachment M)
	(12)Attachment N - Non-Discrimination, Clean Air, Clean Water
	(16) 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 on7/1/2022 and shall terminate on 6/30/2023, 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 \$ 150,000.00. This amount consists of \$ in Federal funds (CFDA#), \$ in State Funds, \$ in County funds
	☑ a. There are no matching requirements from the Contractor.
	 □ b. The Contractor's matching requirement is \$
T	The contributions from the Contractor shall be sourced from non-federal funds. he total contract amount including any Contractor match shall not exceed \$150,000.00.
6.	Reversion of Funds: Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

IF DELIVERED	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
	Micah M. Ennis, Director Rowan 1813 East Innes Street Salisbury NC 28146	Name & Title Micah M. Ennis, Director County Rowan Street Address 1813 East Innes Street City, State, Zip Salisbury NC 28146
Telephone Fax Email	704.216.8422 704.638.3041 Micah.Ennis@rowancountync.gov	

For the Contractor:

IF DELIVERED E	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Company Name Mailing Address City State Zip	Trish Hobson, Executive Director The Relatives, Inc. 6220 Thermal Road Charlotte, NC 28211	Name & Title Trish Hobson, Executive Director Company Name The Relatives, Inc. Street Address 1100 East Blvd. City State Zip Charlotte, NC 28203
Telephone Fax Email	704-501-8242 704-501-8241 thobson@therelatives.org	

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - · Payment due date
 - · Adequacy of documentation supporting payment
 - · Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (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:

(can be delted if not needed)

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 duplicate originals, with one original being retained by each party.

hide Holson	(1-7)-9035
Signature	Date
Trish Hobson	Executive Director
Printed Name	Title
COUNTY	6/8/2022
Signature (must be legally authorized to sign contracts for County DSS)	Date
Micah Ennis	Dicector
Printed Name	Title
This instrument has been pre-audited in the manner required by the Local Govern	nment Budget and Fiscal Control Act.
Signature of County Finance Officer	Date

Relationships of the Parties

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

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

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check 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. 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, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

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

NCDHHS TC1010 (General Terms and Conditions) (Local Government) (Rev. 11.01.15)

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.

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.

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.

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.

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.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's 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.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

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 County. 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. 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.

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 Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, 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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

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 published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B - Scope of Work Federal Tax Id. or SSN 56-1082022 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: The Relatives, Inc.
- 2. If different from Contract Administrator Information in General Contract:

Address

Telephone No	umber:	Fax Number	: Email:	
3. Name of P	rogram (s):			
4. Status:	☐ Public	⊠ Priva	ate, Not for Profit	Private, For Profit
5. Contractor	r's Financial Rep	orting Year	October through	September
B. Explanation	on of Services to	be provided	and to whom (inc	lude SIS Service Code):

See MUTUAL AGREEMENT SECTION

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

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates					
	Age 0-5	Age 6-12	Age 13+			
Foster Care						
Therapeutic Foster Care	\$514	\$654	\$698			
Residential Treatment (Level 2)						
Child Placing Agency	\$1,472	\$1,637	\$1,702			
Residential Child Caring Institution	\$4,318	\$4,510	\$4,580			
Standard Board and Treatment Rates	Dai					
	Board	Treatment*				
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88				
Residential Treatment Level 3, 5+ beds	\$33	\$189.75				
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71				
Residential Treatment Level 4, 5+ beds	\$40	\$315.71				
*Treatment F	tates set by DMA	and are subject to	change.			

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 2. Share all information needed to ensure a good match/appropriate placement.
- Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Provide Services:

- Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs.
 Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.

- For placements involving mental health treatment (Levels 2-4, PRTF), provide case
 management including development and maintenance of Person-Centered Plan and oversee
 requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- Notify County immediately when a child receives emergency care, is hospitalized, is placed
 in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local
 authorities immediately upon discovering a child is missing.
- 2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- 8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
- Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- 12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

- Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - Visitation agreement (if applicable).
 - Child Health Status Component (DSS-5125-II).
 - Education Component (DSS-5245).
 - Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

- Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review
 each child's progress toward meeting the goals of the out-of-home services agreement and
 treatment plan.
- Conduct in-person visits with each child at least once a month in the placement provider's home.
- Monitor and assure implementation of all aspects of a child's treatment plan, including courtordered visitation by parent/guardian.
- 4. Enroll/withdraw the child in school.
- Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

Coordinate required medical exams for each child and advise Private Partner of results.

- 2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
- Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
- 4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
- 5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
- Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
- 8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
- 9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

(Date Submitted)

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination:
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke:
 - The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- 3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]

. 11.

[] He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

- [X] He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- 5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Judi thebon	Executive Director
Signature	Title
The Relatives, Inc.	4-27-2022
Contractor Name	Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. 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.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - 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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 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:
 - i. Abide by the terms of the statement; and

Address

- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) 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)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 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
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

City, State, Zip Code	Charlotte, NC 28211	
Street	51m10tt0,110 20211	

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 that contain provisions for children's services and that all subgrantees shall certify accordingly.

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- 1. By signing and submitting this document, 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 originate may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant will provide immediate written notice to the person to whom this 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, 45 CFR Part 76. You may contact the person to whom 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 document that it will include the 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 by 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

- The prospective lower tier participant certifies, by submission of this document, 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.
- 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.

V. Certification Regarding Lobbying

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

- 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- 1. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog
 of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Type of Federal Action:	2. Status of Federal	Action:	3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. Bid/offer/app b. Initial Award c. Post-Award		a. initial filing b. material change For Material Change Only: Year Quarter Date Of Last Report:
Name and Address of Reporting Entity		5. If Reporting En	tity in No. 4/is Subawardee, Enter Name
Prime Subawardee Tier (if known) Congressional District (if known)		and Address of	
Federal Department/Agency:		7	n Name/Description:
8. Federal Action Number (if known)		9. Award Amount (if known) \$
Name and Address of Lobbying En (if individual, last name, first name)	ntity , MI):		Performing Services (including address if m No. 10a.) (last name, first name, MI):
(attach Continuation Sheet(s) SF-LLL-A	A, if necessary)	(attach Contin	nuation Sheet(s) SF-LLL-A, if necessary)
11. Amount of Payment (check all that ap	ply):		nt (check all that apply):
\$	1:	a. retainer b. one-time fer c. commission d. contingent e. deferred f. other; speci	fee
b. In-kind; specify: Nature			
Brief Description of Services Performed Member(s) contacted, for Payment Inc.	ed or to be Performed a	Continuation Sheet(s) S	
15. Continuation Sheet(s) SF-LLL-A attac	ched:	☐ Yes	□ \ No
16. Information requested through this for title 31 U. S. C. section 1352. This disactivities is a material representation reliance was placed by the tier above was made or entered into. This disclepursuant to 31 U. S. C. 1352. This in reported to the Congress semi-annua available for public inspection. Any p the required disclosure shall be subject not less than \$10,000 and not more the such failure.	sclosure of lobbying of fact upon which when this transaction osure is required formation will be ally and will be erson who fails to file ct to a civil penalty of	Signature: Print Name: Title: Telephone No:	Date:
Federal Use Only		Maria Total	Authorized for Local Reproduction
			Standard Form - LLL



BOARD OF DIRECTORS

Shamba Sandy Wells Fargo Board Chair

Walker Collier Trinity Capital Advisors Secretary

Tamika Eubanks Spurlock Bank of America Treasurer

John Charles Kernodle Strathmore Capital Advisors Past Chair

Brandy Hydrick

Carolyn Taylor Dickens Mitchener Residential Real Estate

Darryl Dewberry
The Spectrum Companies

David Knight Bank of America

Emily Oliver Bank of America

Garrett Jenkins Brown Brothers Harriman

Julie Eiselt City of Charlotte

Katie Charlebois Community Volunteer

Lajay Myrick Youth Advocate

Mark Jerrell Mecklenburg County

Ryan Goldsberry Deloitte

Shelley McLean OneDigital

Spence Hamrick Wells Forgo

Walker Collier Trinity Capital Advisors

William Clark

Trish Hobson Executive Director The Relatives

ALEXANDER YOUTH NETWORK, INC and THE RELATIVES, INC. CONFLICT OF INTEREST POLICY

SECTION 1. PURPOSE:

The purpose of this conflict of interest policy is to ensure that each of Alexander Youth Network, Inc., a North Carolina charitable nonprofit corporation ("AYN"), and The Relatives, Inc., a North Carolina charitable nonprofit corporation, is operated exclusively for charitable purposes and that any private benefit to individuals is only incidental to the achievement of such charitable purposes. The intent of this policy is to provide procedural guidelines for AYN to employ when contemplating entering into a transaction or arrangement that may benefit an Interested Person (as defined below).

SECTION 2. POLICY:

No Interested Person shall derive any improper personal profit or gain, directly or indirectly, by reason of his or her relationship with AYN, except that Interested Persons may be paid reasonable compensation for services rendered to AYN. All transactions with Interested Persons must (i) be consistent with AYN's charitable purpose, (ii) result from arms-length bargaining, (iii) reflect reasonable payments for the rendering of goods and services, and (iv) be properly documented and approved in accordance with AYN policy. Each Interested Person shall disclose to AYN's board of directors any personal interest that he or she may have in any matter pending before AYN's board of directors and shall refrain from participation in any decision related to such matter.

SECTION 3. SCOPE:

This policy applies to all persons in a position to exercise substantial influence over the affairs of AYN including, without limitation, officers, trustees, any department manager and any person who makes hiring or purchasing decisions on behalf of AYN (each an "Interested Person"). This policy also covers immediate family members of Interested Persons, Executive Director including one's spouse, children, siblings or parents, whether by blood or by marriage, and entities in which any Interested Person or the immediate family member of an Interested Person has, directly or indirectly, a material financial or other beneficial interest as follows:

 Any ownership or investment interest of (or right to acquire) 5% or more of an organization's outstanding stocks or bonds.

- Any loan to or from an organization (other than bank loans for ordinary consumer purposes).
- 3. Any employment or independent contractor arrangement, other compensation or other financial arrangement with an organization.
- 4. Position as a director or officer of an organization.
- 5. Control of voting rights of an organization in excess of 5%.



SECTION 4. POTENTIAL CONFLICTS:

Conflicts of interest may arise with respect to the relations of any Interested Person with any of the following third parties:

- 1. Persons and entities supplying goods and services or client referrals to AYN.
- 2. Persons and entities from whom or from which AYN leases or purchases real or personal property.
- 3. Competing organizations.
- 4. Donors and others supporting AYN.

Conflicts of interest also may arise with respect to relations between Interested Persons and AYN. Such relations include, but are not limited to, compensation and other financial arrangements.

SECTION 5. NATURE OF CONFLICTING INTERESTS:

Any interest, direct or indirect, of an Interested Person with any persons or entities described in Section 3 above may be a conflicting interest. Such conflicting interests may arise with respect to the following:

- 1. Owning stock or holding debt or other proprietary interests in any third party dealing with AYN.
- 2. Holding office, serving on the board, participating in management, being employed by or acting in any way as an advisor or consultant of any third party dealing with AYN.
- 3. Receiving compensation for services with respect to individual transactions or arrangements involving AYN.
- Using the time, personnel, equipment, supplies or goodwill of AYN for purposes not in furtherance of AYN's charitable purposes or not approved by AYN.
- 5. Receiving personal gifts, entertainment, or loans from third parties dealing or competing with AYN.

SECTION 6. INTERPRETATION:

The areas of conflict listed in Section 3 above, and the relations in those areas that may give rise to conflicts listed in Section 4 above, are not exhaustive. Conflicts may arise in other areas or through other relations. Interests listed in Section 4 above do not always give rise to a conflict; however, the existence of any interest listed in Section 4 shall be disclosed by the Interested Person to the board chair in accordance with Section 6 below as soon as the Interested Person learns of the conflict, and in any event, before any transaction or arrangement potentially giving rise to a conflict is consummated. Each Interested Person has a continuing obligation to scrutinize his or her personal and business relationships for actual and potential conflicts and to immediately make such disclosures in accordance with Section 6 below, even if it is not entirely clear that a conflict of interest exists.

SECTION 7. DISCLOSURE POLICY AND PROCEDURES:

Interested Persons may undertake conflict of interest transactions or arrangements only if each of the following is observed:

- All material facts related to the actual or potential conflicting interest are fully disclosed to the board of directors.
- At the request of the board, the applicable Interested Person may make a presentation to the board regarding
 the nature of the conflicting interest and may respond to any questions the board of directors may have.
 However, such Interested Person is excluded from the discussion of and vote on whether the transaction or
 arrangement constitutes a conflict of interest.
- The board obtains and relies upon appropriate comparability data with respect to the transaction or arrangement and determines after due diligence that the transaction or arrangement is fair, reasonable and in the best interests of AYN.
- Based on such determinations, the board votes to approve the transaction in the absence of the Interested Person.
- Each of the foregoing is documented in the minutes of the board meeting at which the transaction or arrangement is considered.

SECTION 8. CONFIDENTIALITY:

Each Interested Person shall not (i) disclose confidential information acquired in connection with such person's status with AYN, including information the disclosure of which could be adverse to AYN's interests or (ii) disclose or use information relating to AYN for the personal profit or advantage of such Interested Person.

SECTION 9. DISCLOSURE STATEMENT:

Every Interested Person shall (i) complete a "Conflict of Interest Disclosure Statement" on an annual basis that provides information concerning such person's involvement (or the involvement of such person's immediate family) in entities which may deal or compete with AYN and (ii) affirm that he or she (w) has received a copy of the conflicts of interest policy, (x) has read and understands the policy, (y) has agreed to comply with the policy, and (z) understands that AYN is a charitable organization and that in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes. In addition, all Interested Persons should immediately disclose to the board chair any new conflict as it arises.

SECTION 10. VIOLATIONS:

(Notary Signature and Seal)

Violations of the conflicts of interest policy may subject Interested Persons to appropriate sanctions, including removal from their positions. Any suspected violation may be investigated, and the Interested Person may be required to provide information and explanations. All such situations shall be brought to the board of directors for final resolution.

Joh Hasan	4-2	C-2027	
Trish Hobson, Executive Director	Date		
Signature of the Authorized Official must be the			L.C. cortifue that
Trish Hobson personally appeared before me the and by that authority duly given and as the act was adopted by the Board of Directors in a meeting of the second of the board o	of the Organization, affirme	ed that the foregoing C	
Sworn to and subscribed before me on this 28	_day of <u>April</u>		AOTAAL OUBLIC
			W. COON

Cartly Commission Expires: July 9, 20 25



Date: _	4-28-9077
To:	

Certification:

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

Sworn Statement:

Trish Hobson and Manuel M. Gomez, being duly sworn, say that we are President and Chief Financial Officer, respectively, of The Relatives, Inc. of Charlotte in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Trish Hobson, Executive Director

Manuel M. Gomez, CFO

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

Kaitly Coppedge
(Notary Signature and Seal

Commission expires: July 9, 2025

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

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human 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;
- 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;
- 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;
- 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 Rowan 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 Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
- 8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (signature on this form confirms this statement).

Signature Signature	Executive Director Title
The Relatives, Inc.	4-27-202
Agency/Organization	Date

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service Exempt Organizations Determinations P.O. Box 2508 Cincinnati, OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter 64/Article 2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/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 (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby 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
- (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.
- 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 Authorized Agent:	Signature Jush Habson	Date 4-27-2021
Carry Carry	Printed Name Trish Hobson	Title Executive Director
Witness:	Signature Sync & Cuddy	Date 4.27.2000
	Printed Name Lynn Cuddy	Title Dir., Grants & Strategic Initiatives

ATTACHMENT N

Rowan 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.
- 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]

The Relatives, Inc.

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)).

Show Howar	Executive Director
Signature	Title
The Relatives, Inc.	1-27-202
Agency/Organization	Date

(Certification signature should be same as Contract signature.)



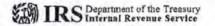
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/22/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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PO	Box	30127					PHONE (A/C, No, Ext): FAX (A/C, No):							
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CE	RTIF	ICATE HOLDER				CANO	CELLATION							
		Rowan County DSS Attn: Amy Wagoner Director 1813 East Innes Str	eet			THE	EXPIRATION	N DATE TH	ESCRIBED POLICIES BE CHEREOF, NOTICE WILL CY PROVISIONS.					
		Salisbury, NC 28146	907			AUTHO	RIZED REPRESE	Ann						



CINCINNATI OH 45999-0038

In reply refer to: 0248145604 Mar. 24, 2016 LTR 4168C 0 56-1082022 000000 00

> 00017850 BODC: TE



THE RELATIVES INC ALEXANDER YOUTH NETWORK PO BOX 220632 CHARLOTTE NC 28222

005263

Employer ID Number: 56-1082022 Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Mar. 16, 2016, regarding your tax-exempt status.

We issued you a determination letter in September, 1978, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) (3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0248145604 Mar. 24, 2016 LTR 4168C 0 56-1082022 000000 00 00017851

THE RELATIVES INC ALEXANDER YOUTH NETWORK PO BOX 220632 CHARLOTTE NC 28222

Sincerely yours,

Dois P. Kenwright Doris Kenwright, Operation Mgr.

Accounts Management Operations 1

(Rev. December 2014) Department of the Treasury Internal Revenue Service

Request for Taxpayer **Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

ci	2 Business name/disregarded entity name, if different from above												
Print or type Specific Instructions on page	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ To single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line that tax classification of the single-member owner. ✓ Other (see instructions) ► Non-profit	E C	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)										
5 Address (number, street, and apt. or suite no.)						dress (o	ptic	onal)					
Spe	119 East 8th Street												
See	6 City, state, and ZIP code												
0)	Charlotte NC 28202												
	7 List account number(s) here (optional)												
Par	t1 Taxpayer Identification Number (TIN)	_	_		_	_	_	_	_				
_	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid	So	cial s	ecui	rity r	number							
	up withholding. For individuals, this is generally your social security number (SSN). However, for a					П	٦	Т	T	П			
	ent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>				-			-		Ш			
	n page 3.	or					_						
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for					Employer identification number								
guidel	lines on whose number to enter.	5	6	-	1	0 8	3	2	0 2	2			
Par	t II Certification						_						
Jnder	r penalties of perjury, I certify that:												
. Th	e number shown on this form is my correct taxpayer identification number (or I am waiting for a num	ber to	o be	issu	ed t	to me);	an	nd					
Se	m not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have rivice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or divide longer subject to backup withholding; and												
3. la	m a U.S. citizen or other U.S. person (defined below); and												
	e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is co	rrect.											
i. The	요즘 사람들 보다면 하게 하면 되고 있는 것이라면 하면 하면 하게 되었다면 하는 것이 없는 것이 없는데 그렇게 되었다면 다른데 그렇게 되었다면 그렇게	are o	curre	ently	sub	ject to	ba	ackup	p with	holdin			
Certifo becau interes	fication instructions. You must cross out item 2 above if you have been notified by the IRS that you use you have failed to report all interest and dividends on your tax return. For real estate transactions at paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an invally, payments other than interest and dividends, you are not required to sign the certification, but you ctions on page 3.	s, iten dividu	n 2 c	etire	mer	nt arrar	nge	men	t (IRA	, and			

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- · Form 1099-S (proceeds from real estate transactions)
- . Form 1099-K (merchant card and third party network transactions)

- . Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number
- 2. Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 06/20/22

SUBJECT: Contract - The Masonic Home for Children at Oxford Inc. for DSS

Department of Social Services would like to enter into a contract with The Masonic Home for Children at Oxford, Inc. to provide therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022- June 30, 2023 and will not exceed \$240,000.

Attached is the proposed contract with The Masonic Home for Children at Oxford, Inc.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with The Masonic Home for Children at Oxford, Inc. for therapeutic foster care services in an amount not to exceed \$240,000.

ATTACHMENTS:

DescriptionUpload DateTypeContract - The Masonic Home for Children at Oxford, Inc for DSS6/13/2022Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

TO:	Aaron Church, Rowan County Manager						
FROM: Micah Ennis, Director							
DEPT:							
DATE:	6/6/2022						
SUBJECT:	The Masonic Home for Children at Oxford, Inc.						
PURPOSE O	OF CONTRACT:						
This vendo	r provides therapeutic foster care for children in the custody of RCDSS.						
	CONTRACT CERTIFICATION						
By submit	tting this memorandum, I agree that I have:						
1. Read a	and understand the terms of the contract.						
2. To the	best of my knowledge the terms, amount and activities surrounding						
	act are compliant with North Carolina General Statutes, the Rowan						
	urchasing Policy and any applicable regulations.						
	secured and attached in MUNIS the Certificate of Insurance.						
J. Thave	secured and attached in Moras the certificate of modrance.						
-2	1-18/2077						
Signature	of Director DATE						

Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and The Masonic Home for Children at Oxford, Inc (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or <u>Social Security Number</u> is 56-0603924 and DUNS Number (required if funding from a federal funding source).

1.	Contract Documents: This Contract consists of the following documents:
	(1) This contract
	(2) The General Terms and Conditions (Attachment A)
	(3) The Scope of Work, description of services, and rate (Attachment B)
	(4) Combined Federal Certifications (Attachment C)
	(5) Conflict of Interest Policy (Attachment D)
	(6) No Overdue Taxes (Attachment E)
	(7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
	(8) Certification of Transportation (Attachment J)
	(9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
	(10)Certain Reporting and Auditing Requirements (Attachment L)
	(11)State Certification (Attachment M)
	(12) Attachment N - Non-Discrimination, Clean Air, Clean Water
	(16) 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.
•	Effective Barlady. This contract shall be effective an7/1/2022 and shall terminate an 6/20/2022
э.	Effective Period: This contract shall be effective on7/1/2022 and shall terminate on 6/30/2023, This contract must be twelve months or less.
	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 \$ 240,000.00.
	This amount consists of \$\\$ in Federal funds (CFDA #), \$\\$ in State Funds, \$\\$ in County funds
	□ a. There are no matching requirements from the Contractor.
	b. The Contractor's matching requirement is \$, which shall consist of:
	☐ In-kind ☐ Cash
	☐ Cash and In-kind ☐ Cash and/or In-kind
	The contributions from the Contractor shall be sourced from non-federal funds.
T	the total contract amount including any Contractor match shall not exceed \$240,000.00.
	The second state of the second state of the second state of the second s

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

6. Reversion of Funds:

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 I	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
County Mailing Address	Micah M. Ennis, Director Rowan 1813 East Innes Street Salisbury NC 28146	Name & Title Micah M. Ennis, Director County Rowan Street Address 1813 East Innes Street City, State, Zip Salisbury NC 28146
Telephone Fax Email	704.216.8422 704.638.3041 Micah.Ennis@rowancountync.gov	

For the Contractor:

IF DELIVERED E	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS			
Name & Title Company Name Oxford, Inc	Amy Still, Program Director The Masonic Home for Children at	Name & Title Company Name Oxford, Inc	Amy Still, Program Director The Masonic Home for Children at		
Mailing Address City State Zip	600 College Street Oxford, NC 27565	Street Address	600 College Street Oxford, NC 27565		
Telephone Fax Email	919-693-5111 919-693-2479 kotis@mhc-oxford.org				

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (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:

(can be delted if not needed)

15. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the

terms of this agreement.	it that they are authorized to bind their principals to the
The Contractor and the County have executed this contract in dupli party.) 1
Signature Otis	Administrator
Printed Name	Title
COUNTY	6/8/2022
Signature (must be legally authorized to sign contracts for Co	ounty DSS) Date
Miah Ennis	Director
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

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 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. 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, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

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

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.

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.

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.

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.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's 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.

The Masonic Home for Children at Oxford, Inc During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

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 County. 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. 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.

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 Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, 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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

The Masonic Home for Children at Oxford, Inc or phrase shall be read to include the plural and vice versa.

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 published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 56-0603924 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: The Masonic Home for Children at Oxford, Inc
- 2. If different from Contract Administrator Information in General Contract:

Address

Te	lephone Num	iber:	Fax Number	: Email:	
3.	Name of Pro	gram (s):			
4.	Status:	Public	⊠ Priva	ate, Not for Profit	Private, For Profit
5.	Contractor's	Financial Re	porting Year	January through	December
B.	Explanation	of Services t	o be provided	and to whom (inc	lude SIS Service Code):

See MUTUAL AGREEMENT SECTION

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

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates					
	Age 0-5	Age 6-12	Age 13+			
Foster Care Therapeutic Foster Care	\$514	\$654	\$698			
Residential Treatment (Level 2)						
Child Placing Agency	\$1,472	\$1,637	\$1,702			
Residential Child Caring Institution	\$4,318	\$4,510	\$4,580			
Standard Board and Treatment Rates	Dai					
	Board	Treatment*				
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88				
Residential Treatment Level 3, 5+ beds	\$33	\$189.75				
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71				
Residential Treatment Level 4, 5+ beds	\$40	\$315.71				

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 2. Share all information needed to ensure a good match/appropriate placement.
- Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Provide Services:

- Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs.
 Within reason and to be negotiated as needed, provide for personal hygiene items, school
 supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.

- For placements involving mental health treatment (Levels 2-4, PRTF), provide case
 management including development and maintenance of Person-Centered Plan and oversee
 requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
- When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- Attend court hearings and provide information to the court as needed. If attendance is not
 feasible, review report prior to court. Private Partner should provide a written summary to the
 court regarding each child's progress.
- Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- 11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- 12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

- Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - Medicaid card.
 - Documentation of custody.
 - Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - i. Visitation agreement (if applicable).
 - Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - 1. Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

- Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
- Conduct in-person visits with each child at least once a month in the placement provider's home.
- Monitor and assure implementation of all aspects of a child's treatment plan, including courtordered visitation by parent/guardian.
- Enroll/withdraw the child in school.
- Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.

- 2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
- Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
- 4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
- Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
- Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
- 8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
- 9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

(Date Submitted)

(Signature of Contractor)

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- [Check the applicable statement]
 - [] He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Masonic Home for Children at Oxford

Contractor Name

Signature

ninistrator

Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. 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.

II. Certification Regarding Drug-Free Workplace Requirements

- The Contractor certifies that it will provide a drug-free workplace by:
 - 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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 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:
 - i. Abide by the terms of the statement; and

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- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) 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)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - 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;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

City, State, Zip Code	Oxford	NC	27565
Street			

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 that contain provisions for children's services and that all subgrantees shall certify accordingly.

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- By signing and submitting this document, 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 originate may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant will provide immediate written notice to the person to whom this 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, 45 CFR Part 76. You may contact the person to whom 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 document that it will include the 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 by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

The Masonic Home for Children at Oxford, Inc.

- 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

- The prospective lower tier participant certifies, by submission of this document, 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.
- 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.

V. Certification Regarding Lobbying

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

- 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- 1. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503



THE MASONIC HOME FOR CHILDREN AT OXFORD Growing Hearts, Brighter Futures

600 College Street • Oxford, NC 27565-2728 • 919-693-5111 • FAX 919-693-2479 • www.mhc-oxford.org

Conflict of Interest Policy

The Board of Directors of The Masonic Home for Children at Oxford, Inc. (hereinafter referred to as The Home) has adopted this conflict of interest policy to enhance proper operations of The Home.

The members of the Board of Directors and any management employees of The Home shall avoid conflicts of interest and any conduct which may suggest the appearance of impropriety in any transactions with The Home. No member of the Board of Directors, officer, committee member, or employee of The Home shall engage in any personal business dealings with The Home, including, but not limited to, the purchase or receipt of any Masonic Home property or the entering into contracts with The Home, except in case of open and competitive bidding on the same. No special preference shall be given to Board members or staff in accepting applications for admission to or service by The Home. Family members or relatives of members of the Board of Directors or staff of The Home are prohibited from employment with The Home in any position in which the Board member or staff member has any influence in the supervision, evaluation, promotion, or pay decisions as they relate to that position. No board member or employee or relative of either shall receive preferential treatment, consideration, or benefit with regards to admissions, recognition, or compensation as a result of a charitable gift to The Home and all parties involved in the charitable act must abide strictly by the ethical standards of fundraising and donor bill of rights adopted and followed by The Home.

If a potential conflict of interest arises, the board member or management employee must disclose the potential conflict to the Board of Directors. Further, the board member or management employee shall not vote on nor participate in the solicitation, negotiation, formation, award, arbitration, modification, or settlement of any contract or grant involving any funds or property of The Home or any dispute arising under such contract or grant when the board member or management employee stands to benefit, either directly or indirectly, from such contract or grant.

A board member or management employee is not deemed to benefit directly or indirectly from a contract or grant involving any funds or property of The Home if he or she receives only the salary or stipend due to him or her in the normal course of employment with or service to The Home.

All Board members and employees shall be informed of and be bound by this policy.

I certify that I understand the Conflict of Interest Policy of the Masonic Home for Children at Oxford, Inc.

Name

Witness

ALLI

Date

5/12/2

Date

CWLA

CUA

The Masonic Home for Children at Oxford, Inc Conflict of Interest Policy Example

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;
 - 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.

The Masonic Home for Children at Oxford, Inc.

- G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:
 - 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.
 - 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:						
##C	ontractorName##					
	Name of Organization					
_	Signature of Organization Official					
_	Date					



Exhibit - Overdue Tax Letter

OVERDUE TAXES

600 College Street • Oxford, NC 27565-2728 • 919-693-5111 • FAX 919-693-2479 • www.mhc-oxford.org

THE MASONIC & HOME FOR CHILDREN AT OXFORD Growing Hearts, Brighter Futures

05/10/2022

To:

Rowan County

Certification:

We certify that The Masonic Home for Children at Oxford, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. We further understand that any person who makes a false Statement in violation of N.C.G.S. 143C-6-23 c is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1b.

Sworn Statement:

Kevin C. Otis and LuAnne F. Clark being duly sworn, say that we are Administrator/President and Chief Financial Officer, respectively, of The Masonic Home for Children at Oxford, Inc. of Oxford in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for Turiner action.

Kevin C. Otis

Julinn & Clark

LuAnne F. Clark

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

(Notary Signature and Seal)

My Commission Expires: 0911012020

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









ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

- Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
- 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;
- 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;
- 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 Rowan 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)
- Contractor will maintain records documenting the following (County may require contractor to provide):
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8.	Disclosing, at the outset of the contract, upon renewal and upon request, any criminal
	convictions or other reasons for disqualifications from participation in Medicare,
	Medicaid of Title XX programs (signature on this form confirms this statement).
	Indicate the second of the sec

Signature

Title

OKTURE

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service Exempt Organizations Determinations P.O. Box 2508 Cincinnati, OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter-64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/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

- 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
- (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:	Masonic Ho	me for Childr	en at Oxford
Contractor's Authorized Agent:	Signature /	to .	Date 5/12/2032
	Printed Name Kevin	Otis Title	Administrator
Witness:	Signature UNUV	ttt	Date 5-12-22
	Printed Name AMUS	till Title	Program Director

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

Rowan 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.
- 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.
- 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

Agency/Organization

Title

(Certification signature should be same as Contract signature.)

APASSMORE

500,000

500,000

500,000

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/10/2022

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

If	PORTANT: If the certificate holds SUBROGATION IS WAIVED, subjections of the subjection of the subjecti	ct to the	terms and conditions of the	e policy, certain	policies may				
PRO	DUCER		CO	ONTACT AME:					
Hood Hargett & Associates, Inc. PO Box 30127 Charlotte, NC 28230				HONE JC, No. Ext): (704) 3	74-1863	FAX (A/C, No):	(704	704) 374-9403	
				E-MAIL ADDRESS:					
				INSURER(S) AFFORDING COVERAGE					
			IN	INSURER A : Hanover Insurance Company					
INSURED			IN	SURER B : Allmeri	ca Financia	I Benefit Insurance		41840	
	The Masonic Home for Chil	dren at Ox	oford Inc.	SURER C : StoneV	lood Insura	ance Company		11828	
	600 College St		IN	SURER D :					
	Oxford, NC 27565-2758		IN	INSURER E :					
			IN	SURER F:					
CO	VERAGES CEI	RTIFICATE	E NUMBER:			REVISION NUMBER:			
	ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH TYPE OF INSURANCE		LIMITS SHOWN MAY HAVE BE				3117	L THE TERMS,	
Α	X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000	
	CLAIMS-MADE X OCCUR		ZZ6D90444800	6D90444800 5/1/2022	5/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	5	100,000	
						MED EXP (Any one person)	5	10,000	
						PERSONAL & ADV INJURY	\$	1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE	\$	2,000,000	
	POLICY X PRO: X LOC					PRODUCTS - COMP/OP AGG	\$	1,000,000	
	OTHER					IN THE RESERVE AND ADDRESS.	5		
В	AUTOMOBILE LIABILITY				97.00	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
	X ANY AUTO		AW6D904683	5/1/2022	5/1/2023	BODILY INJURY (Per person)	5		
	OWNED AUTOS ONLY X SCHEDULED AUTOS ONLY X NON-OWNED AUTOS ONLY			13/47		BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	5		
	AU 35 ONLY						5	U-3/-2	
Α	X UMBRELLA LIAB X OCCUR		La Carte Varia			EACH OCCURRENCE	s	6,000,000	
	EXCESS LIAB CLAIMS-MAD	E	UH6D904449	5/1/2022	5/1/2023	AGGREGATE	5	6,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WC1000009394

ZZ6D90444800

ZZ6D90444800

CERTIFICATE HOLDER	CANCELLATION
Informational only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE AND P. FARRY

5/1/2022

5/1/2022

5/1/2022

5/1/2023

5/1/2023

5/1/2023

DED X RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)

yes, describe under ESCRIPTION OF OPERATIONS below

Professional Liab. Abuse/Molest Liab. STATUTE

E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE

1,000,000/2,000,000

1,000,000/2,000,000

DGDEN UT 84201-0038

In reply refer to: 0441962754 Jan. 24, 2018 LTR 147C 0 56-0603924 000000 00

00002964

BODC: TE

MASONIC HOME FOR CHILDREN AT OXFORD 600 COLLEGE ST OXFORD NC 27565-2717



019672

Employer identification number: 56-0603924

Dear Taxpayer:

Thank you for your inquiry of Jan. 12, 2018.

Your employer identification number (EIN) is 56-0603924. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call 800-829-4933.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone	number	()	Hours	
Telephone	number	()	Hours	

Keep a copy of this letter for your records.

Thank you for your cooperation.

Jan. 24, 2018 LTR 147C 0 56-0603924 000000 00 00002965

MASONIC HOME FOR CHILDREN AT OXFORD 600 COLLEGE ST OXFORD NC 27565-2717

Sincerely yours,

John Weaver

Program Manager, AM OPS 2

Enclosures: Copy of this letter

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

				to not leave this line blank	ς.								
	The Masonic Home for Children at Oxford, Inc. 2 Business name/disregarded entity name, if different from above												
3 Check approfollowing sev	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one following seven boxes.						e of the 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):						
5 Individual single-me	Individual/sole proprietor or C Corporation S Corporation Partnership Trust/e single-member LLC							t/estate Exempt payee code (if any)					
Note: Ch	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P= Note: Check the appropriate box in the line above for the tax classification of the single-men LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unle another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise						is	Exemption from FATCA reporting					
Other (see	is disregarded from the owner should check the appropriate box for the tax classification of its owne Other (see instructions) Non-profit Corporation							(Applies to accounts maintained outside					the U.S.
5 Address (nur	ber, street, and apt	оогрогиион	Requester	's na	me ar	nd add	dress (or	tiona	Ŋ				
600 College	Street												
6 City, state, a					7								
Oxford, NC	27565												
7 List account	number(s) here (option	onal)											
Part I Tax	naver Identific	cation Number	(TIN)		_	_				-	_	_	
The second named in column 2 is not a se				me given on line 1 to a	void 5	Socia	secu	urity r	umber				
ackup withholding.	For individuals, th	is is generally your	social security nur	mber (SSN). However,	for a	T	T						
				Part I, later. For other number, see How to g				-		-	27		
IN, later.	ployer identification	arridinger (Elia). If y	ou do not nave a	number, ace now to g	0	r		-		-			
ote: If the account	is in more than on	e name, see the ins	tructions for line	1. Also see What Name	e and	mple	oyer i	er identification number					
lumber To Give the	Requester for guld	delines on whose nu	imber to enter.					-			4		1
					3	5 6	-	0	6 0	3	9	2	4
Part II Cer	ification												
Under penalties of p	erjury, I certify tha	t:											
2. I am not subject to	backup withhold am subject to ba	ling because: (a) I an ackup withholding as	m exempt from ba	ber (or I am waiting fo sckup withholding, or (are to report all interest	b) I have no	t bee	en no	tified	by the	Inter			
		son (defined below);	and										
				pt from FATCA report	ing is corre	ct.							
Certification instruction have falled to repart acquisition or abando	ions. You must cre ort all interest and nment of secured p	oss out item 2 above dividends on your tax property, cancellation	if you have been not return. For real estantion of debt, contribut	notified by the IRS that y state transactions, item tions to an individual ret but you must provide yo	you are curre 2 does not tirement arra	ently apply anger	. For	mort (IRA),	gage in and ge	teres neral	t pai	d, aym	ents
Sign Signature U.S. pers		wanne	1 ACLa	rk	Date ▶	51	10	12	2				
General Ins	tructions			• Form 1099-DIV (cfunds)	dividends, i	naluc	ding t	hose	from s	tocks	orı	muti	ıal
Section references a noted.	re to the Internal F	 Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) 											
tuture developments. For the latest information about developments elated to Form W-9 and its instructions, such as legislation enacted fiter they were published, go to www.irs.gov/FormW9 .			 Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) 										
		Form 1099-S (proceeds from real estate transactions)											
	y (Form W-9 requi	ester) who is require		 Form 1099-K (merchant card and third party network transactions) Form 1098 (home mortgage interest), 1098-E (student loan interest) 									
information return with the IRS must obtain your correct taxpayer dentification number (TIN) which may be your social security number SSN), individual taxpayer identification number (ITIN), adoption				1098-T (tuition) • Form 1099-C (ca	nceled deb	t)							
				• Form 1099-A (acc			donn	nent	of secur	ed n	rope	rtvi	
axpayer identification number (ATIN), or employer identification number EIN), to report on an information return the amount paid to you, or other mount reportable on an information return. Examples of information			Use Form W-9 o alien), to provide y	nly if you ar	eal					11/3	100	nt	
sturns include, but are not limited to, the following. Form 1099-INT (interest earned or paid)				If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,									

later.

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 06/20/22

SUBJECT: Contract - Bayada Home Health Care, Inc for DSS

Department of Social Services would like to enter into a contract with Bayada Home Health Care, Inc. to provide in-home aide services to eligible and referred Rowan County citizens. The contract will be for July 1, 2022- June 30, 2023 and will not exceed \$313,302.

Attached is the proposed contract with Bayada Home Health Care, Inc.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Bayada Home Health Care, Inc. to provide in-home aide services to eligible and referred Rowan County citizens in an amount not to exceed \$313,302.

ATTACHMENTS:

Description Upload Date Type

Contract - Bayada Home Health Care, Inc. 6/43/2022 Contract - Bayada Home Health Care, Inc. 6/43/2022

for DSS Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

10:	Aaron Church, Rowan County Manager	
FROM:	Micah Ennis, Director	
DEPT:	Social Services	
DATE:	6/2/2022	
SUBJECT:	Bayada Home Health Care, Inc.	
PURPOSE C	OF CONTRACT:	
This vendo	or provides in-home aide services to eligible and ref	erred Rowan County citizens
	CONTRACT CERTIFICATION	V
		_
	itting this memorandum, I agree that I have	
2. To the	itting this memorandum, I agree that I have and understand the terms of the contract.	
	마음 마루얼마 그 아이들이 되었다면 하다 하나 아니라 하다 하다 하다 생생이 있다. 이 네 네네트	
this contr	and understand the terms of the contract.	nd activities surrounding
	and understand the terms of the contract. best of my knowledge the terms, amount a ract are compliant with North Carolina Gene	nd activities surrounding eral Statutes, the Rowan
County Pu	and understand the terms of the contract. best of my knowledge the terms, amount a ract are compliant with North Carolina Gene Purchasing Policy and any applicable regulat	nd activities surrounding eral Statutes, the Rowan ions.
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Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and BAYADA Home Health Care, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or <u>Social Security Number</u> is 23-1943113 and DUNS Number (required if funding from a federal funding source). 07-554-4478

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) Combined Federal Certifications (Attachment C)
	(5) Conflict of Interest Policy (Attachment D)
	(6) No Overdue Taxes (Attachment E)
	(7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
	(8) Certification of Transportation (Attachment J)
	(9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf (10)Certain Reporting and Auditing Requirements (Attachment L)
	(11)State Certification (Attachment M)
	(12)Attachment N - Non-Discrimination, Clean Air, Clean Water
	(16) 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 on7/1/2022 and shall terminate on 6/30/2023, 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 \$ 313,302.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds
	☑ a. There are no matching requirements from the Contractor.
	 □ b. The Contractor's matching requirement is \$ □ In-kind □ Cash
	☐ Cash and In-kind ☐ Cash and/or In-kind
Т	The contributions from the Contractor shall be sourced from non-federal funds. he total contract amount including any Contractor match shall not exceed \$313,302.00.
6.	Reversion of Funds:
27	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 I	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
County Mailing Address	Micah M. Ennis, Director Rowan 1813 East Innes Street Salisbury NC 28146	Name & Title Micah M. Ennis, Director County Rowan Street Address 1813 East Innes Street City, State, Zip Salisbury NC 28146
Telephone Fax Email	704.216.8422 704.638.3041 Micah.Ennis@rowancountync.gov	

For the Contractor:

IF DELIVERED E	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS			
Name & Title Company Name Mailing Address City State Zip	Amy Brecher BAYADA Home Health Care, Inc. 107 Dorsett Dr. Suite C Salisbury, NC 28144	Company Name Street Address	Amy Brecher BAYADA Home Health Care, Inc. 107 Dorsett Dr. Suite C Salisbury, NC 28144		
Telephone Fax Email	704-797-8000 704-797-8899 abrecher@bayada.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:

(can be delted if not needed)

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 duplicate originals, with one original being retained by each party.

Signature Bucher	04 28 2022 Date
Amy Brecher Printed Name	Associate Director
COUNTY	6/8/2022
Signature (must be legally authorized to sign contra Micah Enris Printed Name	Date Directs Title
This instrument has been pre-audited in the manner requ	ired by the Local Government Budget and Fiscal Control Act.
Signature of County Finance Officer	Date

Relationships of the Parties

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

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

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check 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. 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, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

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

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.

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.

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.

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.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's 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.

BAYADA Home Health Care, Inc.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

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 County. 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. 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.

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 Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, 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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

BAYADA Home Health Care, Inc.

or phrase shall be read to include the plural and vice versa.

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 published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 23-1943113 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: BAYADA Home Health Care, Inc.
- 2. If different from Contract Administrator Information in General Contract:

Address

Telephone N	umber:	Fax Number:	Email:	
3. Name of I	Program (s):			
4. Status:	Public Public	Private, N	ot for Profit	Private, For Profit
5. Contracto	r's Financial Re	porting Year Janu	ary through	December

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

Service Code	Level	Description
041	Level I	Home Management
042	Level II	Personal Care
045	Level III	Personal Care

For purposes of this contract, In-Home Aide services are to be provided by the County department to those persons who are determined eligible and who have been formally referred for the services. In general, In-Home Aide services may be defined as the provision of care for persons by performing home management and/or personal care tasks that are essential to the activities of daily living. Such tasks are performed to enable individuals to remain in their own homes when they are unable to carry out these activities for themselves and when no responsible person is available for these tasks. The definition for In-Home Aide services, found in the Family Services Manual Volume VII, Chapter VIII, is quoted from the Administrative Procedures Act Regulation (10NCAC 35 E. 0312).

Specific tasks that may be provided by In-Home Aide workers are defined according to the level of the task and the supervision and training requirements. There are two categories of tasks:

- Home Management which includes tasks related to maintaining the home, shopping for and preparing meals, and providing essential transportation for the client, and
- 2. Personal Care which includes tasks related to physical care and feeding of clients.

A detailed accounting of these tasks is found in Appendix A, Volume VII, Chapter VIII – In-Home Aide Services. For purposes of this contract it should be understood that Personal Care tasks will be provided in the Level II standards; Home Management tasks will be provided at the Level I standard.

See G. Mutual Agreement for Additional Details

- C. Rate per unit of Service (define the unit):
 - 1. If Standard Fixed Rate, Maximum Allowable.
 - 2. Negotiated County Rate.

\$24.00 per 1-hour unit for level I \$26.00 per 1-hour unit for level II \$28.00 per 1-hour unit for level III

D. Number of units to be provided: There is no established number to be provided but up to available funding. Reimbursement will be based on the above hourly rate up to a maximum of \$80,000.00 SSBG funding plus \$233,302.00 HCCBG funding. Payments will cease once this fiscal year maximum is reached. The maximum payment of \$313,302.00 reflects the Department's total available funding for all In-Home Aide services and will be spread among all the Contractors contracted by the Department for this service.

E. Details of Billing process and Time Frames; Expenditures

Authorization for the provision and payment of In-Home Aide services is done through the use of the Form 5027 or the DAAS 101, which serves to establish the eligibility of each client, the date that services begin and end, and the amount of any fees, if applicable. These forms must be maintained by the administering agency at all times. In addition to the above information, this form serves as an audit trail.

The Provider will report expenditures monthly to the County Department in accordance with policy set forth by the Controller's Office, Division of Social Services, issued via the Fiscal Manual. Expenditures are to be reported on the DSS Monthly Report of Service Delivery (Form DSS-1571, Part IV) and or the Division of Aging's Aging Resource Management Systems (ARMS). Reimbursement for In-Home Aide Services should be requested monthly by use of the Form DSS-1571 which is to include a listing of the clients served, the hours of services delivered and the cost incurred during the reporting month. This report should be received in the Department of Social Services by the fifth (5th) working day of the month following receipt of the services except for the month of June. In June, this report should be received by the Department of Social Services by 5pm on July 1st or the 1st working day of July. Reimbursement by check will be made by the fifteenth (15th) working day of the month in which the report is received.

Consumer Contributions

The County Department of Social Services will collect any contributions made by the clients. The service(s) under contract with the Contractor are services for which Consumer Contributions may be assessed. Policy regarding Consumer Contribution requirements and collection of contributions is contained in Family Services Manual,

Volume VI, Chapter III. If a client is to make a contribution, the County Department will arrange with the client how that contribution will be collected.

Reporting for the Statewide Services Information System (SIS)

On the monthly report of Service Delivery (DSS Form 1571 Part IV), the units reported defined Column 12 of the 1571 Part IV are the units of service defined in Column 5 of 1.C of this attachment. Service definition and reporting instructions are found in Family Services Manual, Vol. VII, Chapter VIII.

E. Area to be served/Delivery site(s): Rowan County

G. MUTUAL AGREEMENT

Contractor Responsibilities

Following the Memorandum to Licensed Home Care Agencies on August 31, 2015 from the NC Department of Health and Human Services, Division of Health Service Regulation, the Contractor is responsible for ensuring the RN assesses the client, develops the plan of care, validates competency of the listed nurse aide, supervises the delivery of services provided by the listed nurse aide in accordance with the NC Nurse Practice Act and G.S. 90-171.30.

It is important that all assessments completed by the licensed home care agencies address physical health, ADL functioning, IADL functions, social support status, mental/emotional functions, economic function, and environmental status in accordance with home care licensing rules 10ANCAC 13J.1402(2) and In-Home Aide Policies and Procedures Section V, A3.

Contractor is responsible for assuring that the program is provided in accordance with policy and standards as established by the North Carolina Division of Social Services, and as recorded in the Family Services Manual, Volume VII, Chapter VIII. Contractor is responsible for the hiring of competent workers, for their assignments to clients, and for their supervision and training. The Contractor is also responsible for all financial employment obligations to the In-Home Aide workers. Sub-contracting with an individual for service provision is prohibited.

To ensure that the North Carolina State Standards and policies are adhered to, Contractor may go to:

http://www.ncdhhs.gov/aging/manual/ncfast/In-HomeAideManual.pdf or https://files.nc.gov/ncdhhs/documents/files/In-HomeAide_Policies_and_Procedures.pdf

Supervision

It is the responsibility of the Contractor to assure that adequate supervision is provided to all aides. In order to ensure quality work performance the contractor must:

Determine which aide is most appropriate to serve a particular client.

Assure that a backup person (aide) is competent to perform the necessary tasks.

- 2. Assign tasks and give specific instructions to the aide. Tasks assigned are derived from the client's service plan, which is provided by County Department staff.
- 3. Provide ongoing support and task supervision.
- 4. Observe and evaluate the aide's performance.
- Conduct or arrange for necessary training. The required competencies and the recommended training hours for Levels I and II are outlined in the appendix A and C.
- Provide to the Rowan County Department of Social Services, as soon as possible, all information regarding significant environmental or health changes in the client's situation or living arrangements.
- Assure that a backup person (aide) is available and assigned to replace any
 regularly assigned employee who is unable to report to the client's home to carry
 on the designated tasks, and if a backup cannot be assigned to notify the
 Department promptly.
- Verify that the aide is actually on site at the place of care as required by the inhome aide service plan and that they have arrived and left in the timely manner required by the plan.
- 9. New referrals must be staffed within five days, an initial nursing visit must be made within three days of receiving the referral, and a call to the client to verify the referral must be made within two days of receipt of the referral. The contractor will contact the Department whenever these time frames cannot be met. When the Contractor is unable to respond to a referral within the specified period of time or the accepted referral is delayed or declined for good cause, the county may exercise its option to make the referral to another contractor.
- 10. Assigned aides shall NOT:
 - a. use the client telephone for any personal calls
 - b. receive visitors at the client's home
 - c. use any tobacco products while working in the client home
 - d. personally accept any gifts, remove any supplies from client's home, borrow or lend any equipment, supplies or money, or seek any personal gain from any client
 - e. falsify time or activity reports
 - f. release any confidential information.
 - g. be under the influence of any illicit drugs or alcohol either in the client's home or on their property or while performing assigned duties on behalf of the client.
 - sell or manufacture or partake of any illicit drugs or alcohol while in the client's home or on their property or while performing assigned duties on behalf of the client.
 - disobey any traffic rules/regulations whenever the client is a passenger in their vehicle.
- 11. The Contractor must provide a Supervisor to observe the aide performing tasks for the client. Supervisory home visits must be made as outlined in Appendix A of the Family Services Manual and based upon the level of the tasks being performed by the aide for each individual client. This includes contact with the aide within the first calendar week of an assignment and quarterly on-site visits.

For level II, the supervisor will also have contact with both the aide and client in each of the two intervening months of the quarter to ensure appropriate service provision. For purposes of this contract, Supervision may be provided by an appropriate trained paraprofessional, nurse, social worker, registered nurse or other appropriate professional. If a paraprofessional is used, that individual must be supervised by a professional. To determine the appropriate level of In-Home Aide Services needed, consultation with a RN is required for level II clients receiving personal care tasks if the client's personal care needs have increased due to changes in a medically related problem.

- 12. If an active client is approved for full Medicaid, Contractor agrees to provide personal care services in lieu of in-home aide services if requested by the County Department and if staffing is available for the hours needed.
- 13. The Contractor is responsible for notifying the County Department of all changes in ADLs, IADLs, hospitalizations, placements in other care facilities, and changes in caregivers, or an absence of caregivers which exceeds three consecutive days.
- 14. A monthly management meeting will be held with the county DSS to discuss operational procedures and conditions or changes or difficulties being observed or experienced in the client caseload.
- 15. Documentation-The Contractor must maintain a report for each In-Home Services Aide which includes:
 - A record of all competencies completed by the aide and the related level of service the aide is able to perform.
 - b. A record of supervision.
- 16. Competency Requirements and Training-The Contractor must guarantee that each aide has been sufficiently trained to meet the competency requirements for the level of service that person is performing. The aide must pass the competency test and must demonstrate his/her level of competency. This level of competency must be documented in the aide's record before the aide may work independently. The required competencies and the recommended training hours for Levels I and II are outlined in Appendix A of the Family Services Manual, Volume VII, Chapter VIII.

Financial Employment Obligations

In-Home Services Aides are subject to the North Carolina Wage and Hour Act for minimum wage. The Contractor must assure that money is available to cover all wages and employer's share of all appropriate taxes, fringes, transportation and benefits for all worker hours specified in the total In-Home Service Agreements.

Record Retention

The Contractor agrees to retain all books, records and other documents relevant to this agreement for seven (7) years after final payment or until all audits continued beyond this period are completed. Federal auditors and any persons authorized by the Division of Aging and Adult Services or the County Department shall have the right to examine any of these materials. In the event the Contractor dissolves or otherwise goes out of existence, records produced under this agreement will be turned over to the County Department. In the event that DSS dissolves its contract with the Contractor, the

Contractor agrees to grant access to DSS of above records and documents relevant to the contract period for seven (7) years after final payment or until all audits continued beyond this period are completed. All HIPAA medical information is retained for seven (7) years.

The Contractor also agrees to:

- Provide the service(s) stipulated in this agreement in accordance with applicable standards for the service(s).
- 2. Furnish financial and program data as required to document the basis for the reimbursement rate and to document that applicable standards have been met.
- Keep confidential any information about a client that is shared only among Department and Contractor staff who need to know in order to coordinate, manage, or deliver services to the client.
- Comply with all State licensing standards, all applicable accrediting standards and
 of any other standards or criteria established by the Division of Aging and Adult
 Services to assure quality of services.
- Review and comply with all applicable laws, including those Civil Rights, HIPAA, and Rehabilitation Act prohibitions against discrimination.
 - a. Comply with the terms of Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to Section 504 regulations that prohibit discrimination against handicapped persons in employment and in the operation of programs and activities receiving Federal funds.
 - b. Comply with the terms of Title VI of the Federal Civil Rights Act of 1964 and all requirements imposed by or pursuant to Title VI regulations that prohibit discrimination on the grounds of race, color or national origin.
 - c. Review and keep on file the NCDHHS Title VI Language Access Policy.
 - d. Place the Client's Rights posters in the reception area of the agency.
 - e. Place the How to File a Complaint posters in the reception area of the agency.
 - f. Provide to clients, upon their request and without delay, the U.S. Department of Justice, Civil Rights Division Complaint Forms.
 - g. Provide training and assistance for employees to assure that they understand and carry out expectations regarding compliance.
 - h. Comply with all HIPAA rules and regulations pertaining to DSS clients as set forth by the County Department.
- Comply with all State licensing standards, all applicable accrediting, all requirements imposed by or pursuant to the regulations issued pursuant to that Title.
- 7. Maintain appropriate program records, client case files which document the provision of the agreed upon service(s); and maintain a valid authorization for services (DSS-5027) for each client determined to be eligible by the County Department and authorized by the County Department for service(s) provided under this agreement.
- Accept fiscal responsibility for deviations from the terms of this agreement as a result of acts of the Contractor or any of its officers, employees, agents or representatives.

- 9. Comply with all contract attachments.
- 10. Audit
 - a. The Contractor shall be responsible for compliance with the audit requirements of Department of Health and Human Services federal regulation 45 CFR Part 74, Administration of Grants, or State Administrative Procedures Manual for Federal Block Grant Funds, whichever is applicable. These regulations stipulate that an annual audit be prepared for the fiscal year in which contract funds were received.
 - b. An annual audit is to be performed in accordance with OMB Circular A-110 by an "independent auditor". "Independent Auditor" means either: (a) a state government auditor from the Department of Human Resources or the Department of Administration, Office of the State Auditor; or (b) a certified public accountant. Upon completion of the audit, a copy of the report must be forwarded to the County Department.

County Department Responsibilities

The Department agrees to:

- Determine eligibility of individuals for the service(s) in accordance with Federal and State regulations.
- Notify the Provider on Form DSS-5027, concerning the eligibility of each individual for the services as authorized, and any changes in the individual's eligibility status.
- Pay the Provider for services delivered to eligible individuals under the terms of this agreement in the rate specified in E. below.
- Keep the Contractor informed of all applicable Federal and State laws, regulations, policies and standards governing the service program to which the Contractor must adhere and of any alterations to these.
- 5. Civil Rights Compliance
 - a. Provide to the contracted agency a copy of the Rowan County DSS Language Access Plan;
 - Provide a Client's Rights poster, in both English and Spanish, describing free interpreter services;
 - Provide a How to File a Complaint poster, in both English and Spanish, describing the process to follow to file a complaint;
 - d. Provide U.S. Department of Justice, Civil Rights Division Complaint Forms, in both English and Spanish;
 - e. Provide training and assistance to the contracted Agency Director or designee.
- 6. Provide the Contractor information regarding the individual client's current Adult Day Care service needs as represented on their Individual Service Plan, developed by the County Department Social Worker in cooperation with the client and with input from the Contractor, as appropriate.
- Provide the Contractor information on those clients participating in Consumer Contributions and the amount of those contributions.

Accept fiscal responsibility for deviations from the terms of this Contract as a
result of acts of the Department or any of its officers, employees, agents or
representatives.

Each party hereto agrees to be responsible for its own liabilities, that of its officers, employees, agents or representatives arising out of this agreement.

(Signature of County Authorized Person)

(Date Submitted)

(Signature of Contractor)

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke:
 - The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]
 - [] He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature Brecher	Associate Director
Signature	Title
BAYADA Home Health Care, Inc	04 28 2022
Contractor Name	Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. 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.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - 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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 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:
 - i. Abide by the terms of the statement; and

Address

- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) 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)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - 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
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

lo lo	
City, State, Zip Cod	Salisbury, NC 28144
Street	3/

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 that contain provisions for children's services and that all subgrantees shall certify accordingly.

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- 1. By signing and submitting this document, 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 originate may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant will provide immediate written notice to the person to whom this 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, 45 CFR Part 76. You may contact the person to whom 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 document that it will include the 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 by 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

- 1. The prospective lower tier participant certifies, by submission of this document, 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.

V. Certification Regarding Lobbying

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

- 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- 1. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- 5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Type of Federal Action:	2. Status of Federal		3. Report Type:					
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. Bid/offer/app b. Initial Award c. Post-Award	nication i	a. initial filing b. material change For Material Change Only: Year Quarter Date Of Last Report:					
4. Name and Address of Reporting Entity. Prime Subawardee Tier (if known) Congressional District (if known) 6. Federal Department/Agency:		and Address of Congressional District. 7. Federal Program	ct (if known) n Name/Description:					
8. Federal Action Number (if known)		9. Award Amount	(if known) \$					
Name and Address of Lobbying English (if individual, last name, first name) (attach Continuation Sheet(s) SF-LLL-1 Amount of Payment (check all that ap)	A, if necessary)	different fro	Performing Services (including address if orm No. 10a.) (last name, first name, MI): nuation Sheet(s) SF-LLL-A, if necessary) nt (check all that apply):					
\$	actual planned							
Torm of Payment (check all that apply								
Brief Description of Services Performed Member(s) contacted, for Payment In			s, including officer(s), employee(s), or SF-LLL-A, if necessary):					
15. Continuation Sheet(s) SF-LLL-A attac	ched:	☐ Yes	□ No					
16. Information requested through this for title 31 U. S. C. section 1352. This disactivities is a material representation reliance was placed by the tier above was made or entered into. This disclepursuant to 31 U. S. C. 1352. This in reported to the Congress semi-annual available for public inspection. Any public required disclosure shall be subjected to the such \$10,000 and not more the such failure.	sclosure of lobbying of fact upon which when this transaction osure is required formation will be ally and will be erson who fails to file act to a civil penalty of	Print Name:	Date:					
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL					

BAYADA Home Health Care, Inc. CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of	
County Rowan	
that Scirc Ruiz Guaderramma Notary Public for said County and State, certify	
Ams elizabeth brechet personally appeared before me this day and acknowledged	
that he/she is Associate Director of BAYADA Hone Health Care, In ([name of Organization]	2
and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of	of
Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting he	ld
on the 28 day of APril , Zozt.	
Sworn to and subscribed before me this 28 day of APri) , 2027	
Shir Charle Manual But Guada	A Amma
(Official Seal)	/
My Commission expires <u>03-01</u> , 20 <u>27</u>	Marian Park
	•••
Instruction for Organization: Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.	
BAYADA Home Health Care, Lac Name of Organization	
Signature of Organization Official	

Conflict of Interest Policy Example

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;
 - 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:

- 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.
- 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:

##ContractorName## BAYADA Home Health Case, Inc.

Name of Organization

Signature of Organization Official

OH | 28 | 2022

Date



1 West Main Street Moorestown, NJ 08057

856-231-1000 856-231-1955 fax www.bayada.com

Attachment E - No Overdue Tax Debts

April 22, 2022

To: Rowan County Department of Social Services - State Agency Head and Chief Fiscal Officer

Certification:

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

Sworn Statement:

Amy Brecher and David Baiada being duly sworn, say that we are the Director and President, respectively, of BAYADA Home Health Care, Inc. of Salisbury, in state of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Director

President

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

(Notary Signature and Seal)

My Commission

TRACEY A. DERON
Notary Public - State of New Jersey
Expires: Commission # 2381346
My Comm. Expires Jan. 7, 2024

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:

NCGrants@osbm.nc.gov-(919)807-4795

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

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

- Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
- 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;
- 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;
- 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 Rowan 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 Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
- Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (signature on this form confirms this statement).

Signature Associate Director
Title

AYAOA Home Health Care Inc 04/28/2022
Agency/Organization Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service Exempt Organizations Determinations P.O. Box 2508 Cincinnati, OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter 64/Article 2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/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 (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby 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
- (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)
 - (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.
- 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:	BAYADA Hom	e Health Co	are, inc.	
Contractor's Authorized Agent:	Signature Amy U	Brecher	Date 04	128/2022
	Printed Name AMY B	orecher Title	· Associates	Director
Witness:	Signature Healthait	rman	Date 4	28 2022
	Printed Name Heather	arman Title	· Clients Service	Manager

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

Rowan 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.
- 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)

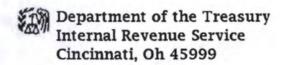
- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction 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 Brecher

Title

BAYADA Home Health Care, Inc. 04/28/2022
Agency/Organization Date

(Certification signature should be same as Contract signature.)



In reply refer to: 0243655986 Mar 22, 2018 LTR 147C 23-1943113

BAYADA HOME HEALTH CARE INC 4300 HADDONFIELD RD EAST BLDG PENNSAUKEN NJ 08109-3376 995

Taxpayer Identification Number: 23-1943113

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of March 22nd, 2018.

Your Employer Identification Number (EIN) is 23-1943113. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Cindy McGill 1000196289 Customer Service Representative

DEPARTMENT OF THE TREASURY

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

Date: AUG 0 5 2019

BAYADA HOME HEALTH CARE INC C/O ARCHER AND GREINER P C FRANCES A MCELHILL ONE CENTENNIAL SQ HADDONFIELD, NJ 08033 Employer Identification Number: 23-1943113 DLN: 17053035381039 Contact Person: JOAN C KISER ID# 31217 Contact Telephone Number: (877) 829-5500 Accounting Period Ending: December 31 Public Charity Status: 509(a)(2) Form 990/990-EZ/990-N Required: Effective Date of Exemption: December 31, 2018 Contribution Deductibility: Yes Addendum Applies: No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at top of this letter that, re required to file Form 990/990-EZ/990-N, our records show you're required o file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

BAYADA HOME HEALTH CARE INC

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

stephen a martin

Director, Exempt Organizations Rulings and Agreements



CERTIFICATE OF LIABILITY INSURANCE

11/1/2022

DATE (MM/DD/YYYY) 10/29/2021

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

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

PRODUCER	LOCKTON COMPANIES	CONTACT NAME:					
	444 W. 47TH STREET, SUITE 900	PHONE FAX (A/C, No, Ext): (A/C, No):					
	KANSAS CITY MO 64112-1906 (816) 960-9000	E-MAIL ADDRESS:					
	(810) 300-3000	INSURER(S) AFFORDING COVERAGE	NAIC#				
		INSURER A: Coverys Specialty Insurance Company	15686				
INSURED	BAYADA HOME HEALTH CARE INC.	INSURER B: Arch Insurance Company					
1080962	4300 Haddonfield Road	INSURER C : Arch Indemnity Insurance Company	30830				
	East Building	INSURER D :					
	Pennsauken NJ 08109	INSURER E :					
		INSURER F :					

COVERAGES BAYNU01 CERTIFICATE NUMBER: 11330466 REVISION NUMBER: XXXXXXX

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

ISR TR	TYPE OF INSURANCE						SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS					
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	N	N	GLOPR2102045	11/1/2021	11/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000								
	X SIR APPLIES						MED EXP (Any one person)	\$ 5,000								
							PERSONAL & ADV INJURY	s 1,000,000								
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000								
Н	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ Included								
	OTHER:							\$								
3	AUTOMOBILE LIABILITY	N	N	41CAB4940114	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000								
	ANY AUTO					-									BODILY INJURY (Per person)	\$ XXXXXXX
	X OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$ XXXXXXX								
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$ XXXXXXX								
			3-1					\$ XXXXXXX								
	UMBRELLA LIAB OCCUR	-		NOT APPLICABLE	111111		EACH OCCURRENCE	\$ XXXXXXX								
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	s XXXXXXX								
	DED RETENTION\$							s XXXXXXX								
3	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	41WCI4939914	11/1/2021	11/1/2022	X PER STATUTE OTH-									
3	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		44WC10502114	11/1/2021	11/1/2022	E.L. EACH ACCIDENT	\$ 1,000,000								
П	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000								
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000								
A PROF LIAB(CLAIMS-MADE POLICY-\$1,000,000 SIR)		N	N	GLOPR2102045	11/1/2021	11/1/2022	\$1,000,000 MEDICAL IN \$3,000,000 ANNUAL AGO									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
11330466 ROWAN COUNTY DEPT OF SOCIAL SERVICES CARLA WHALEY 1813 EAST INNES ST SALISBURY NC 28146	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
SALISBORT INC 20140	AUTHORIZED REPRESENTATIVES JOHN M Agnelle

Form W-9 (Rev. October 2018)

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on yo	our income t	ax return). Name is	required on this line; o	do not leave this line blank.						Т			
	BAYADA Home He													
	2 Business name/disreg	arded entity	name, if different fro	om above										
page 3.	Check appropriate bor following seven boxes		tax classification of	the person whose na	me is entered on line 1. Ch	eck only	one	of the		xemption				
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S	6 City, state, and ZIP co	de												
	Pittsburgh, PA 152	53-5906												
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3. I an	a U.S. citizen or other	U.S. pers	on (defined below); and										
4. The	FATCA code(s) entere	d on this fe	orm (if any) indica	ting that I am exem	pt from FATCA reporting	ng is con	rect.							
you ha	we failed to report all int ition or abandonment of	erest and of secured p	lividends on your to roperty, cancellation	ax return. For real each on of debt, contribut	notified by the IRS that you state transactions, item 2 tions to an individual retir but you must provide you	does no ement a	ot ap	ply. Fo	r mo	tgage in	nter	est pa	id, baym	ents
Sign Here		Ma	tt Lippa	tt		Date ►	A	pril	22,	2022				
Gei	neral Instruc	tions			Form 1099-DIV (di funds)	vidends	inc	luding	thos	e from s	stoc	cks or	mut	ual
Section references are to the Internal Revenue Code unless otherwise noted.					 Form 1099-MISC (various types of Income, prizes, awards, or gross proceeds) 									
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Pur	pose of Form				 Form 1099-K (mer 	chant ca	ard a	and thi	rd pa	rty netv	vorl	c trans	sacti	ons)
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	ver identification number				 Form 1099-A (acqu 								- 7	
(EIN), amou	to report on an informa nt reportable on an info	tion return rmation re	the amount paid turn. Examples of	to you, or other	Use Form W-9 on alien), to provide you	ur correc	t TI	N.						
	s include, but are not li n 1099-INT (interest ea				If you do not retur be subject to backup									

later.

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 06/20/22

SUBJECT: Contract - Northwoods Consulting Partners, Inc. for DSS

Department of Social Services would like to enter into a contract with Northwoods Consulting Partners, Inc. to provide document support service, Compass for DSS. The contract will be for September 1, 2022-August 31, 2023 and will not exceed \$111,839.61.

Attached is the proposed contract with Northwoods Consulting Partners, Inc.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Northwoods Consulting Partners, Inc. to provide document support service, Compass for DSS in an amount not to exceed \$111,839.61.

ATTACHMENTS:

Description Upload Date Type

Contract - Northwoods Consulting Partners, 6/13/2022 Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

10:	Aaron Church, Rowan County Manager
FROM:	Micah Ennis, Director
DEPT:	Social Services
DATE:	6/2/2022
SUBJECT:	Northwoods Consulting Partners
PURPOSE O	F CONTRACT:
This vendor	provides a document support service, Compass, for the agency
	CONTRACT CERTIFICATION
By submit	ting this memorandum, I agree that I have:
-	nd understand the terms of the contract.
	best of my knowledge the terms, amount and activities surrounding
	그리고 하는 그 집에 가장 그리고 있다면 그리고 있다면 하는 것이 되었다면 하는 것이 되었다면 하는 것이 되었다면 하는데 그리고 있다면 하는데 그리고 있다면 하는데 하다 되었다.
	act are compliant with North Carolina General Statutes, the Rowan
	rchasing Policy and any applicable regulations.
3. I have	secured and attached in MUNIS the Certificate of Insurance.

Signature of Director

6/8/2022 DATE



Northwoods Consulting Partners, Inc. 5200 Rings Rd Dublin, Oh 43017

Bill To:

Rowan County Department of Social Services

1813 E Innes St Salisbury, NC 28146-6030 USA Invoice #:

INV-102302

Invoice Date:

8/1/2022

Customer ID:

1072

PO #:

Payment Terms: Net 30

Description	Quantity	Amount
Compass Capture Station Support	6	\$3,761.00
Compass Capture Desktop Support	128	\$23,306.00
Compass People Support	204	\$13,479.00
Compass Forms Support	193	\$42,431.00
Compass Documents Support	197	\$10,416.00
Compass Tasks Support	187	\$11,130.00

Annual Support Renewal - 9/1/2022 - 8/31/2023 (GOLD - Year 2 of 3). Please note that to avoid interruption of your support coverage, payment must be received by Northwoods prior to the expiration of your Annual Support Renewal listed above. Changes to licensing may take up to 30 days to process.

For Questions regarding this invoice:

Email: accountsreceivable@teamnorthwoods.com

Phone: 614.781.7800

For ACH payments, remit to Huntington National Bank, Columbus, Ohio

ABA Number -- 044000024

Account Number - 01891768819

Subtotal	\$104,523.00	
Tax	\$7,316.61	
Payment/Credits	\$0.00	
Total	\$111,839.61	

Electronic Document Management	Vendor	Amount	Account	Reimbursable	Non-Reimb	
Compass Capture Software	Northwoods	0.00	33018-383-576020-100	0.00		
Compass Capture Station Support	Northwoods	3,761.00	33018-310-534030-100	3,761.00	100	
Compass Capture Desktop Support	Northwoods	33,722.00	33018-310-534030-100	33,722.00	10	
Capture Onsite Support	Northwoods	0.00	33018-310-534030-100	0.00		
Professional Services for Capture	Northwoods	0.00	33018-383-532000-100	0.00		
Compass Connect for Print Streams Software	Northwoods	0.00	33018-383-576020-100	0.00		
Compass Connect for Print Streams Support	Northwoods	0.00	33018-310-534030-100	0.00		
Compass Tasks Software	Northwoods	0.00	33018-383-576021-200		0.00	
Compass Tasks Support	Northwoods	11,130.00	33018-310-534031-200		11,130.00	
Compass People Software	Northwoods	0.00	33018-383-576021-200		0.00	
Compass People Support	Northwoods	13,479.00	33018-310-534031-200		13,479.00	
People Onsite Support	Northwoods	0.00	33018-310-534031-200		0.00	
Professional Services for People	Northwoods	0.00	33018-383-532001-200		0.00	
Laserfiche Document Management Software	OneSource	0.00	33018-383-576020-100	0.00		
Compass Connect for Laserfiche Support	OneSource	0.00	33018-310-534030-100	0.00		
Compass Connect for Data Migration Support	OneSource	0.00	33018-310-534031-200		0.00	
Professional Services for Document Management	Northwoods	0.00	33018-383-532000-100	0.00		
Forms Management						
Compass Forms Software	Northwoods	0.00	33018-383-576021-200		0.00	
Compass Forms Support	Northwoods	42,431.00	33018-310-534031-200		42,431.00	
Compass Forms Center Manager Support	Northwoods	0.00	33018-310-534031-200		0.00	
Professional Services for Forms	Northwoods	0.00	33018-383-532001-200		0.00	
Hardware				1	6	
Fujitsu fi-6130C Desktop Scanners	OneSource	0.00	33018-383-576020-100	0.00		
Signature Pads - Backlit CD	OneSource	0.00	33018-383-576020-100	0.00		
Accufax Document Carriers	Northwoods	0.00	33018-383-576020-100	0.00	100	
Professional Services for Hardware	Northwoods	0.00	33018-383-532000-100	0.00		
Total		104,523.00		37,483.00	67,040.00	
Hardware:		0.00		0.00	0.00	0.0
Software/Maintenance:	204 users	s 104,523.00		37,483.00	67,040.00	104,523.0



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/28/2022

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

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

th	is certificate does not confer rights to	the	certif	ficate holder in lieu of s						
PRO	DUCER				NAME:	Andrea A	bouJaoude			
Preferred Insurance Center				PHONE (AC, No, Ext): (419) 678-2326 FAX (A/C, No): (877) 370-8549						
809 W Main Street				ADDRESS: andreaa@preferredinscenter.com						
						INS	URER(S) AFFO	RDING COVERAGE		NAIC#
Coldwater OH 45828				INSURER A: Travelers Property and Casualty Company of America						
INSURED					INSURER B: The Phoenix Insurance Company					
	Northwoods Consulting Partners				INSURER C: Chubb Insurance Company					
	5200 RINGS RD					INSURER D :				
					INSURER E :					
	DUBLIN			OH 43017	INSURE	RF:				
TH IN CI	VERAGES IS IS TO CERTIFY THAT THE POLICIES OF DICATED. NOTWITHSTANDING ANY REQUESTIFICATE MAY BE ISSUED OR MAY PERFOLUSIONS OF SUCH PROCLUSIONS AND CONDITIONS AND CO	INSU	JRANG MENT, THE I	TERM OR CONDITION OF NSURANCE AFFORDED B	ANY CON Y THE PO	TRACT OR OT	NSURED NAM THER DOCUM RIBED HEREIN	ENT WITH RESPECT TO W	HICH TH	
INSR		AUUL	SUBR	POLICY NUMBER	20211110	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	rs	
LIK	COMMERCIAL GENERAL LIABILITY	INSU	WVD	POLICI NOMBER		(MM/DD/TTTT)	(MIM/DD/TTTT)	EACH OCCURRENCE	s	1,000,000
	CLAIMS-MADE X OCCUR						7 × 7	DAMAGE TO RENTED PREMISES (Ea occurrence)	s	300,000
							MED EXP (Any one person)	\$	10,000	
A		Y	Y	12S91869		03/01/2022	03/01/2023	PERSONAL & ADV INJURY	s	1,000,000
H)	GEN'L AGGREGATE LIMIT APPLIES PER:		"	22000000			100000	GENERAL AGGREGATE	s	2,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	s	2,000,000	
	OTHER:								5	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000
	X ANY AUTO	Y	Y	8L296659			03/01/2023	BODILY INJURY (Per person)	\$	
В	OWNED SCHEDULED AUTOS ONLY					03/01/2022		BODILY INJURY (Per accident)	\$	
	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB X OCCUR					11-11-11	17 / Jacob Z	EACH OCCURRENCE	\$	4,000,000
A	EXCESS LIAB CLAIMS-MADE	Y	Y	9M561188		03/01/2022	03/01/2023	AGGREGATE	5	4,000,000
	DED X RETENTIONS 10,000								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER STATUTE OTH-		
A	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		0K292308		03/01/2022	03/01/2023	E.L. EACH ACCIDENT	\$	1,000,000
A	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			UK292308	03/01/2022	03/01/2023	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
				The same of the sa				Occurrence Limit		\$5,000,000
C	Professional / Cyber Liability	Y	Y	D95273233		03/01/2022	03/01/2023	Aggregate Limit		\$5,000,000
DEC	CONTION OF OPERATIONS / CONTIONS / VENICO	FO /	1000	404 444W			ein akana fe ma	Obs. 40		
Ce	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE ristificate holder is listed as additional insured or ogation is included as indicated in the colur	when	requi						ellation.	Waiver of
CEF	RTIFICATE HOLDER				CANC	ELLATION				
Rowan County DSS					ACC	EXPIRATION I DRDANCE WIT	THE POLICE	ESCRIBED POLICIES BE C DF, NOTICE WILL BE DELIV Y PROVISIONS.		
1813 E Innes St				AUTHORIZED REPRESENTATIVE						

Andrea AbouJaoude

Salisbury NC 28146

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 06/20/22

SUBJECT: Contract - Monarch for DSS

Department of Social Services would like to enter into a contract with Monarch to provide therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022- June 30, 2023 and will not exceed \$500,000.

Attached is the proposed contract with Monarch.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Monarch for therapeutic foster care services in an amount not to exceed \$500,000.

ATTACHMENTS:

DescriptionUpload DateTypeContract - Monarch for DSS6/13/2022Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

TO:	Aaron Church, Rowan County Manager					
FROM:	Micah Ennis, Director					
DEPT:	Social Services					
DATE:	6/6/2022					
SUBJECT:	Monarch					
PURPOSE O	F CONTRACT:					
This vendor	provides therapeutic foster care for children in the custody of RCDSS.					
	CONTRACT CERTIFICATION					
By submit	ting this memorandum, I agree that I have:					
1. Read a	nd understand the terms of the contract.					
2. To the h	pest of my knowledge the terms, amount and activities surrounding					
	에 가게 하다 아래를 하게 되었다. 그리고 아무리 나가 있는데 가게 하고 있다. 이 사이를 하는데 하는데 그리고 있는데 그리고 있는데 그리고 있다.					
this contro	act are compliant with North Carolina General Statutes, the Rowan					
this contro County Pu	act are compliant with North Carolina General Statutes, the Rowan archasing Policy and any applicable regulations.					
this contro County Pu	act are compliant with North Carolina General Statutes, the Rowan					
this contro County Pu	act are compliant with North Carolina General Statutes, the Rowan archasing Policy and any applicable regulations.					

Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Monarch (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-1326126 and DUNS Number (required if funding from a federal funding source). 070622592

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

(1) This contract

	 (3) The Scope of Work, description of services, and rate (Attachment B) (4) Combined Federal Certifications (Attachment C) (5) Conflict of Interest Policy (Attachment D)
	 (6) No Overdue Taxes (Attachment E) (7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I) (8) Certification of Transportation (Attachment J)
	(9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf (10)Certain Reporting and Auditing Requirements (Attachment L) (11)State Certification (Attachment M)
	(12)Attachment N - Non-Discrimination, Clean Air, Clean Water (16) 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 on7/1/2022 and shall terminate on 6/30/2023, 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 \$ 500,000.00 This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds
	☑ a. There are no matching requirements from the Contractor.
	 □ b. The Contractor's matching requirement is \$, which shall consist of: □ In-kind
Th	The contributions from the Contractor shall be sourced from non-federal funds. ne total contract amount including any Contractor match shall not exceed \$500,000.00.
Б.	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 I	BY US POSTAL SERVICE	IF DELIVERED	BY ANY OTHER MEANS
County Mailing Address	Micah M. Ennis, Director Rowan 1813 East Innes Street Salisbury NC 28146	County Street Address	Micah M. Ennis, Director Rowan 1813 East Innes Street Salisbury NC 28146
Telephone Fax Email	704.216.8422 704.638.3041 Micah.Ennis@rowancountync.gov		

For the Contractor:

IF DELIVERED E	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS		
Name & Title Manager	Brenda Deberry/Contracts	Name & Title	Brenda Deberry/Contracts Manager	
Company Name	Monarch	Company Name	Monarch	
Mailing Address	350 Pee Dee Avenue		350 Pee Dee Avenue	
City State Zip	Albemarle, NC 28001	City State Zip	Albemarle, NC 28001	
Telephone	704-986-1534			
Fax	866-227-8961			
Email	Lori.Maness@monarchnc.org			

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - · Payment due date
 - Adequacy of documentation supporting payment
 - · Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (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:

(can be delted if not needed)

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 duplicate originals, with one original being retained by each party.

Pur Soules	4/26/12
Signature Trachune fr	Date 13. dent/CEO
Printed Name	Title
COUNTY	1018/2002
Signature (must be legally authorized to sign contracts for County DSS)	Date
Micali Ennis	Director
Printed Name	Title
This instrument has been pre-audited in the manner required by the Local Governme	nt Budget and Fiscal Control Act.
Signature of County Finance Officer	Date

Relationships of the Parties

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

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

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check 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. 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, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

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

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.

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.

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.

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.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's 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.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

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 County. 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. 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.

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 Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, 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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

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 published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B - Scope of Work Federal Tax Id. or SSN 56-1326126 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: Monarch
- 2. If different from Contract Administrator Information in General Contract:

Address

Te	elephone Nu	ımber:	Fax Number:	Email:	
3.	Name of P	rogram (s):			
4.	Status:	Public Public	Private, N	ot for Profit	Private, For Profit
5.	Contractor	's Financial Re	porting Year July	through June	2023
B.	Explanation	on of Services t	to be provided and t	o whom (incl	ude SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): FBC,Outpatient,Medication Management

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates				
	Age 0-5	Age 6-12	Age 13+		
Foster Care	0514	5654	6,000		
Therapeutic Foster Care Residential Treatment (Level 2)	\$514	\$654	\$698		
Child Placing Agency	\$1,472	\$1,637	\$1,702		
Residential Child Caring Institution	\$4,318	\$4,510	\$4,580		
Standard Board and Treatment Rates	Dai				
	Board	Treatment*			
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88			
Residential Treatment Level 3, 5+ beds	\$33	\$189.75			
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71			
Residential Treatment Level 4, 5+ beds	\$40	\$315.71			
*Treatment R	ates set by DMA	and are subject to	change.		

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 2. Share all information needed to ensure a good match/appropriate placement.
- Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Provide Services:

- Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.

- For placements involving mental health treatment (Levels 2-4, PRTF), provide case
 management including development and maintenance of Person-Centered Plan and oversee
 requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- Notify County immediately when a child receives emergency care, is hospitalized, is placed
 in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local
 authorities immediately upon discovering a child is missing.
- 2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- Attend court hearings and provide information to the court as needed. If attendance is not
 feasible, review report prior to court. Private Partner should provide a written summary to the
 court regarding each child's progress.
- Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

- 1. Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - Immunization record.
 - Visitation agreement (if applicable).
 - Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - Any other forms or information required by the Private Partner.

Provide Services:

- Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
- Conduct in-person visits with each child at least once a month in the placement provider's home.
- Monitor and assure implementation of all aspects of a child's treatment plan, including courtordered visitation by parent/guardian.
- 4. Enroll/withdraw the child in school.
- Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.

- If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
- Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
- 4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
- Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
- Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
- 8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
- 9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

(Date Submitted)

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]
 - [] He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

- He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature)

Menarch
Contractor Name

President/CEO
Title

4/28/22

Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. 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.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - 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:
 - The dangers of drug abuse in the workplace;
 - The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 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:
 - i. Abide by the terms of the statement; and

Address

- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) 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)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - 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
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

City, State, Zip Code	Marlotte	NA	28213-8157
Street	Chor pige	,,,,	30273 8737

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 that contain provisions for children's services and that all subgrantees shall certify accordingly.

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- 1. By signing and submitting this document, 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 originate may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant will provide immediate written notice to the person to whom this 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, 45 CFR Part 76. You may contact the person to whom 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 document that it will include the 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 by 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

- The prospective lower tier participant certifies, by submission of this document, 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.
- 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.

V. Certification Regarding Lobbying

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

- I. 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- I. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog
 of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Type of Federal Action:	Status of Federa	Action:	Report Type:		
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. Bid/offer/ap b. Initial Award c. Post-Award	1	a. initial filing b. material change For Material Change Only: Year Quarter Date Of Last Report:		
4. Name and Address of Reporting Prime Subawardee Tier (if known) Congressional District (if known) 6. Federal Department/Agency:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District (if known) 7. Federal Program Name/Description: CFDA Number (if applicable)			
8. Federal Action Number (if known	n)	Award Amount (if known) \$			
Name and Address of Lobb (if individual, last name, first (attach Continuation Sheet(s) S	name, MI):	 b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary) 			
11. Amount of Payment (check all		13. Type of Payment (check all that apply):			
\$	it apply):	b. one-time fee c. commission d. contingent fee e. deferred			
Brief Description of Services Po Member(s) contacted, for Payn			es, including officer(s), employee(s), or) SF-LLL-A, if necessary):		
15. Continuation Sheet(s) SF-LLL-	A attached:	☐ Yes	□ No		
16. Information requested through title 31 U. S. C. section 1352. activities is a material represent reliance was placed by the tier was made or entered into. This pursuant to 31 U. S. C. 1352. reported to the Congress semi-available for public inspection, the required disclosure shall be not less than \$10,000 and not usuch failure.	This disclosure of lobbying tation of fact upon which above when this transaction is disclosure is required. This information will be annually and will be Any person who fails to file is subject to a civil penalty of	Print Name:	Date:		
Federal Use Only			Authorized for Local Reproduction		
			Standard Form - LLL		

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of North Carolina	
county Stanly	-
, Jeanette Wilhelm	, Notary Public for said County and State, certify that
Peggy Terhune pe	rsonally appeared before me this day and acknowledged
that he/she is President CFO	of Monarch [name of Organization]
and by that authority duly given and as the act of t	the Organization, affirmed that the foregoing Conflict of
the 18th day of October, 2018.	tors/Trustees or other governing body in a meeting held on
Sworn to and subscribed before me this	_day of April .2022
Notary Public, North Carolina Stanly County My Commission Expires (Official Seal)	Jeanette H. Welkelm Notary Public
My Commission expires 03 - 23 -	, 20 <u>2</u> 3
	••••••
	adopted by the Board of Directors/Trustees or other with the current adopted conflict of interest policy.
Monarch	
Name of Organization	
Suggest & Gullen	
Signature of Organization Official	

MONARCH Policy and Procedure Manual

PROGRAM: Board	DATE ISSUED/UPDATED: May 1, 1996; January 2002; 10-03-05, 6/15/06, 9/11/08, 12/31/08, 5/17/12, 5/23/12, 3/28/17
SECTION: Board	REGULATORY REFERENCE: 1993 General Assembly legislation (chapter 321, section 16, 1993 session laws)
TOPIC: Conflict of Interest	☐ OPERATIONAL POLICY ☐ BOARD POLICY
POLICY OWNER: CEO	BOARD APPROVED DATE: May 13, 1996, January 2002, 11-3-05, 1-26-09, 5/23/12, 4/28/17, 10/18/18 (If applicable)
SOP: Yes No	FORM: Yes No

POLICY:

For so long as an individual serves on the Board of Directors of Monarch, he or she shall disclose any conflicts which may arise between the board member and the agency.

Potential conflicts include, but are not limited to, the following:

Conflicting Business Interest: A potential or actual conflict of interest occurs whenever a board member's responsibilities with the agency put him or her in a position to influence an agency decision that may result in a personal gain for the board member or someone with whom the board member has a close personal relationship.

Board members shall not participate in the selection, award, or administration of a contract supported by federal and/or state funds if a conflict of interest, real or apparent, would be involved. Conflicts of interest can occur when the board member, any member of his/her immediate family, or an organization that employs or is about to employ any of these has a financial in or personal benefit from the organization receiving the contract.

Conflicting Employment or Consulting Work: A board member's employment or consulting services can create a potential conflict in situations where Monarch may be dealing with the board

member's employer or client, or if the board member accepts employment with or consulting work from a direct competitor of Monarch.

Gifts and Gratuities: A conflict of interest may arise where a board member accept gifts, gratuities, free trips, personal property or other items of value from a person we support, or from any other person or organization as an inducement to advocate on the institution's behalf in any dealings with Monarch. This does not include gifts such as modest Christmas or birthday presents. Board members will neither solicit nor accept gifts, gratuities, free trips, personal property or other items of value from contractors, potential contractors, or parties to sub-agreements, including without limitation those supported by federal and/or state funds.

Where a potential conflict of interest exists, the board member must disclose the conflict to the Chair of the Board of Directors and the agency's CEO. The Executive Committee of the Board and the CEO shall review the potential conflict and determine: (1) if continued service on the Board of Directors is appropriate, and (2) if so, any appropriate precautions that should be taken (e.g., the board member recusing him/herself from certain decisions, etc.)

Should an unexpected conflict arise during a board or committee meeting, a board member shall disclose the conflict immediately and shall not participate in any discussion or vote on any matter where a conflict exists.

Procedure:

- All board members shall complete an annual conflict of interest form.
- Any board member aware of their own or another's potential, actual or perceived conflict of interest will report that to the board, as soon as the person becomes aware of the conflict of interest.
- All board members are responsible for monitoring and enforcing this policy among themselves.
- Failure to identify a potential, actual or perceived conflict of interest may be grounds for dismissal from the board of directors.





State Grant Certification – No Overdue Tax Debt

Date of Certification: April 25, 2022

TO: State Agency Head and Chief Fiscal Officer

Certification:

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

Sworn Statement:

Kara Guerriero and Peggy Terhune, being duly sworn, say that we are the Acting Board Chair and President/Chief Executive Officer, respectively of Monarch of Albemarle, in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Super A Cultur

Board

President Chief Executive Officer

Chair

or is a stanty County

My Commission Expires

barotte A Welholm Commission Expires: 03-22-2023

(Notary Signature and Seal

350 PEE DEE AVENUE, SUITE 101 | ALBEMARLE, North Carolina 28001 | PH (704) 986-1500 | FAX (800) 227-8961

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

- Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
- 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;
- 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;
- 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 Rowan 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)
- Contractor will maintain records documenting the following (County may require contractor to provide):
 - a. Valid current copies of Drivers License for all drivers:
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
- 8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (signature on this form confirms this statement).

Signature President /CEO
Title

Menarch
Agency/Organization

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service Exempt Organizations Determinations P.O. Box 2508 Cincinnati, OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter 64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/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 (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby 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
- (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)
 - (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.
- 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:		
Contractor's Authorized Agent:	Signature Stygy S. delliene	Date 04/27/2022
	Printed Name Deggy Terhune	Title President/OFO
Witness:	Signature Meredith Garcia	Date 04/27/2022
	Printed Name Meredith Garcia	Title Senior Executive Assistant

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

ATTACHMENT N

Rowan 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.

Monarch

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.
- 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.
- 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]

Monarch

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)).

Byggs dulum Pres. dent/CEO
Title

Menarch Agency/Organization Date

(Certification signature should be same as Contract signature.)

MONARCH-01

PCORE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT Peggy Core, AAI, AIS						
First Citizens Insurance Services 8510 Colonnade Center Drive 5th Floor	PHONE (A/C, No, Ext): (336) 412-4280 FAX (A/C, No): (866)						
PO Box 29611 (27626-0611) Raleigh, NC 27615	E-MAIL ADDRESS: peggy.core@firstcitizens.com						
	INSURER(S) AFFORDING COVERAGE						
	INSURER A: Nationwide Mutual Insurance Company						
Monarch Attn: Linn Bernhardt/Risk Manager 350 Pee Dee Ave. Albemarle, NC 28001	INSURER B : Bridgefield Casualty Insurance Company						
	INSURER C:						
	INSURER D:						
	INSURER E :						
	INSURER F:						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR		TYPE OF INSURANCE	ADDL SUBI	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
A	X	COMMERCIAL GENERAL LIABILITY			-		EACH OCCURRENCE	s	1,000,000
111		CLAIMS-MADE X OCCUR		MPA0000005529AL	7/1/2021	7/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	s	100,000
					112000	11.	MED EXP (Any one person)	s	5,000
							PERSONAL & ADV INJURY	\$	1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	s	3,000,000
		POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	3,000,000
		OTHER:						\$	
Α	AUT	TOMOBILE LIABILITY			The same of		COMBINED SINGLE LIMIT (Ea accident)	5	1,000,000
	X	ANY AUTO		BA0000005530AL	7/1/2021	7/1/2022	BODILY INJURY (Per person)	s	
		OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	s	
116		HIRED AUTOS ONLY AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
								\$	
1		UMBRELLA LIAB OCCUR					EACH OCCURRENCE	S	
1		EXCESS LIAB CLAIMS-MADE					AGGREGATE	s	
		DED RETENTION \$						5	
В	WOR	RKERS COMPENSATION EMPLOYERS' LIABILITY		A TANKS	Sec.	17,000,000	X PER OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE		196 45000	1/1/2022	1/1/2023	E.L. EACH ACCIDENT	s	1,000,000
	(Mar	ICER/MEMBER EXCLUDED?	N/A		1 1 1 1 1 1		E.L. DISEASE - EA EMPLOYEE	5	1,000,000
		s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	s	1,000,000
Α	Hur	man Services Prof		MPA0000005529AL	7/1/2021	7/1/2022	Aggregate \$3,000,000		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Monarch 350 Pee Dee Ave. Suite 101 Albemarle, NC 28001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Albemarie, NC 20001	AUTHORIZED REPRESENTATIVE

Form W-9

(Rev. October 2018) Department of the Treasury Internal Revenue Service

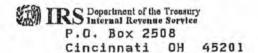
Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; of	do not leave this line blank.										
	Monarch											
	2 Business name/disregarded entity name, if different from above											
n page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate						4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
ous o							Exempt payee code (if any)					
Print or type. Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation, S Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded fanother LLC that is not disregarded from the owner for U.S. federal tax is disregarded from the owner should check the appropriate box for the	on of the single-member owner. from the owner unless the owne purposes. Otherwise, a single-m	Do not r of the L	LC is		nption fro	m FA	TCA	repo	orting		
ec	☐ Other (see instructions) ▶		0		(Applie	s to account	s mainta	inad c	utside	the U.S.)		
Sp	5 Address (number, street, and apt. or suite no.) See instructions.	Rec	quester's	name a	nd ad	dress (or	otional	D)				
See	350 Pee Dee Avenue, Suite 101											
0)	6 City, state, and ZIP code											
	Albemarle, NC 28001-4945											
	7 List account number(s) here (optional)											
Par	Taxpayer Identification Number (TIN)		_	_	-	_	-	-	_	-		
	your TIN in the appropriate box. The TIN provided must match the na	me given on line 1 to avoid	So	cial sec	urity	number						
backu	p withholding. For individuals, this is generally your social security nu	mber (SSN). However, for a			7		7 1					
	nt alien, sole proprietor, or disregarded entity, see the instructions for				-		-					
TIN, la	s, it is your employer identification number (EIN). If you do not have a	number, see How to get a	or				1 1					
		1 Also see What Name and	-	nlover	identi	fication	numb	er	-			
	If the account is in more than one name, see the instructions for line or To Give the Requester for guidelines on whose number to enter.	1. Also see What Name and	-	T T	-	I	I	er				
1101110	or to also the field and the f		5	6 -	- 1	3 2	6	1	2	6		
Part	Certification			1 1		1-1-						
Under	penalties of perjury, I certify that:											
2. I an Sen	number shown on this form is my correct taxpayer identification num n not subject to backup withholding because; (a) I am exempt from ba vice (IRS) that I am subject to backup withholding as a result of a failu longer subject to backup withholding; and	ackup withholding, or (b) I ha	ave not	been no	otified	d by the	Inter					
3. I an	n a U.S. citizen or other U.S. person (defined below); and											
	FATCA code(s) entered on this form (if any) indicating that I am exem	not from FATCA reporting is	correct									
Certifi you ha acquis other t	cation instructions. You must cross out item 2 above if you have been rave failed to report all interest and dividends on your tax return. For real exition or abandonment of secured property, cancellation of debt, contribution interest and dividends, you are not required to sign the certification,	notified by the IRS that you ar state transactions, item 2 doe tions to an individual retireme	e currents not ap	oply. For gement	(IRA)	tgage in , and ge	terest nerall	pai ly, p	d, aym	ents		
Sign Here		A Date	. 0.	4-2	5	-20	22	-				
Ger	neral Instructions	 Form 1099-DIV (divide funds) 	nds, inc	luding t	those	from s	tocks	or	muti	lal		
Section noted.	on references are to the Internal Revenue Code unless otherwise	 Form 1099-MISC (varie proceeds) 	ous type	es of inc	come	, prizes	, awa	rds,	or g	gross		
related	e developments. For the latest information about developments d to Form W-9 and its instructions, such as legislation enacted hey were published, go to www.irs.gov/FormW9.	Form 1099-B (stock or transactions by brokers)		fund sa	ales a	and cert	ain of	ther				
		 Form 1099-S (proceed 	s from	real esta	ate tr	ansaction	ons)					
Pur	pose of Form	 Form 1099-K (merchan 	nt card	and thir	d par	ty netw	ork tr	ans	actio	ons)		
inform	dividual or entity (Form W-9 requester) who is required to file an nation return with the IRS must obtain your correct taxpayer	 Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) 										
	fication number (TIN) which may be your social security number	 Form 1099-C (cancele 	d debt)									
	, individual taxpayer identification number (ITIN), adoption yer identification number (ATIN), or employer identification number	 Form 1099-A (acquisition or abandonment of secured property) 										
(EIN),	to report on an information return the amount paid to you, or other nt reportable on an information return. Examples of information	Use Form W-9 only if alien), to provide your co			perso	on (înclu	ding	a re	side	nt		
return	s include, but are not limited to, the following.	If you do not return Form W-9 to the requester with a TIN, you might										

later.



In reply refer to: 0248162349 June 24, 2009 LTR 4168C E0 56-1326126 000000 00 000 00029551 BODC: TE

MONARCH 350 PEE DEE AVE STE A ALBEMARLE NC 28001-4945



004011

Employer Identification Number: 56-1326126
Person to Contact: Mr. Crouch
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of June 15, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in June 1982, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

michele M. Suelina

Michele M. Sullivan, Oper. Mgr. Accounts Management Operations I

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 06/20/22

SUBJECT: Contract - Youth Haven Services, LLC for DSS

Department of Social Services would like to enter into a contract with Youth Haven Services, LLC to provide level 3 therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022- June 30, 2023 and will not exceed \$150,000.

Attached is the proposed contract with Youth Haven Services, LLC.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Youth Haven Services, LLC for level 3 therapeutic foster care services in an amount not to exceed \$150,000.

ATTACHMENTS:

DescriptionUpload DateTypeContract - Youth Haven Services, LLC for DSS6/13/2022Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

TO:	Aaron Church, Rowar	
FROM:	Micah Ennis, Director	
DEPT:	Social Services	
DATE:	6/2/2022	
SUBJECT:	Youth Haven Services	s, Inc.
PURPOSE C	OF CONTRACT:	
This vendo	r provides Level 3 therap	eutic foster care to children in DSS custody.
	501	NITD A CT CERTIFICATION
	COI	NTRACT CERTIFICATION
By submit	ting this memorandu	ım, I agree that I have:
1. Read a	and understand the te	erms of the contract.
		e the terms, amount and activities surrounding
		th North Carolina General Statutes, the Rowan
	그는 이번 시간에 되고 있었습니다. 이번 해변하게 되었습니다.	any applicable regulations.
		in MUNIS the Certificate of Insurance.
s. Thuve	secureu una attacnet	in wows the certificate of insurance.
	nn/	
//		6/8/2022
	-	

Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Youth Haven Services, LLC (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-2074214 and DUNS Number (required if funding from a federal funding source).

1.	(1) This contract (2) Contract Documents: This Contract consists of the following documents:					
	(2) The General Terms and Conditions (Attachment A)					
	(3) The Scope of Work, description of services, and rate (Attachment B)					
	(4) Combined Federal Certifications (Attachment C)					
	(5) Conflict of Interest Policy (Attachment D)					
	(6) No Overdue Taxes (Attachment E)					
	 (7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I) (8) Certification of Transportation (Attachment J) 					
	(9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf (10)Certain Reporting and Auditing Requirements (Attachment L)					
	(11)State Certification (Attachment M)					
	(12)Attachment N - Non-Discrimination, Clean Air, Clean Water					
	(16) 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 on7/1/2022 and shall terminate on 6/30/2023, 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 \$ 150,000.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds					
	□ a. There are no matching requirements from the Contractor.					
	b. The Contractor's matching requirement is \$, which shall consist of:					
	☐ In-kind ☐ Cash					
	☐ Cash and In-kind ☐ Cash and/or In-kind					
-	The contributions from the Contractor shall be sourced from non-federal funds.					
1	he total contract amount including any Contractor match shall not exceed \$150,000.00.					
6.	Reversion of Funds:					
	Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract					

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

IF DELIVERED I	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
	Micah M. Ennis, Director Rowan 1813 East Innes Street Salisbury NC 28146	Name & Title Micah M. Ennis, Director County Rowan Street Address 1813 East Innes Street City, State, Zip Salisbury NC 28146
Telephone Fax Email	704.216.8422 704.638.3041 Micah.Ennis@rowancountync.gov	

For the Contractor:

IF DELIVERED E	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS		
Name & Title Company Name Mailing Address City State Zip	Melanie Tudor/Contract Manager Youth Haven Services, LLC 229 Turner Drive Reidsville, NC 27320	Company Name Street Address	Melanie Tudor/Contract Manager Youth Haven Services, LLC 229 Turner Drive Reidsville, NC 27320	
Telephone Fax Email melanietudor@yo	336-349-2233 336-634-0444 outhhavenservices.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:

(can be delted if not needed)

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 duplicate originals, with one original being retained by each party.

Melanie Cholon	5-25-22
Signature	Date
Melanie Tudor	Contracts
Printed Name	Title
COUNTY	County DSS) Date
Signature (must be legally authorized to sign contracts for C	County DSS) Date
Micah Ennis	Directo
Printed Name	Title
This instrument has been pre-audited in the manner required by the	ne Local Government Budget and Fiscal Control Act.
Signature of County Finance Officer	Date

Relationships of the Parties

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

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

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check 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. 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, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor 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.

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.

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.

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.

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.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's 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.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

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 County. 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. 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.

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 Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, 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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

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 published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 56-2074214 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: Youth Haven Services, LLC
- 2. If different from Contract Administrator Information in General Contract:

Address

Te	elephone Nun	iber:	Fax Number	: Email:	
3.	Name of Pro	gram (s):			
4.	Status:	Public	Priva	ate, Not for Profit	Private, For Profit
5.	Contractor's	Financial Re	porting Year	January through	December
B.	Explanation	of Services t	o be provided	and to whom (inc	clude SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Residential Level III females/0-4 beds and Residential Level III males/0-4 beds

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates			
	Age 0-5	Age 6-12	Age 13+	
Foster Care	\$514	0.654	0.000	
Therapeutic Foster Care Residential Treatment (Level 2)	\$514	\$654	\$698	
Child Placing Agency	\$1,472	\$1,637	\$1,702	
Residential Child Caring Institution	\$4,318	\$4,510	\$4,580	
Standard Board and Treatment Rates	Daily Rates			
	Board	Treatment*		
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88		
Residential Treatment Level 3, 5+ beds	\$33	\$189.75		
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71	1	
Residential Treatment Level 4, 5+ beds	\$40	\$315.71		

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.

F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities

G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 2. Share all information needed to ensure a good match/appropriate placement.
- Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Provide Services:

- 1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- 6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.

- For placements involving mental health treatment (Levels 2-4, PRTF), provide case
 management including development and maintenance of Person-Centered Plan and oversee
 requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- Notify County immediately when a child receives emergency care, is hospitalized, is placed
 in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local
 authorities immediately upon discovering a child is missing.
- 2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- Attend court hearings and provide information to the court as needed. If attendance is not
 feasible, review report prior to court. Private Partner should provide a written summary to the
 court regarding each child's progress.
- Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

- Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - Visitation agreement (if applicable).
 - j. Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

- Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
- Conduct in-person visits with each child at least once a month in the placement provider's home.
- Monitor and assure implementation of all aspects of a child's treatment plan, including courtordered visitation by parent/guardian.
- 4. Enroll/withdraw the child in school.
- Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

Coordinate required medical exams for each child and advise Private Partner of results.

- 2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
- Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
- 4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
- Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
- Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
- Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
- 9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

(Date Submitted)

(Signature of Contractor)

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination:
 - The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]

	He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or
	has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or
	employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member
	of Congress in connection with a covered Federal action;

OR

- [] He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- 5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

melane das	contracts
Signature	Title
youth Hower Services, uc	5-25 22
Contractor Name	Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. 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.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - 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:
 - i. The dangers of drug abuse in the workplace;
 - The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 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:
 - i. Abide by the terms of the statement; and

Address

- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) 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)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - 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
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs
 (a), (b), (c), (d), (e), and (f).
- The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street 911 Berrymore Rd				
City, State, Zip Code	911 Berrymore Prd Budsville NC 27320			
Street	1115 Prosement Dr			
City, State, Zip Code	Reidsville NC 27320			

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 that contain provisions for children's services and that all subgrantees shall certify accordingly.

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- 1. By signing and submitting this document, 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 originate may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant will provide immediate written notice to the person to whom this 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, 45 CFR Part 76. You may contact the person to whom 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 document that it will include the 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 by 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

- The prospective lower tier participant certifies, by submission of this document, 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.
- 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.

V. Certification Regarding Lobbying

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

- 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- 1. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federa ☐ a. Bid/offer/app ☐ b. Initial Award ☐ c. Post-Award	olication	3. Report Type: a. initial filing b. material change For Material Change Only: Year Quarter Date Of Last Report:	
4. Name and Address of Reporting Entity: Prime Subawardee Tier (if known) Congressional District (if known) 6. Federal Department/Agency:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District (if known) 7. Federal Program Name/Description: CFDA Number (if applicable)		
8. Federal Action Number (if known)		9. Award Am	nount (if known) \$	
Name and Address of Lobbying Entity (if individual, last name, first name, MI):		 Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI): 		
(attach Continuation Sheet(s) SF-LLL-A			Continuation Sheet(s) SF-LLL-A, if necessary)	
 11. Amount of Payment (check all that apply \$	actual planned): ed or to be Performed a	a. retain b. one-ti c. comn d. contir e. defen f. other	ime fee nission ngent fee red ; specify: ervices, including officer(s), employee(s), or	
15. Continuation Sheet(s) SF-LLL-A attac	hed:		Yes 🗆 No	
16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: Print Name: Title:	: Date:	
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL	

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

- Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
- 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;
- 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;
- 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 Rowan County Department of Social Services;
- 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 Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
- 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).

melane I	rdor	Contracts
Signature	Title	
Agency/Organization	Services	5.25.22
Agency/Organization	UC. Date	

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service Exempt Organizations Determinations P.O. Box 2508 Cincinnati, OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter 64/Article 2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/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

- 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
- (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:	ontractor's Name: Would Housen Services, UC				
Contractor's Authorized Agent:	Signature	reland Indo		Date 5-25-22	
	Printed Name	Melanie Tudor	Title_	Contracts	
Witness:	Signature	Rotein Stide		Date 5-25 22	
	Printed Name	latorya Slade	Title	Rondental Dir	

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

Rowan 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.
- 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.
- 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)).

Mulanue Andor Contracts

Signature Title

Fouth Haven Services, 5-25-22

Agency/Organization / Date

(Certification signature should be same as Contract signature.)

Youth Haven Services, LLC Policy and Procedure Manual

CONFLICT OF INTEREST

CORPORATE COMPLIANCE POLICY AND PROCEDURE PAGE 1 OF 2

POLICY DESCRIPTION: Conflict of Interest DEPARTMENT: Corporate Compliance

ORIGINATION DATE: 1/2/2008 REVISION DATE: 5/27/2021

SCOPE: All full-time and part-time employees of Youth Haven Services. School-employed Day Treatment staff is expected to follow the Youth Haven Services Conflict of Interest policy and any conflict of interest policy established by their respective school board. In the event that the two codes are in conflict, school-employed Day Treatment staff is expected to advise Youth Haven Services Leadership Team to address a resolution.

PURPOSE: To state Youth Haven Services policy concerning conflict of interest. Standards of loyalty and ethics must be maintained to enable Youth Haven Services to conduct its business effectively and to fulfill its mission.

POLICY: It is the policy that no employee shall have a business relationship that shall conflict with their responsibilities. Youth Haven Services recognizes that its employees are free to make personal investments and enjoy social relations and normal business courtesies, but they must not have any personal interest which might conflict or appear to conflict with the interest of Youth Haven Services, or which might influence their judgment or actions in performing their duties.

For the purpose of this policy, the terms "outside concern" and "competing concern" are defined as follows:

"Outside concern"—any organization regardless of form (e.g., corporations, partnerships, individuals, trusts and joint ventures) with which Youth Haven Services or its subsidiaries does business or to which Youth Haven Services provides business in any way, whether directly or indirectly (e.g., vendors, suppliers or subcontractors furnishing substantial components or services to vendors, direct or indirect customers, contractors, advertising agencies, etc.).

"Competing concern"—any organization regardless of its form which competes with Youth Haven Services or its subsidiaries or which competes with anyone who sells any products manufactured, distributed or sold by Youth Haven Services or its subsidiaries.

No employee shall render services to, represent or undertake to act for any outside concern or competing concern, whether for compensation or not, unless it is determined that such relations with the outside concern or competing concern do not conflict with the interest of Youth Haven Services and that there is not reasonable likelihood that they will influence the employee's judgment or action in performing duties of Youth Haven Services. To get approval for outside employment, employees must complete the "Request for Outside Employment" form and submit to Human Resources for approval from COO or CEO.

No employee shall solicit or accept or permit his or her spouse or dependent children to solicit or accept any benefit prohibited by the Entertainment and Gifts policy from any outside concern or competing

©Youth Haven Services, LLC 2017 Original date: 1/2/2008 Revised: 5/27/21 Page 17 of 202

Policy and Procedure Manual

concern. An employee immediately shall report to two levels of authority above their position any offer of such a prohibited benefit made to the employee or his or her spouse or dependent children by an outside concern or a competing concern.

Signature of Authorized Official must be the same as the person signing contract.

Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the day of day o

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

(Notary Signature and Seat)

My Commission Expires:

3/19/24



Youth Haven Services, LLC 229 Turner Drive Reidsville, NC 27320 336.349.2233 336.634.0444(fax) www.youthhavenservices.com

May 12, 2022

To: Mecklenburg County Department of Social Services/Human Services

Certification:

We certify that Youth Haven Services, LLC does not have any overdue tax debts, as defined by NCGS 105-243.1 at the federal, state or local level. We further understand that any person who makes a false statement in violation of NCGS 143C-6-23(c) is guilty of a criminal offense punishable as provided by NCGS 143C-10-b.

Sworn Statement:

Dawn Johnson and Connie Johnson being duly sworn, say that we are the CEO and COO, respectively of Youth Haven Services LLC of Reidsville in the state of NC; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

CEO

ROCKINGHAM COUNTY

Counci Jahrson

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

otare Signature and Seal)

My commission expires 3//

State of Aurth Carolina Department of Health and Human Services Division of Health Service Regulation

Effective January 1, 2022, this license is issued to

Youth Haven Services, LLC

to operate a mental health facility known as

Faith House

located at 1115 Rosemont Drive Reidsville, NC 27320 County: Rockingham

This license is issued subject to the statutes of the State of North Carolina, is not transferable and shall expire midnight December 31, 2022

Facility ID: 021313

License Number: MHL-079-073 Capacity: 4

Program Code Description

Program Type

Beds

27G.1700

Residential Treatment Staff Secure for Children or Adolescents

Residential

4

Authorized by:

Secretary, N.C. Department of Health and Human Services



Director, Division of Health Service Regulation

State of Aorth Carolina Department of Health and Human Services Division of Health Service Regulation

Effective January 1, 2022, this license is issued to

Youth Haven Services, LLC

to operate a mental health facility known as

The Dove House

located at 911 Berrymore Road Reidsville, NC 27320 County: Rockingham

This license is issued subject to the statutes of the State of North Carolina, is not transferable and shall expire midnight December 31, 2022

Facility ID: 140231

License Number: MHL-079-125 Capacity: 4

Program Code Description

Residential Treatment Staff Secure for Children or Adolescents

Program Type Beds

Residential

4

Authorized by:

27G.1700

Secretary, N.C. Department of Health and Human Services



Director. Division of Health Service Regulation

ATTENTION: Youth Haven Services Inc

Melanie Tudor 229 Turner Drive Reidsville, NC 27320

NOTIFICATION

THIS IS TO NOTIFY YOU THAT IN ACCORDANCE WITH THE PROVISIONS OF THE GENERAL STATUTES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, THROUGH ITS DULY AUTHORIZED REPRESENTATIVE HAS ISSUED A FACILITY ID NUMBER TO

THE DOVE HOUSE

DMH/DD/SAS

Location: 911 BERRYMORE ROAD

REIDSVILLE NC

THIS HOME/FACILITY HAS COMPLIED WITH THE LAWS OF NORTH CAROLINA AND RULES OF THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES AND IS FULLY APPROVED TO PROVIDE FOSTER CARE AND TREATMENT SERVICES TO

Capacity 4 Male Clients Ages 7 To 17

THIS NOTIFICATION IS NOT TRANSFERABLE AND SHALL CONTINUE IN FULL FORCE AND EFFECT FROM 1/1/2022 UNTIL 12/31/2022 UNLESS REVOKED FOR CAUSE.

DSS Facility ID: H26080 M

ATTENTION: Youth Haven Services, LLC Melanie Tudor 229 Turner Drive Reidsville, NC 27320

NOTIFICATION

THIS IS TO NOTIFY YOU THAT IN ACCORDANCE WITH THE PROVISIONS OF THE GENERAL STATUTES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, THROUGH ITS DULY AUTHORIZED REPRESENTATIVE HAS ISSUED A FACILITY ID NUMBER TO

FAITH HOUSE

DMH/DD/SAS

Location: 1115 ROSEMONT DRIVE
REIDSVILLE NC 27320-

THIS HOME/FACILITY HAS COMPLIED WITH THE LAWS OF NORTH CAROLINA AND RULES OF THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES AND IS FULLY APPROVED TO PROVIDE FOSTER CARE AND TREATMENT SERVICES TO

Capacity 4 Female Clients Ages 7 To 17

THIS NOTIFICATION IS NOT TRANSFERABLE AND SHALL CONTINUE IN FULL FORCE AND EFFECT FROM 1/1/2022 UNTIL 12/31/2022 UNLESS REVOKED FOR CAUSE.

DSS Facility ID: H79002 M



CERTIFICATE OF LIABILITY INSURANCE

3/31/2023

3/30/2022

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

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

PRODUCER	LOCKTON COMPANIES	CONTACT NAME:				
	3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):			
	800-200-3536	INSURER(S) AFFO	ORDING COVERAGE	NAIC #		
		INSURER A: National Fire and	Marine Insurance Co	20079		
INSURED	Seaside Healthcare, Inc.	INSURER B : Berkshire Hathawa	ay Homestate Ins Co	20044		
1411560	Youth Haven Services, LLC	INSURER C : Zurich American I	nsurance Company	16535		
	425 Ashley Ridge Blvd., Suite 340	INSURER D :				
	Shreveport LA 71106	INSURER E :				
		INSURER F :				

COVERAGES CERTIFICATE NUMBER: 17030596 REVISION NUMBER: XXXXXXX

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

NSR TR	R TYPE OF INSURANCE			N N		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY) 3.31/2023	LIMITS			
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR					Y		3/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 500,000	
									MED EXP (Any one person)	\$ 10,000	
									PERSONAL & ADV INJURY	\$ 1,000,000	
	GENL AGGREGATE LIMIT APPLIES PER X POLICY PRO- JECT LOC OTHER								GENERAL AGGREGATE	s 3,000,000	
									PRODUCTS - COMP/OP AGG	\$ 3,000,000	
						1					\$
2	AUT	OMOBILE LIABILITY			Y N		BAP 2562221-03	3/31/2022	3/31/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY								BODILY INJURY (Per person)	S XXXXXXX	
- [BODILY INJURY (Per accident)	\$ XXXXXXX	
									PROPERTY DAMAGE (Per accident)	s XXXXXXX	
		10.000	100								s XXXXXXX
	X	UMBRELLA LIAB	X	OCCUR	Y	N	EN009700	3/31/2022	3.31/2023	EACH OCCURRENCE	\$ 10,000,000
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ 10,000,000		
	DED RETENTIONS								s XXXXXXXX		
WORKERS COMPENSATION				N	SEWC351118	3/31/2022	3 31/2023	X PER OTH-			
	ANY PROPRIETOR PARTNER/EXECUTIVE			N/A					E.L. EACH ACCIDENT	s 1,000,000	
									E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
	Professional Liability (Claims Made)			Y	N	HN009700	3/31/2022	3 31/2023	\$100k \$300k Per PCF event \$1,000,000 Non PCF event \$3,000,000 Aggregate		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

CERTIFICATE HOLDER	CANCELLATION See Attachment
17030596 Rowan County DSS Attn: Carla Whaley 1813 East Innes Street Salisbury NC 28146	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Sansoury INC 20140	AUTHORIZED REPRESENTATIVE ->Kelly

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ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 06/20/22

SUBJECT: Contract - Timber Ridge Treatment Center for DSS

Department of Social Services would like to enter into a contract with Timber Ridge Treatment Center to provide therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022- June 30, 2023 and will not exceed \$150,000.

Attached is the proposed contract with Timber Ridge Treatment Center.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Timber Ridge Treatment Center for therapeutic foster care services in an amount not to exceed \$150,000.

ATTACHMENTS:

DescriptionUpload DateTypeContract - Timber Ridge Treatment Center
for DSS6/13/2022Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

	Aaron Church, Rowan County Manager						
FROM:	Micah Ennis, Director						
DEPT:	Social Services						
DATE:	6/8/2022						
SUBJECT:	Timber Ridge Treatment Center						
PURPOSE O	F CONTRACT:						
This vendor	provides therapeutic foster care to children in DSS custody.						
	CONTRACT CERTIFICATION						
By submit							
	ting this memorandum, I agree that I have:						
1. Read a	ting this memorandum, I agree that I have: nd understand the terms of the contract.						
 Read a To the b 	ting this memorandum, I agree that I have: nd understand the terms of the contract. est of my knowledge the terms, amount and activities surrounding						
 Read a To the b this control 	ting this memorandum, I agree that I have: and understand the terms of the contract. best of my knowledge the terms, amount and activities surrounding act are compliant with North Carolina General Statutes, the Rowan						
 Read a To the k this contro County Pu 	ting this memorandum, I agree that I have: and understand the terms of the contract. best of my knowledge the terms, amount and activities surrounding act are compliant with North Carolina General Statutes, the Rowan archasing Policy and any applicable regulations.						
 Read a To the k this contro County Pu 	ting this memorandum, I agree that I have: and understand the terms of the contract. best of my knowledge the terms, amount and activities surrounding act are compliant with North Carolina General Statutes, the Rowan						
 Read a To the k this contro County Pu 	ting this memorandum, I agree that I have: and understand the terms of the contract. best of my knowledge the terms, amount and activities surrounding act are compliant with North Carolina General Statutes, the Rowan archasing Policy and any applicable regulations.						
 Read a To the k this contro County Pu 	ting this memorandum, I agree that I have: and understand the terms of the contract. best of my knowledge the terms, amount and activities surrounding act are compliant with North Carolina General Statutes, the Rowan archasing Policy and any applicable regulations.						

Signature of Director

Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Timber Ridge Treatment Center (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-1807746 and DUNS Number (required if funding from a federal funding source).

1.	Contract Documents: This Contract consists of the following documents:
	(1) This contract
	(2) The General Terms and Conditions (Attachment A)(3) The Scope of Work, description of services, and rate (Attachment B)
	(4) Combined Federal Certifications (Attachment C)
	(5) Conflict of Interest Policy (Attachment D)
	(6) No Overdue Taxes (Attachment E)
	(7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
	(8) Certification of Transportation (Attachment J)
	(9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
	(10)Certain Reporting and Auditing Requirements (Attachment L)
	(11)State Certification (Attachment M)
	(12)Attachment N - Non-Discrimination, Clean Air, Clean Water
	(16) 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 on7/1/2022 and shall terminate on 6/30/2023,
	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.
	Amadimon B, coope 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 \$ 150,000.00
	This amount consists of \$\\$ in Federal funds (CFDA #), \$\\$ in State Funds, \$\\$ in County funds
	☑ a. There are no matching requirements from the Contractor.
	b. The Contractor's matching requirement is \$, which shall consist of:
	☐ In-kind ☐ Cash
	☐ Cash and In-kind ☐ Cash and/or In-kind
	The contributions from the Contractor shall be sourced from non-federal funds.
T	he total contract amount including any Contractor match shall not exceed \$150,000.00.
6	Reversion of Funds:
-	Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon

termination of this contract.

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

IF DELIVERED	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
County Mailing Address	Micah M. Ennis, Director Rowan 1813 East Innes Street Salisbury NC 28146	Name & Title Micah M. Ennis, Director County Rowan Street Address 1813 East Innes Street City, State, Zip Salisbury NC 28146
Telephone Fax Email	704.216.8422 704.638.3041 Micah.Ennis@rowancountync.gov	

For the Contractor:

IF DELIVERED E	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Company Name Mailing Address City State Zip	Laurie Hibbert, CFO Timber Ridge Treatment Center PO Box 259 Gold Hill, NC 28071	Name & Title Laurie Hibbert, CFO Company Name Timber Ridge Treatment Center Street Address 665 Timber Trail City State Zip Gold Hill, NC 28071
Telephone Fax Email	704-279-1199 704-279-7668 lauriehibbert@trtc.net	

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:

(can be delted if not needed)

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

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

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 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. 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, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor 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.

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.

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.

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.

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.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's 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.

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During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

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 County. 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. 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.

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 Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, 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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

Timber Ridge Treatment Center or phrase shall be read to include the plural and vice versa.

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 published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 56-1807746 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: Timber Ridge Treatment Center
- 2. If different from Contract Administrator Information in General Contract:

Address

Te	lephone Nu	mber:	Fax Number	: Email:	
3.	Name of Pr	ogram (s):			
4.	Status:	Public Public	☐ Priva	ate, Not for Profit	Private, For Profit
5.	Contractor's	s Financial Re	porting Year	July through June	= 4/20/22 AA
B.	Explanation	n of Services t	o be provided	and to whom (incl	h December ude SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Level 3 Residential / 5+ Beds

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates					
	Age 0-5	Age 6-12	Age 13+			
Foster Care Therapeutic Foster Care Residential Treatment (Level 2)	\$514	\$654	\$698			
Child Placing Agency	\$1,472	\$1,637	\$1,702			
Residential Child Caring Institution	\$4,318	\$4,510	\$4,580			
Standard Board and Treatment Rates	Dai					
	Board	Treatment*				
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88				
Residential Treatment Level 3, 5+ beds	\$33	\$189.75				
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71				
Residential Treatment Level 4, 5+ beds	\$40	\$315.71				

*Treatment Rates set by DMA and are subject to change.

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 2. Share all information needed to ensure a good match/appropriate placement.
- Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Provide Services:

- Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.

- For placements involving mental health treatment (Levels 2-4, PRTF), provide case
 management including development and maintenance of Person-Centered Plan and oversee
 requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- Notify County immediately when a child receives emergency care, is hospitalized, is placed
 in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local
 authorities immediately upon discovering a child is missing.
- 2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- 8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
- Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- 11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

- Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - Visitation agreement (if applicable).
 - Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - 1. Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - Any other forms or information required by the Private Partner.

Provide Services:

- Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review
 each child's progress toward meeting the goals of the out-of-home services agreement and
 treatment plan.
- Conduct in-person visits with each child at least once a month in the placement provider's home.
- Monitor and assure implementation of all aspects of a child's treatment plan, including courtordered visitation by parent/guardian.
- 4. Enroll/withdraw the child in school.
- Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.

- 2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
- Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
- Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
- Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
- Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
- Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
- 9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

(Date Submitted)

(Date submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- [Check the applicable statement]
 - [] He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature July C	V President
Signature	Title
Timber Ridge Treatment Centa, Inc	4/18/22 Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. 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.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. 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:
 - The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 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:
 - Abide by the terms of the statement; and

Address

- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) 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)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - 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
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

City, State, Zip Code	60 M	Will	NC	2807/	
Street					

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 that contain provisions for children's services and that all subgrantees shall certify accordingly.

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- 1. By signing and submitting this document, 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 originate may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant will provide immediate written notice to the person to whom this 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, 45 CFR Part 76. You may contact the person to whom 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 document that it will include the 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 by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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- 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

- The prospective lower tier participant certifies, by submission of this document, 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.
- 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.

V. Certification Regarding Lobbying

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

- 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- 1. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the
 Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

NIA

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federa a. Bid/offer/ap b. Initial Award c. Post-Award	olication	3. Report Type: a. initial filing b. material change For Material Change Only: Year Quarter Date Of Last Report:
4. Name and Address of Reporting Entity Prime Subawardee Tier (if known) Congressional District (if known) 6. Federal Department/Agency:		Congressional D	g Entity in No. 4 is Subawardee, Enter Name ss of Prime: istrict (if known) gram Name/Description: per (if applicable)
8. Federal Action Number (if known) 10. a. Name and Address of Lobbying Electric (if individual, last name, first name) (attach Continuation Sheet(s) SF-LLL-)	, MI):	differen	unt (if known) \$ lals Performing Services (including address if t from No. 10a.) (last name, first name, MI): continuation Sheet(s) SF-LLL-A, if necessary)
11. Amount of Payment (check all that apply \$	actual planned /): ed or to be Performed a	a. retainer b. one-tim c. commis d. conting e. deferred f. other; s	e fee ssion ent fee d pecify: vices, including officer(s), employee(s), or
15. Continuation Sheet(s) SF-LLL-A attac	hed:	☐ Ye	s No
16. Information requested through this for title 31 U. S. C. section 1352. This disactivities is a material representation reliance was placed by the tier above was made or entered into. This discle pursuant to 31 U. S. C. 1352. This intreported to the Congress semi-annua available for public inspection. Any puthe required disclosure shall be subjected into the subject of the su	sclosure of lobbying of fact upon which when this transaction osure is required formation will be lly and will be erson who fails to file ct to a civil penalty of	Print Name:	Date;
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL



April 27, 2022

To: County Department of Social Service/Human Services

Certification:

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

Sworn Statement:

Thomas A R Hibbert and Laurie D Hibbert being duly sworn, say that we are the President and Vice President, respectively, of Timber Ridge Treatment Center, Inc, in the State of North Carolina and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

President

Vice President

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

Notary Signature and Seal WANDA LEE DUNNING

Notary Public Stanly Co., North Carolina

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 assessments was mailed and has not failed to make any payments

My Commission Expires: December 20 2025



Timber Ridge Treatment Center Policies and Procedures

Title: Conflict of Interest Policy No. 137.0

Page 1 of 2

Revised 5/20

Policy:

It is in the interest of Timber Ridge Treatment Center and individual staff to strengthen trust and confidence in each other, to expedited resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. Timber Ridge serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to Timber Ridge and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and the organization. Employees are called to maintain a sense of fairness, civility, ethics and personal integrity even though law, regulation, or custom does not require them.

Employees, members of employee's immediate family, and members of the Board of Timber Ridge are prohibited from accepting gifts, money or gratuities from the following:

- a. Persons receiving benefits or services from Timber Ridge.
- b. Any person or organization performing or seeking to perform services under contract with the organization; and
- c. Persons who are otherwise in a position to benefit from the actions of any employee of Timber Ridge.

Page 1 of 2

Revised 5/20

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal day, compensatory time, annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with Timber Ridge are to be paid to Timber Ridge.

Signature

Signature of Authorized Official must be the same as the person signing contract. Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the

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

My Commission Expires: Decomber 20 2025

WANDA LEE DUNNING

Notary Public Stanly Co., North Carolina My Commission Expires Dec. 20, 2025

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human 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 Rowan County Department of Social Services;
- 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)
- Contractor will maintain records documenting the following (County may require contractor to provide):
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients:
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (signature on this form confirms this statement).

Agency/Organization

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service Exempt Organizations Determinations P.O. Box 2508 Cincinnati, OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter 64/Article 2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/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 (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby 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
- (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.
- 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:	Timber Ridge Treatment Centa Inc.
Contractor's Authorized Agent:	Signature Laure Helifi Date 4/28/22
	Printed Name Laurie Hibbert Title V President
Witness:	Signature Morros Hilleprey Date 4/18/22
	Printed Name Thomas Hibbert Title CEO

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

Rowan 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.
- 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

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)



CERTIFICATE OF LIABILITY INSURANCE

2/6/2022

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

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

this certificate does not confer rights PRODUCER Arthur I Gollophor & Co.	CONTACT NAME:								
Arthur J. Gallagher & Co. 4250 Congress Street, Suite 200 Charlotte NC 28209-4615	PHONE (A/C, No, Ext): 704-365-4150 FAX (A/C, No): 704-365-4155 E-MAIL ADDRESS:								
Chanolle NC 20209-4015			ADDRESS:						
			INSURER(S) AFFORDING COVERAGE						
NSURED		TIMBRID-05	INSURER A : Philadelphia Indemnity Insurance Company						
imber Ridge Treatment Center, Inc.			INSURER B :						
O Box 259			INSURER (-		
65 Timber Trail Gold Hill NC 28071			INSURER				-	_	
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	1 1					MED EXP (Any one person)	\$ 5,000		
						PERSONAL & ADV INJURY	\$ 1,000,000		
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000		
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AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE Y/N						E.L. EACH ACCIDENT	s		
OFFICER/MEMBER EXCLUDED?	N/A								
(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE			
DESCRIPTION OF OPERATIONS below Empl Benefits Liability		PHPK2367652		1/19/2022	1/19/2023	E.L. DISEASE - POLICY LIMIT Ea Claim & Aggregate	\$1,000	,000	
Professional Liability		THENOIUSE		11 1 21 2 0 2 2	111312023	Each Incident Aggregate	\$1,000	,000	
ESCRIPTION OF OPERATIONS / LOCATIONS / VEHI Sexual/Physical Abuse or Molestation: Policy #: PHPK2367652 Effective date: 01/19/22-01/19/23 each Occurrence Limit: \$1,000,000 Aggregate Limit: \$1,000,000 Rowan County DSS is named as additional									
CERTIFICATE HOLDER				LLATION					
Rowan County DSS			THE E	XPIRATION	DATE TH	ESCRIBED POLICIES BE C EREOF, NOTICE WILL I Y PROVISIONS.			
1813 E Innes St. Salisbury NC 28146	AUTHORIZED REPRESENTATIVE								

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/26/2022

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

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

tl	SUBROGATION IS WAIVED, subject his certificate does not confer rights t					dorsement(s		equire an endorsement	. A Sta	rement on
	bucer hur J. Gallagher & Co.				NAME:			Leav		
42	50 Congress Street, Suite 200	00			PHONE (A/C, No, Ext); 704-365-4150 FAX (A/C, No): 704-365-4155					
Ch	arlotte NC 28209-4615				ADDRES	-	Name and Address	Jan Supplied	T	NAIC#
					INSURER(S) AFFORDING COVERAGE					
INSI	RED		_		INSURER A : NCHE Workers' Compensation Fund, Inc. INSURER B :					
	nber Ridge Treatment Center, Inc.									
66	5 Timber Trail				INSURE					
Go	ld Hill NC 28071				INSURE				-	
					INSURE				-	
-	VERAGES CER	TIEIC	ATE	NUMBER: 1861582416	INSURE	RF:		REVISION NUMBER:		
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	ANY AUTO							BODILY INJURY (Per person)	\$	
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			NCWCTIMB22		1/1/2022	1/1/2023	X PER STATUTE OTH-		
	ANYPROPRIETOR/PARTNER/EXECUTIVE N	N/A						E.L. EACH ACCIDENT	\$ 1,500,0	000
	(Mandatory in NH) If yes, describe under	1 × ×						E.L. DISEASE - EA EMPLOYEE	\$ 1,500,0	000
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,500,	000
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICI of of coverage	.es (AC	JOHD	191, Additional Remarks Schedi	ne, may be	attached if mon	e space is requir	19)		
CE	RTIFICATE HOLDER				CANC	ELLATION				
	Rowan County DSS				THE	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E Y PROVISIONS.		
1813 E Innes St. Salisbury NC 28146					AUTHORIZED REPRESENTATIVE					

Form W-9

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income Timber Ridge Treatment Co	tax return). Name is required on this line;	do not leave this line blank.										
2 Business name/disregarded entity				-			_		_			
2 Sources hand disregarded drike)	and the state of t											
3 Check appropriate box for federal following seven boxes.	tax classification of the person whose n	arne is entered on line 1. Check	only one	of the	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):							
Individual/sole proprietor or single-member LLC	☐ C Corporation S Corporation	on Partnership] Trust/e	state	Exempt payee code (if any)							
Limited liability company Ente	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶											
Stock appropriate box for federal following seven boxes. Individual/sole proprietor or single-member LLC Limited liability company. Ente Note: Check the appropriate be LLC if the LLC is classified as another LLC that is not disregarded from the owner. Other (see instructions) ▶ Address (number, street, and apt.	LC is	code (if any)										
Other (see instructions)					(Applie	s to accou	nts ma	untained	outside	e the U.S.		
5 Address (number, street, and apt.	or suite no.) See instructions.	Re	quester's	name a	nd ad	dress (c	optio	nal)				
P O Box 259												
6 City, state, and ZIP code												
Gold Hill, NC 28071												
7 List account number(s) here (option	nal)											
Part I Taxpayer Identific	ation Number (TIN)											
nter your TIN in the appropriate box.		ame given on line 1 to avoid	So	cial sec	urity	number	r					
ackup withholding. For individuals, th	is is generally your social security n	umber (SSN). However, for a		TT	7				T	TT		
sident alien, sole proprietor, or disreg					-		1	-				
ntities, it is your employer identification. N. later.	n number (EIN). If you do not have	a number, see How to get a	or	-	_		_		-	-		
ote: If the account is in more than on	e name, see the instructions for line	1 Also see What Name and	Or Employer identification number									
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Part II Certification												
Inder penalties of perjury, I certify that												
The number shown on this form is m	y correct taxpayer identification nur	mber (or I am waiting for a nu	umber to	be issi	ued t	o me);	and					
I am not subject to backup withhold Service (IRS) that I am subject to bac no longer subject to backup withhold	ckup withholding as a result of a fail											
I am a U.S. citizen or other U.S. pers	on (defined below); and											
The FATCA code(s) entered on this f	orm (if any) indicating that I am exe	mpt from FATCA reporting is	correct									
ertification instructions. You must cro but have failed to report all interest and o equisition or abandonment of secured p ther than interest and dividends, you are	dividends on your tax return. For real or property, cancellation of debt, contribution	estate transactions, item 2 do utions to an individual retireme	es not ap ent arran	oply. For gement	(IRA)	tgage in	nter	est pa	id, aym	nents		
ign Signature of U.S. person >	m (dulil ()	Date	- 4	1/28	-/2	2						
General Instructions		 Form 1099-DIV (divide funds) 	ends, inc	cluding 1	hose	from	stoc	ks or	mut	ual		
ection references are to the Internal Foted.	levenue Code unless otherwise	Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)										
uture developments. For the latest in elated to Form W-9 and its instruction	s, such as legislation enacted	 Form 1099-B (stock of transactions by brokers) 		fund sa	ales a	ind cer	rtain	othe	r			
ter they were published, go to www.i	s.govironnivys.	• Form 1099-S (proceed	s from	real esta	ate tr	ansact	tions	5)				
urpose of Form		• Form 1099-K (mercha	nt card	and thir	d par	ty netv	work	trans	sacti	ons)		
n individual or entity (Form W-9 reque formation return with the IRS must ob	otain your correct taxpayer	 Form 1098 (home mor 1098-T (tuition) 	tgage ir	nterest),	1098	B-E (stu	uder	nt loan	n inte	erest),		
entification number (TIN) which may I		• Form 1099-C (cancele	d debt)									
SN), individual taxpayer identification xpayer identification number (ATIN), or ATIN),	number (ITIN), adoption	• Form 1099-A (acquisiti	on or at	andonn	nent	of secu	ured	prop	erty)			
IN), to report on an information return nount reportable on an information re	the amount paid to you, or other eturn. Examples of information	Use Form W-9 only if alien), to provide your co	you are	a U.S.								
eturns include, but are not limited to, t Form 1099-INT (interest earned or pa	The contraction of the contracti	If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding.										

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 06/20/22

SUBJECT: Contract - Carolina Family Connections for DSS

Department of Social Services would like to enter into a contract with Carolina Family Connections to provide therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022- June 30, 2023 and will not exceed \$100,000.

Attached is the proposed contract with Carolina Family Connections.

Recommendation: It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Carolina Family Connections for therapeutic foster care services in an amount not to exceed \$100,000.

ATTACHMENTS:

DescriptionUpload DateTypeContract - Carolina Family Connections for
DSS6/13/2022Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

TO:	Aaron Church, Rowan County N	lanager
FROM:	Micah Ennis, Director	
DEPT:	Social Services	
DATE:	6/2/2022	
SUBJECT:	Carolina Family Connections	
PURPOSE C	OF CONTRACT:	
This vendo	r provides therapeutic foster care t	o children in DSS custody.
	CONTRACT O	CERTIFICATION
By submit	tting this memorandum, I agre	e that I have:
1. Read a	and understand the terms of th	ne contract.
2. To the	best of my knowledge the terr	ns, amount and activities surrounding
		Carolina General Statutes, the Rowan
	urchasing Policy and any appli	
	secured and attached in MUN	
3. Thave	securea ana attachea in Mon	is the certificate of insurance.
		6/8/2022
Signature	of Director	DATE

Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Carolina Family Connections (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 20-5541568 and DUNS Number (required if funding from a federal funding source). 858624518

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

	(2) The General Terms and Conditions (Attachment A)
	(3) The Scope of Work, description of services, and rate (Attachment B)(4) Combined Federal Certifications (Attachment C)
	(5) Conflict of Interest Policy (Attachment D)
	(6) No Overdue Taxes (Attachment E)
	(7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
	(8) Certification of Transportation (Attachment J)
	(9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
	(10)Certain Reporting and Auditing Requirements (Attachment L)
	(11)State Certification (Attachment M) (12)Attachment N - Non-Discrimination, Clean Air, Clean Water
	(16) 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 on7/1/2022 and shall terminate on 6/30/2023,
	This contract must be twelve months or less.
1.	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 \$ 100,000.00.
	This amount consists of \$\\$ in Federal funds (CFDA #), \$\\$ in State Funds, \$\\$ in County funds
	□ a. There are no matching requirements from the Contractor.
	a. There are no matching requirements from the Contractor.
	□ b. The Contractor's matching requirement is \$, which shall consist of:
	☐ In-kind ☐ Cash
	☐ Cash and In-kind ☐ Cash and/or In-kind
	The contributions from the Contractor shall be sourced from non-federal funds.
T	he total contract amount including any Contractor match shall not exceed \$100,000.00.
6.	Reversion of Funds:
	Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon
	termination of this contract.

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

IF DELIVERED I	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
County Mailing Address	Micah M. Ennis, Director Rowan 1813 East Innes Street Salisbury NC 28146	Name & Title Micah M. Ennis, Director County Rowan Street Address 1813 East Innes Street City, State, Zip Salisbury NC 28146
Telephone Fax Email	704.216.8422 704.638.3041 Micah.Ennis@rowancountync.gov	

For the Contractor:

IF DELIVERED E	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Company Name Mailing Address City State Zip	Ritchie Melchor/President Carolina Family Connections 3141 Amity Court, Suite 200 Charlotte, NC 28215	Name & Title Ritchie Melchor/President Company Name Carolina Family Connections Street Address 3141 Amity Court, Suite 200 City State Zip Charlotte, NC 28215
Telephone Fax Email rmelchor@carolin	704.568.9753 704.568.9756 nafamilyconnections.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:

(can be delted if not needed)

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 duplicate originals, with one original being retained by each party.

Kitchie Melcun	2-53-5055
Signature	Date
Ritorie Melonor	President
Printed Name	Title
COUNTY	61812022
Signature (must be legally authorized to sign contracts for County DSS)	Date
Micah Ennis	Director
Printed Name	Title
This instrument has been pre-audited in the manner required by the Local Government	nent Budget and Fiscal Control Act,
Signature of County Finance Officer	Date

Relationships of the Parties

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

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

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check 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. 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, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

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

Carolina Family Connections

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.

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.

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.

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.

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.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's 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.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

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 County. 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. 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,

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 Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, 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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

Carolina Family Connections or phrase shall be read to include the plural and vice versa.

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 published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 20-5541568 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: Carolina Family Connections
- 2. If different from Contract Administrator Information in General Contract:

Address

Te	elephone Nu	mber:	Fax Number:	Email:	
3.	Name of Pr	ogram (s):			
4.	Status:	Public	Private, N	lot for Profit	Private, For Profit
5.	Contractor's	s Financial Re	porting Year July	through June	
B.	Explanatio	n of Services t	o be provided and	to whom (inclu	de SIS Service Code):

See MUTUAL AGREEMENT SECTION

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

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates			
	Age 0-5	Age 6-12	Age 13+	
Foster Care				
Therapeutic Foster Care	\$514	\$654	\$698	
Residential Treatment (Level 2)				
Child Placing Agency	\$1,472	\$1,637	\$1,702	
Residential Child Caring Institution	\$4,318	\$4,510	\$4,580	
Standard Board and Treatment Rates	Dai			
	Board	Treatment*		
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88		
Residential Treatment Level 3, 5+ beds	\$33	\$189.75		
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71		
Residential Treatment Level 4, 5+ beds	\$40	\$315.71		

*Treatment Rates set by DMA and are subject to change.

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- Share all information needed to ensure a good match/appropriate placement.
- Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Provide Services:

- 1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.

- For placements involving mental health treatment (Levels 2-4, PRTF), provide case
 management including development and maintenance of Person-Centered Plan and oversee
 requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- Notify County immediately when a child receives emergency care, is hospitalized, is placed
 in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local
 authorities immediately upon discovering a child is missing.
- 2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- 7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- 8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
- Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- 12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

- Provide the following for each child upon admission:
 - Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - Immunization record.
 - i. Visitation agreement (if applicable).
 - Child Health Status Component (DSS-5125-II).
 - Education Component (DSS-5245).
 - 1. Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

- Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review
 each child's progress toward meeting the goals of the out-of-home services agreement and
 treatment plan.
- Conduct in-person visits with each child at least once a month in the placement provider's home.
- Monitor and assure implementation of all aspects of a child's treatment plan, including courtordered visitation by parent/guardian.
- 4. Enroll/withdraw the child in school.
- Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.

- 2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
- Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
- 4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
- 5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
- Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
- 8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
- 9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

(Date Submitted)

(Signature of Contractor)

2.53.5055

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]
 - [] He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

- He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- 5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

- Rotenie Melcus	President		
Signature	Title		
Carolina & amily Connections	5-23-2022		
Contractor Name	Date		

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. 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.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - 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:
 - The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 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:
 - i. Abide by the terms of the statement; and

Address

- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) 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)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - 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
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

City, State, Zi	0.1	amity			
Oity, Otato, 21	p code (harlot	Le NC	28215	
Street					

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement,
- 4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 that contain provisions for children's services and that all subgrantees shall certify accordingly.

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- 1. By signing and submitting this document, 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 originate may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant will provide immediate written notice to the person to whom this 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, 45 CFR Part 76. You may contact the person to whom 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 document that it will include the 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 by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Carolina Family Connections

- 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

- The prospective lower tier participant certifies, by submission of this document, 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.
- 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.

V. Certification Regarding Lobbying

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

- 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		Bid/offer/application Initial Award Post-Award For Material Change Only: Year Quarter Date Of Last Report:			
4. Name and Address of Reporting Entity Prime Subawardee Tier (if known) Congressional District (if known) 6. Federal Department/Agency:		and Address of Congressional Distr	ntity in No. 4 is Subawardee, Enter Name of Prime: ict (if known) m Name/Description: (if applicable)		
8. Federal Action Number (if known) 10. a. Name and Address of Lobbying E (if individual, last name, first name) (attach Continuation Sheet(s) SF-LLL-)	, MI):	different fr	(if known) \$ s Performing Services (including address if om No. 10a.) (last name, first name, MI): tinuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply \$	ply): actual planned y):	13. Type of Payme a. retainer b. one-time for c. commission d. contingent e. deferred	ent (check all that apply): ee on		
Brief Description of Services Perform Member(s) contacted, for Payment In Continuation Sheet(s) SF-LLL-A attack	dicated in Item 11(attac		es, including officer(s), employee(s), or SF-LLL-A, if necessary):		
16. Information requested through this for title 31 U. S. C. section 1352. This di activities is a material representation reliance was placed by the tier above was made or entered into. This discle pursuant to 31 U. S. C. 1352. This in reported to the Congress semi-annua available for public inspection. Any p the required disclosure shall be subje not less than \$10,000 and not more the such failure.	rm is authorized by sclosure of lobbying of fact upon which when this transaction osure is required formation will be ally and will be erson who fails to file act to a civil penalty of	Signature: Print Name: Title:	Date:		
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL		

Carolina Family Connections CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of North Carolina	_	
County Union	_	
1, Natasha P. Melton	, Notary Public for said Cou	unty and State, certify that
Ritchie Melchor	personally appeared before me the	nis day and acknowledged
that he/she is President	of Carolina Fan [name of Organization]	uly Connections
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 Dir	rectors/Trustees or other governing	ig body in a meeting held on
the 33 day of May, 2002 February 200 Sworn to and subscribed before me this 23	7	
Sworn to and subscribed before me this 23	day of May	2022
Malusha P. Mul. (Official Seal)	ton	Notary Public
My Commission expires 10-31	, 20 23	11,192,00
Instruction for Organization: Sign and attach the following pages after governing body OR replace the following		
Canolina Jamily Conne Name of Organization	etions	
Signature of Organization Official		

Conflict of Interest Policy Example

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:
 - 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;
 - 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.

Carolina Family Connections

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

Approv	ed by:
##Cont	ractorName##
	Name of Organization
	Signature of Organization Official
	Signature of Organization Official
	5-23-2022
	Date



3141 Amity Court • Suite 200 Charlotte, NC 28215-5745

Date of Certification: June 30, 2022

PHONE: 704.568.9753 FAX: 704.568.9756 www.camlinafamilyenmections.com

To: Rowan County Department of Social Services

Certification:

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

Sworn Statement:

Derek Hodgson and Ritchie Melchor being duly sworn, say that we are the Board Chair and Vice President, Respectively, of Carolina Family Connections of Charlotte, in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and described by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

1. Natasha

Meltan, a Notary Public for the County of State of North Carolina, do certify that Derek Hodgson and Ritchie Melchor personally appeared before Me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this a day of Man

Notary Public Signature

Watasha

Notary Public (Typed or Printed)

2023 My Commission Expires:

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

- Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
- 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;
- 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;
- 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 Rowan 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)
- Contractor will maintain records documenting the following (County may require contractor to provide):
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
- 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).

Roteria Melara	Princent
Signature	Title
Carolina Family Connections	5-23-2022
Agency/Organization	Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service Exempt Organizations Determinations P.O. Box 2508 Cincinnati, OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter 64/Article 2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/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 (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby 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
- (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.
- 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
 - He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name:	Carolina Jamily Conn	ections
Contractor's Authorized Agent:	Signature Rotenie Melonos	Date 5-23-2022
	Printed Name Rituric Melchon	Title President
Witness:	Signature Masasha P. Melton	Date 5-23-2022
	Printed Name Natasha P. Melton	Title Willnsing Specialist

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

Rowan 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.
- 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.
- 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)).

Ritarie Melanon	Prisident
Signature	Title
Canolina James Connections Agency/Organization	5-23-2022
Agency/Organization	Date

(Certification signature should be same as Contract signature.)

Internal Revenue Service

Date: February 26, 2007

CAROLIN FAMILY CONNECTIONS
% RITCHIE MELCHOR
3915 LAUREL VW CIRCLE
INDIAN TRAIL NC 28079-3401

Department of the Treasury P. O. Box 2508 Cincinnati, OH 45201

Person to Contact:

June 30, 2011

Ms. Mills 31-08706
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:

20-5541568 Advance Ruling Period Ends:

Dear Sir or Madam:

This is in response to your request of February 26, 2007, regarding your organization's tax-exempt status.

In February 2007 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code until the Advance Ruling Period Ending date indicated in the header above.

Within 90 days from the end of the advance ruling period, your organization must submit to us information needed to determine whether it has met the requirements of the applicable support test during the advance ruling period. This information is currently supplied on the Form 8734, Support Schedule for Advance Ruling Period.

Contributions to your organization are deductible under section 170 of the Code. Grantors and contributors may rely on the determination that your organization is not a private foundation until 90 days after the end of its advance ruling period. If the organization submits the required information within 90 days, grantors and contributors may continue to rely on the advance determination until the Service makes a final determination of your organization's foundation status.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Michele M. Sullivan, Oper. Mgr. Accounts Management Operations 1 3141 Amity Court • Suite 200 Charlotte, NC 28215-5745 PHONE: 704.568.9753
FAX: 704.568.9756
www.carolinafamilyconnections.com

CAROLINA FAMILY CONNECTIONS POLICIES AND PROCEDURES MANUAL BOARD POLICY STATEMENT

Page D - 49 Page 1 of 4

Approved by: Curtis Ray

Revised

Last Issued: February 18, 2007

CONFLICT OF INTEREST

Purpose

The purpose of the conflict of interest policy is to protect the tax-exempt organization, Carolina Family Connections' interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of Carolina Family Connections (CFC) or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Definitions

Interested Person: any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

Financial Interest: a person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- An ownership pr investment interest in any entity with which CFC has a transaction or arrangement,
- A compensation arrangement with CFC or with any entity or individual with which CFC has a transaction or arrangement, or
- A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which CFC is negotiation a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Procedures, item two, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Procedures

opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

Determining Whether a Conflict of Interest Exists: after disclosure of the financial interest and all material facts, and after any discussion with the interested 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.

Procedures for Addressing the Conflict of Interest

- An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and vote on, the transaction or arrangement involving the possible conflict of interest.
- The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- After exercising due diligence, the governing board or committee shall determine whether CFC can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- If a more advantageous transaction or arrangement is not reasonably possible
 under circumstances not producing a conflict of interest, the governing board
 or committee shall determine by a majority vote of the disinterested directors
 whether the transaction or arrangement is in CFC' best interest, for its own
 benefit, and whether it is fair and reasonable. In conformity with the above
 determination it shall make its decision as to whether to enter into the
 transaction or arrangement.

Violations of the Conflicts of Interest Policy

- If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- If, after hearing the member's response and after making further investigation
 as warranted by the circumstances, the governing board or committee
 determines the member has failed to disclose an actual or possible conflict of
 interest, it shall take appropriate disciplinary and corrective action.

Records of Proceeding

The minutes of the governing board and all committees with board delegated powers shall contain:

- the names of the persons who disclosed or otherwise were found to have a
 financial interest in connection with an actual or possible conflict of interest,
 the nature of the financial 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.
- The names of the persons who were present for discussions and votes relating
 to the transaction or arrangement, the content of the discussion, including any
 alternatives to the proposed transaction or arrangement, and a record of any
 votes taken in connection with the proceedings.

Compensation

- A voting member of the governing board who receives compensation, directly
 or indirectly, from CFC for services is precluded from voting on matters
 pertaining to that member's compensation.
- A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from CFC for services is precluded from voting on matters pertaining to that member's compensation.
- No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from CFC, either individually6 or collectively, is prohibited from providing information to any committee regarding compensation.

Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- · Has received a copy of the conflicts of interest policy.
- Has read and understands the policy.
- Has agreed to comply with the policy, and
- Understands CFC is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Periodic Reviews

To ensure CFC operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic review shall, at a minimum, include the following subjects

- Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- Whether partnerships, joint ventures, and arrangements with management organizations conform to CFC' written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Use of Outside Experts

When conducting the periodic reviews as provided above, CFC may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

CONFLICT OF INTEREST

Carolina Family Connections shall not supervise adoptive placements of members of their board of directors, governance structure, social services board, and county commission.

Carolina Family Connections shall not supervise adoptive placements of agency employees and relatives of agency employees. Relatives include birth and adoptive parents, blood and half blood relative and adoptive relative including brother, sister, grandparent, great-grandparent, great-great grandparent, uncle, aunt, great-uncle, great-aunt, great-great uncle, great-great aunt, nephew, niece, first cousin, stepparent, stepbrother, stepsister, and the spouse of each of these relatives.

Private child-placing agencies shall not supervise adoptive placements of agency owners.

Signature of Authorized Official must be the same as the person signing contract.	
Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the	day of
Sworn to and subscribed before me on the day of the date of said certification.	
(Notary Signature and Seal) My Commission Expires:	

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	Carolina Family Connections		
Print or type. Specific Instructions on page 3.	2 Business name/disregarded entity name, if different from above 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Che following seven boxes. Individual/sole proprietor or Corporation Scorporation Partnership single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partner	☐ Trust/estate	Exemptions (codes apply only to certain entitles, not individuals; see instructions on page 3): Exempt payee code (if any)
Print or type.	Note: Check the appropriate box in the line above for the tax classification of the single-member ov LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the canother LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a sing is disregarded from the owner should check the appropriate box for the tax classification of its own.	wner of the LLC is le-member LLC that	Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)
See Spec	Other (see instructions) ► 5 Address (number, street, and apt. or suite no.) See instructions. 3141 Amity (A. Suite 200 6 City, state, and ZIP code Charlotte, NC 28215 7 List account number(s) here (optional)	Requester's name a	(Applies to accounts maintained outside the U.S.) Ind address (optional)
Par	Taxpayer Identification Number (TIN)		
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av	0100	urity number
reside	up withholding. For individuals, this is generally your social security number (SSN). However, for ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	50 HH H	
entitie	es, it is your employer identification number (EIN), If you do not have a number, see How to ge	or	
and the second	: If the account is in more than one name, see the instructions for line 1. Also see What Name		identification number
	per To Give the Requester for guidelines on whose number to enter.	20.	5541568
Par	t II Certification		
Unde	r penalties of perjury, I certify that:		
2. I ar Ser	e number shown on this form is my correct taxpayer identification number (or I am waiting for a mot subject to backup withholding because: (a) I am exempt from backup withholding, or (b) rvice (IRS) that I am subject to backup withholding as a result of a failure to report all interest of longer subject to backup withholding; and	I have not been no	otified by the Internal Revenue
3. I ar	m a U.S. citizen or other U.S. person (defined below); and		
4. The	e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	g is correct.	
you ha	fication instructions. You must cross out item 2 above if you have been notified by the IRS that you ave failed to report all interest and dividends on your tax return. For real estate transactions, item 2 sition or abandonment of secured property, cancellation of debt, contributions to an individual retire.	does not apply. Fo	r mortgage interest paid,

other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later,

Signature of itania Melanos U.S. person ▶ General Instructions

Sign

Here

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

Date >

- · Form 1099-K (merchant card and third party network transactions)
- . Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

1/25/2022

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

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

PRODUCER	CONTACT CLEO BLUE			
CLEO BLUE BLUE ASSOCIATES, LLC 150 N. STEELE STREET SANFORD, NC 27330	PHONE (A/C, No. Ext): 919-775-2205 [FAX (A/C, No): 919-7			
	ADDRESS: blueassc@windstream.net			
	INSURER(S) AFFORDING COVERAGE	NAIC #		
	INSURER A: Integon National			
INSURED	INSURER B: Service American Indemnity Company			
Carolina Family Connections	INSURER C: Markel Insurance Company	38970		
3141 Amity Court, Ste. 200	INSURER D: American Alternative Insurance Corporatio			
CHARLOTTE, NC 28215	INSURER E :			
	INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 3590

REVISION NUMBER:

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

ISR TR	TYPE OF INSURANCE	INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
	X COMMERCIAL GENERAL LIABILITY X X CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POUCY PRODUCT LOCUTHER:		99A2PL0019313-00	07/01/21	07/01/22	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 100,000 \$ \$5,000 \$ \$1,000,000 \$ \$3,000,000 \$ \$3,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X AUTOS ONLY AUTOS ONLY X AUTOS ONLY		2009782757	07/01/21	07/01/22	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE AGGREGATE	\$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) f yes, describe under DESCRIPTION OF OPERATIONS below	N/A	SATIS0393501	01/22/22	01/22/23	PER OTH- STATUTE ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
:	D&0		QBSMMN000543	07/01/21	07/01/22		\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured as required by written contract.

Professional Liability Policy Number:99A2PL0019313-00 \$1,000,000/\$3,000,000

Employee Benefits Liability:\$1,000,000/\$1,000,000 Sexual Abuse or Molestation: \$1,000,000/\$1,000,000 Deductible for Professional Liability and Abuse:\$2,500.00

CERTIFICATE HOLDER	CANCELLATION
Rowan County DSS 1813 East Innes Street Salisbury, NC 28146	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	Cleo D. Blue

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Randy J. Cress, Assistant County Manager / CIO

DATE: June 13, 2022

SUBJECT: Library ERate Vendor Award for Cat2 Wireless Equipment

The FCC's E-Rate program makes telecommunications and information services more affordable for schools and libraries. With funding from the Universal Service Fund, E-Rate provides discounts for telecommunications, internet access, and internal connections to eligible schools and libraries. Rowan County received pricing from multiple companies but only two that met interoperability requirements. We wish to contract with CNIC, Inc for Category 2 telecommunications/internal connection services at Rowan County Libraries.

Vendor Comparisons CNIC,Inc \$63,505 - to awarded (approved by FCC E-Rate program) Questivity \$69,047

Total Cost to Rowan County with 80% covered by E-Rate: \$11,888.89

Authorize County Manager or designee to approve the contract for services contingent on available fundings in the Information Technology budget for FY22-23.

ATTACHMENTS:

Description	Upload Date	Type
Contract	6/13/2022	Exhibit

CNIC, INC. PURCHASE AGREEMENT FOR E-RATE CUSTOMERS

This Purchase Agreement, for E-Rate Customers ("Agreement") is entered into between CNIC, Inc. ("Provider"), a North Carolina Corporation with offices at 2200 Crown Centre Drive-Suite C, Charlotte, North Carolina, 28227, and Rowan Public Library, a non-profit school eligible for Universal Service Program funding, with offices at 201 W. Fisher Street, Salisbury, NC 28144 ("Customer"). Except as expressly stated herein, this Agreement is contingent upon Customer's receipt of a Funding Commitment Decision Letter ("FCDL") from the Schools and Libraries Division ("SLD") confirming the approval of funding for the Products/Services to be provided pursuant to this Agreement.

I. <u>DEFINITIONS</u>.

"<u>E-Rate</u>" shall mean the Education Rate discount provided by the 1996 Telecommunications Act, as amended through the date of this Agreement, designed to provide discounts to schools and libraries for eligible products and services.

"E-Rate Customer or "Customer" shall mean the non-profit school or library identified in the preamble of this Agreement which is eligible for Universal Service Program funding and is applying for an E-Rate discount on E-Rate Eligible Products/Services.

"E-Rate Eligible Products and Services" or "Products/Services" shall mean the provision, installation, and/or maintenance of Category 2 broadband internal connections components, including but not limited to certain LAN/WLAN (local area network/wireless local area network)-focused components, internal wiring, routers, switches, wireless access points, and/or related equipment, whether sold by Provider or purchased by the Customer from a third-party, eligible for E-Rate discounts in accordance with the rules adopted by the FCC. A list of E-Rate Eligible Products/Services may be obtained by contacting SLD.

"<u>SLD</u>" shall mean the Schools and Libraries Division, a not-for-profit organization, established by the Federal Communications Commission ("<u>FCC</u>") to administer the Universal Service Program for schools and libraries.

II. <u>SERVICES</u>.

Provider shall provide to Customer the Products/Services identified in Provider's proposal, dated March 21, 2022, issued in response to Customer's: Cisco Meraki RFP 2022, FCC Form 470 #220024895, which is incorporated herein by reference, upon issuance by the Customer of mutually agreed, written purchase orders (each a "Purchase Order").

III. CUSTOMER REPRESENTATIONS.

- A. <u>E-Rate Status</u>. Customer represents and warrants to Provider that it qualifies to be eligible to receive E-Rate discounts. This Agreement shall constitute a binding contract between Provider and Customer as required by the SLD or other funding source.
- B. <u>E-Rate Purchases</u>. Customer represents and warrants to Provider that all Products/Services under this Agreement will be for its own use at the location specified in the FCDL

and are eligible for E-Rate discounts as specified by the SLD guidelines. IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO THE SLD NO LATER THAN THE DATE THE CORRESPONDING PURCHASE ORDER IS ISSUED. Provider may invoice for approved E-rate Product/Services directly through the SLD/E-Rate process. Customer shall be liable for payment to Provider of any and all amounts remaining after payment is made by the SLD or other funding source under the E-Rate process. Receipt by the Provider of a copy of the corresponding FCDL and the filing of a completed FCC Form 486 with the SLD shall be conditions precedent to Provider's obligation to provide any Products/Services under this Agreement.

IV. ORDERING; PRICE; PAYMENT.

A. Ordering. Customer shall submit written Purchase Orders directly to Provider via the NC E-Procurement system, by Fax to: 704-374-0069, or by e-mail to: gary.snyder@cnic-inc.com, with the original signed document sent to the following address:

CNIC, Inc. 2200 Crown Centre Drive - Suite C Charlotte, NC 28227 Phone: 704-344-0090

- **B.** Contents of Purchase Order. Purchase Orders submitted via the NC E-Procurement system must conform to the NC E-Procurement requirements. All other Purchase Orders issued by Customer pursuant to this Agreement must include the following:
 - (1) Purchase Order Number,
 - (2) Date
 - (3) Project Location/Ship-To Address,
 - (4) Billing Address,
 - (5) E-Rate Discount Rate,
 - (6) Description of specific Products/Services being ordered, and
 - (7) Name and Signature of Person authorized to issue Purchase Orders.

PRODUCTS/SERVICES NOT ELIGIBLE FOR E-RATE DISCOUNTS REQUIRE A SEPARATE PURCHASE ORDER. Provider reserves the right to decline a Purchase Order in its sole discretion.

- C. Changes. Any increase or change in the scope of Services set forth in a Purchase Order from those approved in the FCDL must be agreed to in writing by the Provider, and Provider shall have no obligation to perform Services in connection with any such change until the parties have agreed upon the effect of such change, if any, to the Price or schedule of performance. Customer shall be responsible for payment to Provider of 100% of any such change in Price.
- D. <u>Pre-Approval Purchase Orders.</u> If the Customer issues a Purchase Order to Provider prior to receiving a corresponding FCDL, the Customer shall directly pay Provider 100% of the Price for all Products/Services received thereunder, and the Customer shall be solely responsible for seeking reimbursement for any applicable E-Rate discounts. PAYMENT TO PROVIDER FOR PRODUCTS/SERVICES DELIVERED PURSUANT TO A PURCHASE ORDER ISSUED PRIOR

TO THE CUSTOMER'S RECEIPT OF AN FCDL SHALL NOT BE CONTINGENT UPON OR OTHERWISE DEPENDENT UPON THE CUSTOMER RECEIVING ANY DISCOUNT OR REIMBURSEMENT, IN WHOLE OR IN PART, FROM SLD OR ANY OTHER FUNDING SOURCE. Except as expressly stated herein, Pre-Approval Purchase Orders shall be subject to the terms and conditions of this Agreement.

- C. <u>Price</u>. Prices shall be as shown on the Provider's proposal, dated March 21, 2022, issued in response to Customer's Cisco Meraki RFP 2022, FCC Form 470 #220024895, which is incorporated herein by reference. Prices are inclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer. Any taxes will be listed separately on the invoice.
- D. Payment. Invoices for Services by Provider supplied under this Agreement will be submitted when the Services have been completed. Customer shall pay invoices within thirty (30) days of the date of invoice. Provider reserves the right to submit partial billing invoices for completed phases of work. Provider also reserves the right to submit invoices for materials and/or equipment that are delivered and available on-site. Provider reserves the right to invoice an initial up-front fee of 30%. The initial onetime payment is immediately due when the school district is notified, whether in writing or SLD site posting, that this contract is funded and the corresponding Form 486 has been filed. Interest in the amount of the lesser of (a) one and one-half percent (1.5%) per month or portion thereof; or (b) the highest rate allowed by law shall apply to any outstanding balance due over thirty (30) days from invoice date.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR 100% PAYMENT OF THE PRICE OF PRODUCTS AND/OR SERVICES, INCLUDING ALL OF THE NON-DISCOUNTED PORTIONS OF THE PRICE, INCLUDING ANY AND ALL INTEREST, FINANCE CHARGES, AND AMOUNTS, CHANGES TO THE ALLOWED DISCOUNT RATE, DISALLOWANCE OF CUSTOMER'S REQUEST FOR DISCOUNT OR WHEN THE SLD OR OTHER FUNDING SOURCE DECLINES PAYMENT OF THE DISCOUNT AMOUNT OR ANY PORTION THEREOF TO PROVIDER FOR ANY REASON.

V. <u>WARRANTIES</u>.

- A. Provider warrants to Customer for a period of one (1) year from the completion of the work performed pursuant to this Agreement, that all such work was performed in a professional and workmanlike manner.
- **B.** To the fullest extent allowed by law, Provider shall pass through and assign to Customer all manufacturer warranties provided as an integral part of any Product provided by Provider pursuant to this Agreement. Such manufacturer's warranties shall be in lieu of and supersede any materials warranty from Provider.
- C. The foregoing warranties shall only apply provided that: (a) the nonconformity was not caused by Customer or its agents or any third party; (b) Customer promptly notifies Provider of the nonconformity after discovery; and (c) all fees due to Provider have been paid.
- **D.** TO THE FULLEST EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES ARE PROVIDER'S ONLY WARRANTIES CONCERNING THE SERVICES AND ANY DELIVERABLES, AND ARE MADE FOR THE BENEFIT OF CUSTOMER ONLY IN LIEU

OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

VI. TERM.

- A. The term of this Agreement shall be for a period of up to eighteen months, with the option to renew annually as necessary to complete the Products/Services provided for herein. The first period of eighteen months will begin on the date of the customer's signature or Approval, whichever occurs last, and end on September 30, 2021, with option to renew as outlined below.
- B. Option to Renew. This Agreement may be renewed by either party for additional term(s) of twelve (12) to thirty-six (36) months by giving the other party written notice of its intent to renew no less than thirty (30) days prior to the end of the then current contract term. Customer shall prepare and file a Form 500 with the SLD to extend the new service date and expiration date, and such renewal shall be contingent upon approval by SLD.

VII. LIMITATION OF LIABILITY.

THE MAXIMUM LIABILITY OF PROVIDER, ITS DIRECTORS AND OFFICERS TO CUSTOMER FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CUSTOMER'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER TO PROVIDER HEREUNDER FOR THE PORTION OF THE SERVICES GIVING RISE TO ANY CLAIM. IN NO EVENT SHALL PROVIDER, ITS DIRECTORS AND OFFICERS BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

VIII. <u>INDEMNIFICATION</u>.

Provider shall indemnify, defend and hold the Customer harmless, including its officers, directors, employees, agents and representatives (collectively, "Provider Indemnified Parties") from and against all third party suits, actions, liabilities, legal proceedings, claims, demands, losses, costs and expenses (including reasonable attorney's fees) for injury to or death of persons or loss of or damage to property arising as a result of, but only to the extent of, any gross negligence, fraud or willful misconduct of Provider in connection with its performance under this Agreement. Customer shall indemnify, defend and hold Provider harmless, including its officers, directors, employees, agents and representatives (collectively, "Company Indemnified Parties") from and against all third party suits, actions, liabilities, legal proceedings, claims, demands, losses, costs and expenses (including reasonable attorney's fees) for injury to or death of persons or loss of or damage to property arising as a result of, but only to the extent of, any gross negligence, fraud or willful misconduct of Customer.

CNIC, Inc. ER2022-ROWLIB

IX. <u>MISCELLANEOUS</u>.

- A. <u>Non-Assignability Agreement</u>. Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Provider's prior written consent. Any attempted assignment transfer or delegation without such consent shall be void.
- **B.** Applicable Law. This Agreement and all transactions executed hereunder shall be governed exclusively by and construed in accordance with the laws of the state of North Carolina.
- C. <u>No Waiver</u>. The waiver of any one right or default shall not waive subsequent rights or defaults of the same or different kind.
- **D.** Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all which taken together shall constitute one and the same agreement.
- Entire Agreement. This Agreement and all documents referred to or incorporated herein by reference contain all the agreements, warranties, understandings, conditions, covenants and representations made between Customer and Provider related to the subject matter of this Agreement. Neither Provider nor Customer shall be liable for any agreements, warranties, understandings, conditions, covenants, or representations that are not expressly set forth in this Agreement. Any modifications and amendments to this Agreement must be in writing and signed by duly authorized agents or representatives of Provider and Customer.
- F. Notices. All written notices required or permitted under this Agreement shall be served in person or via U.S.P.S., Federal Express, or equivalent carrier, with return receipt or other proof of delivery, at the following address:

If to Customer:	If to Provider:		
Rowan County Purchasing Department	CNIC, Inc.		
130 W. Innes Street	2200 Crown Centre Drive, - Suite C		
Salisbury, NC 28144	Charlotte, NC 28227		
Attn: Anna Bumgarner, Director of	gary.snyder@cnic-inc.com		
Purchasing			
Anna.Bumgarner@rowancountync.gov			

- G. <u>Independent Contractor</u>. Provider is an independent contractor, and no party shall have the authority to bind, represent or commit the other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, or agency relationship between the parties for any purpose.
- **H. Force Majeure**. Except with regard to payments due Provider, neither party shall be liable for any delays or failures in performance due to circumstances beyond its control which could not be avoided by the exercise of due care.

THE CUSTOMER ACKNOWLEDGES THAT IT HAS NOT ALTERED THIS AGREEMENT OR MADE ANY CHANGES FROM ITS ORIGINAL FORM. ANY CHANGES TO THIS

AGREEMENT WILL MAKE IT INVALID. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FACSIMILE SIGNATURES ARE DEEMED EQUIVALENT TO ORIGINAL SIGNATURES FOR THE PURPOSE OF THIS AGREEMENT.

CUSTOMER		CNIC, Inc.	0 0 1/0
Signature:	-	Signature:	Satricia . thicks
Printed Name:		Printed Name:	Patricia A. Hicks
Title:		Title:	President
Date:		Date:	6-13-2022

Contract #: ER2022 - ROWLIB

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will DATE: June 14, 2022

SUBJECT: Rowan Transit FY24 Transportation Grant Documents

Rowan Transit enters into grant agreements with NCDOT on an annual basis. The process has changed in the upcoming year and all forms have not yet been released.

This will include forms:

- DBE Good Faith Effort Certification
- Delegation of Authority
- Title VI Certification
- Anticipated DBE/MBE/WBE/HUB Vendor Awards

Authorize County Manager Church or designee to sign grant related documents for: Rowan Transit FY24 Transportation Grant.

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Vice Chairman Jim Greene

DATE: June 13, 2022

SUBJECT: South Rowan Varsity Baseball 2022 State Champions

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Shane Stewart DATE: June 9, 2022

SUBJECT: Public Hearing for Z 04-22: Red Rock Development LLC

Red Rock Developments LLC. is requesting the rezoning of approximately 384 acres located along the 1700 – 2300 block of Long Ferry Road Salisbury identified as Parcel IDs 603-045, 603-112, 603-113, 603-114, 603-116, and 603-118 from Rural Agricultural (RA) and Rural Agricultural with an Agricultural Overlay (RA-AO) to Commercial Business Industrial with a Conditional District (CBI-CD). The conditional district proposes a phased development plan for industrial use consisting of Manufacturing, Transportation, and Wholesale Trade sector uses with a collective building size of 2.66 million square feet.

- 1. Receive staff report
- 2. Applicant comments, if any
- 3. Public comments
- 4. Close hearing and discuss
- 5. Motion to consider statement of consistency / reasonableness
- 6. Motion to approve / deny / table Z 04-22

ATTACHMENTS:

Description	Upload Date	Туре
Staff Report	6/9/2022	Exhibit
Site Plan	6/9/2022	Exhibit
Long Ferry Road Speculative Industrial Development Overview	6/9/2022	Exhibit
DOT TIA review letter	6/9/2022	Exhibit
GIS Map	6/9/2022	Exhibit
Applications	6/9/2022	Exhibit

DEPARTMENT OF PLANNING & DEVELOPMENT

JUNE 9, 2022

STAFF CONTACT: SHANE STEWART

ROWAN COUNTY NORTH CAROLINA Be an original.

REZONING PETITION: Z 04-22

Request: Rezone Apx. 384 acres from RA & RA-AO to CBI-CD for a phased development plan for industrial use consisting of Manf., Transp., & Wholesale-Trade totaling 2.66 million square feet.

<u>Parcel IDs:</u> 603-045, 112, 113, 114, 116, & 118

Location: 1700 – 2300 block Long Ferry Rd. Salisbury

Total Acreage: Apx. 384

<u>Owners:</u> Nancy Carlton et al., Anne Carlton et al., and Kern Carlton Farms LLC.

Applicant: Red Rock
Developments LLC.

Watershed: N/A

PH II Stormwater: N/A

Floodplain: Adjacent to floodplain but not within.

Existing Improvements:
None.

REQUEST

Red Rock Developments LLC. is requesting the rezoning of approximately 384 acres located along the 1700 – 2300 block of Long Ferry Road Salisbury from Rural Agricultural (RA) and Rural Agricultural with an Agricultural Overlay (RA-AO) to Commercial Business Industrial with a Conditional District (CBI-CD) (see Figure 1).

Owner	Parcel ID	Acreage	Current Zoning
Anne Carlton et al.	603-113	23.40	RA-AO
Anne Carlton et al.	603-112	82.50	RA-AO
Nancy Carlton et al.	603-045	22.51	RA
Nancy Carlton et al.	603-118	112.27	RA
Kern Carlton Farms LLC.	603-116	89.77	RA
Kern Carlton Farms LLC.	603-114	53.12	RA

Figure 1

The conditional district proposes a phased development plan for industrial use consisting of Manufacturing, Transportation, and Wholesale Trade sector uses with a collective building size of 2.66 million square feet.

Red Rock is proposing a speculative industrial development consisting of six (6) buildings likely to commence as "shell" buildings where the slab and structure would be initially constructed and a receive a subsequent "upfit" once a tenant is identified. Page 2 of the enclosed "Long Ferry Road Speculative Industrial Development Overview" provided by Red Rock indicate a list of permitted uses within the conditional district specifically in the Manufacturing, Transportation, and Wholesale-Trade sectors. With few exceptions, the proposed use list is permitted by right in the CBI district (refer to Section 21-113 of the Zoning Ordinance).

PLAN DETAILS

The development overview document along with the site plan provide proposed details and restrictions that will govern future development within the

district. The documents include the following:

 Lots – Six (6) existing parcels would be reconfigured for the proposed six (6) buildings, five (5) of which would have frontage along Long Ferry Road while the remaining parcel for Building C would be served by a sixty (60) foot private easement.

Building	Building Size	Phase	Proposed Year of Completion
Α	550,000 SF	_	2023
В	270, 000 SF	П	2024
С	400,000 SF	=	2024
D	1,100,000 SF	_	2023
E	270,000 SF	Ш	2025
F	270,000 SF	Ш	2025
Total	2,660,000 SF		

• <u>Size and Phasing</u> – Three (3) phases of development with two (2) buildings each year totaling 2.66 million square feet with an anticipated completion of 2025 (see Figure 2 and enclosed site plan).

Figure 2

 Appearance – Buildings will be constructed with tilt wall concrete panels similar to that noted on page 3 of the development overview document. Staff Note: Image specifics are

for illustration only and not intended to be part of the conditional district.

- <u>Landscaping</u> Proposed landscaping would be "in a manner that is higher than the requirements of the Zoning Ordinance". Revised plans indicate dimensioned areas of retained vegetation and one (1) section of new screening with adjoining properties. Street trees along Long Ferry Rd. and within parking areas.
- <u>Lighting</u> Pole lighting will be a maximum of thirty-five (35) feet in height with light levels not to exceed 0.5 "foot candles" at the property line. (Staff Note: a foot candle is a measurement of light intensity measured at a specific location rather than at the light source). Fixture details were not provided.
- <u>Signage</u> Proposed signs would be building mounted and / or monument style (base mounted to ground) along with necessary directional signs. No other details were included.

CONFORMITY WITH ADOPTED PLANS / POLICIES

East Area Land Use Plan (see Figure 3)

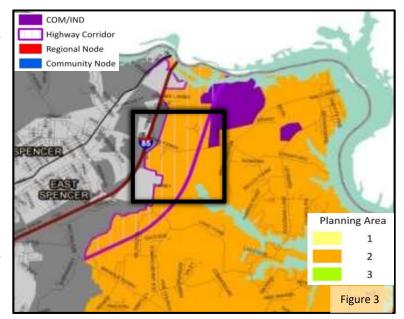
- Located in Area 2 (areas adjacent to municipalities and High Rock Lake).
- Industrial land use applications are discouraged in Area 2 except for industrial districts and the I-85, US 29, and NC 152 corridors.
- Approximately ½ of the 384 acres are located within the one (1) mile I-85 Commercial and Industrial Corridor, which encourages commercial, industrial, and mixed-use development.
- Use of extension of existing and planned water / sewer utilities are encouraged.

- Perimeter landscaping and parking on sides and rear of building is suggested.
- Consider fifty (50) foot buffer for new development outside watershed areas along all streams.

CONSISTENCY WITH
THE DISTRICTS
PURPOSE / INTENT

Business
Industrial
(CBI) — This

zone allows for a wide range of commercial, business and light to medium industrial activities which



support both the local and / or regional economies. The CBI district is generally appropriate in areas identified by an adopted land use plan that recommend "highway business" along identified NC and US highways; community / regional / potential development nodes; commercial corridors; and existing commercial areas. Areas served by public water / sewer represent significant public investment to foster tax base growth and employment opportunities for the citizens, which could be served through CBI designation. The CBI district may also exist or be created in an area other than listed in this subsection if the existing or proposed development is compatible with the surrounding area and the overall public good is served.

Conditional Districts (CD) – There are instances where certain uses may have significant impacts on the surrounding area and the county which cannot be predetermined and controlled by general district standards. As a result, a general zoning district designation is clearly inappropriate for a property, but a specific use or uses permitted as a conditional district subject to development requirements to address the anticipated impacts would be consistent with the spirit and intent of this chapter. This voluntary procedure must be petitioned by the property owner or their authorized agent as a firm development proposal and not for securing early zoning for tentative uses which may not be undertaken for a long period of time.

While most of the same uses proposed within the CD are also permitted with Special Requirements in the RA district, a non-residential development in RA would be in the form of a Rural Home Occupation (RHO), which is limited to a maximum building size of 12,000 sq.ft. (see Figure 4). Additional requirements are designed to address compatibility with RHO development in most RA zoned areas.

MAJOR GROUP	INDUSTRY GROUP	RA	RA-AO	CBI-CD
			Permitted	
Residential		Most Permitted	(family only)	Not Permitted
Construction		Most Permitted with SR	Not Permitted	Not Permitted
Mining		Not Permitted	Not Permitted	Not Permitted
Manufacturing		Most Permitted with SR	Not Permitted	Most Permitted
	"Heavy Impact Uses"	Not Permitted	Not Permitted	Not Permitted
Transp., Com., Elec. /		Some Permitted with SR		
Gas, & Sanitary Svc.		or SUP	Not Permitted	Few Permitted
Wholesale Trade		Most Permitted with SR	Few Permitted	Most Permitted
Retail Trade		Most Permitted with SR	Not Permitted	Not Permitted
Finance, Ins., & Real Est.		Most Permitted with SR	Not Permitted	Not Permitted
Services		Some Permitted with SR	Not Permitted	Not Permitted
	Misc. Amusement & Rec.	Few Permitted with SUP	Not Permitted	Not Permitted
Public Admin.		Few Permitted	Not Permitted	Not Permitted

Generalized Groupings for Permitted SIC Categories:
Most: 100-66% Some: 66-33% Few: 33-0% Not Permitted: 0%

Source: Section 21-113 Table of Uses

Figure 4

CONDITIONS IN THE VICINITY

See Enclosed GIS Map -

North

- o Thirty-two (32) residences along Stoner Morgan Rd.
- o Four (4) poultry houses at 399 Stoner Morgan Rd. on 130 acres zoned RA-AO. Property is listed within an Enhanced Voluntary Agricultural District (EVAD).
- Large wooded areas to the northwest.
- Thirty-one (31) residences along Dukeville Rd.
- Duke Energy Buck plant at 1415 Dukeville Rd. totaling 585 acres zoned Industrial (IND).
- Bethel United Methodist Church at 2380 Long Ferry Rd.

South

- o Town Creek / Crane Creek confluence and associated High Rock Lake cove.
- The Reserve at High Rock Lake (12 lot gated subdivision) at the end of Kern Carlton Rd.
- Peter Kern House Local Historic Landmark located at 1360 Kern Carlton Rd.

East

- Thirteen (13) residences along Long Ferry Rd. frontage.
- Twenty-three (23) residences along Kern Carlton Rd. primarily on large lots.

West

- o Thirty-seven (37) residences along the north and south side of Long Ferry Rd.
- 1.7 acre CBI-CD zoned area located 250 feet west at 1690 Long Ferry Rd.
- Mobi-Lodge 39 space manufactured home park zoned 85-ED-1 consisting of 84 ¾ acres.
- 14.6 acre CBI zoned area consisting of 7-Eleven (1215 LFR), Aldi Inc. truck repair (1355 LFR), Salisbury-Rowan Utilities (SRU) water tower (1375 LFR), and High Rock Collision (1555 LFR).
- Chewy Inc. located at 255 Front Creek Rd. consisting of 88 acres generally zoned 85-ED-2.

 Rusher BP located at 1190 Long Ferry Rd. in The Town of Spencer's Extra Territorial Jurisdiction (ETJ).

Planning staff analysis on the road impact typically include the following basic information in addition to projected trip generation based on a proposed use(s), if known:

Long Ferry Road (SR 2120) -

- o Classified as a major thoroughfare.
- Most recent Annual Average Daily Traffic (AADT) counts collected in 2019 estimate the following vehicle trips: 6,400 West of Front Creek Rd. and 4,100 East of Dukeville Rd.
- The 2019 Cabarrus-Rowan Metropolitan Planning Organization's (CRMPO)
 Comprehensive Transportation Plan (CTP) estimates road capacity at 11,700 AADT, which
 represents a figure primarily based on pavement width (estimated between 22 and 24
 feet) and speed limit (45 mph) rather than a single measure of assessing the road's
 operational capacity.

<u>Trip Generation / Traffic Impact Analysis</u>

The developer along with their traffic engineer, Design Resource Group (DRG), identified four (4) land use codes from the Institute of Transportation Engineers (ITE) Trip Generation Manuel (10^{th} Edition, 2017) based on the proposed uses and assumed building square footage of each in the development used as the input measure within their required Traffic Impact Analysis (TIA). Figure 5 detail the projected weekday trips during the AM Peak Hour (7:00-9:00 AM), PM Peak Hour (4:00-6:00 PM), and total daily trips projected at complete buildout. For example, one (1) "trip" is calculated by leaving one's home and arriving to work with no other stops along the way. Additional trips are tallied based on subsequent movements leaving the site.

Land Use	Land Use Code	Size
Warehousing	150	1,085,280 sq.ft.
High-Cube Fulfillment Center Warehouse	155	547,560 sq.ft.
General Light Industrial	110	750,000 sq.ft.
Manufacturing	140	336,960 sq.ft.

Trip Generation - Unadjusted Volumes During a Typical Weekday					
	IN	TOTAL			
AM Peak Hour	678	303	981		
PM Peak Hour	557	803	1,360		
Daily Trips			11,229		

Figure 5

Approach			AM Peak Ho	our		PM Peak Ho	our
		LOS	Delay (sec / veh)	Capacity (v/c)	LOS	Delay (sec / veh)	Capacity (v/c)
	2025 Full Build with Improvements						
LFR	Intersection	С	33	0.82	D	40.2	0.94
I-85 SB mps & L	EB - Long Ferry Rd	С	32.5	-	D	50	-
I-85 SB Ramps & LFR	WB - Long Ferry Rd	С	31.7	-	С	28.6	-
Ra	SB - I-85 SB Ramps	С	34.6	-	D	52.1	-
Æ	Intersection	В	16.9	0.72	С	22.7	0.91
NB & L	EB - Long Ferry Rd	Α	8.3	-	В	10.6	-
I-85 NB Ramps & LFR	WB - Long Ferry Rd	Α	9.5	-	В	13.5	-
Rar	NB - I-85 NB Ramps	D	39.8	-	Е	60.8	-
ø	Intersection	С	26.5	0.88	D	53.4	1.1
Front Creek & LFR	EB - Long Ferry Rd	С	24.3	-	С	21.2	-
: Cre LFR	WB - Long Ferry Rd	В	13.8	-	F	82.1	-
ront	NB - Front Creek	Е	72.5	-	Е	78.2	-
ш	SB - Front Creek	С	34.5	-	D	41.9	-
ر م	EB - Long Ferry Rd	Α	0.9	-	Α	2.5	-
Bld. A /B & & LFR	WB - Long Ferry Rd	Α	0.1	-	Α	0.1	-
A.1.	NB - Bld. A	Е	37.3	-	F	1,288.8	-
Blc	SB - Bld. B /C	С	16.3	-	Ε	37.9	-
똢	Intersection	Α	9.7	0.5	В	14.9	0.62
& L	EB - Long Ferry Rd	Α	9	-	В	15.1	-
٥/ ١	WB - Long Ferry Rd	Α	9.7	-	В	12.5	1
BId. A /D & LFR	NB - Bld. A	В	12.4	-	В	18.3	-
B	SB - Bld. D	В	13.3	-	В	16.7	-
જ	EB - Long Ferry Rd	Α	0	-	Α	0	-
BId. D LFR	WB - Long Ferry Rd	Α	0.2	-	Α	0.1	-
B	NB - Bld. D	В	14.5	-	С	19.3	-
κx	EB - Long Ferry Rd	Α	0.1	-	Α	0.3	-
Stoner Morgan & LFR	WB - Long Ferry Rd	Α	0.1	-	Α	0.1	-
Stoner Aorgan { LFR	NB - Bld. E	В	13.8	-	С	17	-
2	SB - Stoner Morgan	В	12.3	-	С	15.4	-
uo	EB - Long Ferry Rd	Α	0.4	-	Α	0.1	-
Buck Station & LFR	WB - Long Ferry Rd	Α	0.1	-	Α	0.1	-
ck Stati & LFR	NB - Bld. F	В	12.3	-	В	14.4	-
Bu	SB - Buck Station	В	13.2	-	В	11.7	-
Source: DRG TIA pgs. 33-54 Figure 6							

DRG studied the following existing intersections with Long Ferry Road in addition to the proposed five (5) new driveway connections: I-85 Southbound Ramp, I-85 Northbound Ramp, Front Creek / Willow Creek Road, Stoner Morgan Road, and Buck Station Road. In Figure 6, each intersection was analyzed to determine the project's traffic impact at buildout measured by the average vehicle delay in seconds, for each turn movement along with assigning a letter grade referred to as Level of Service (LOS). Figures provided factor in benefits from the developer required road improvements discussed in the below section. The National Research Council Transpiration Research Board's Highway Capacity Manual 6th ed. 2016 uses LOS grades as a qualitative measure of effectiveness for signalized and unsignalized intersections (see Figure 7).

Intersection LOS	Signalized Intersection Control Delay per Vehicle (sec / veh)	Unsignalized Intersection Control Delay per Vehicle (sec / veh)
Α	< 10	< 10
В	>10 and <20	>10 and <15
С	>20 and <35	>15 and <25
D	>35 and <55	>25 and <35
E	>55 and <80	>35 and <50
F	>80	>50

Source: TIA reference. to NRC Highway Capacity Manual 6th ed.

Figure 7

Signalized intersections are also measured with a volume to capacity ratio for the AM / PM peak periods with 1.0 suggesting the intersection would function at full capacity. Staff Note: some of the values for building access roads in Figure 6 may be slightly skewed due to the changes in driveway locations from the initial TIA. Figures used in the TIA are based on anticipated type and size of development, which could warrant subsequent review by DOT staff should significant change in these assumptions occur.

<u>Required Road Improvements</u> On February 3, 2022, DOT approved the TIA findings and required the following improvements along the corridor (see enclosed):

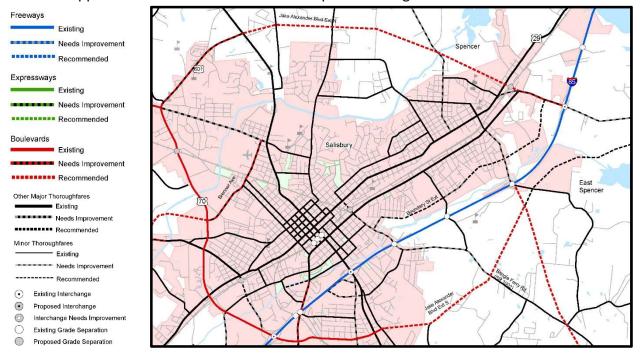
- Install three (3) traffic signals on Long Ferry Road at the intersections with the I-85 Southbound Ramp, Northbound Ramp, and Front Creek Road / Willow Creek Road;
- A fourth (4th) traffic signal may be required at the driveway for Buildings A & D at the discretion of DOT;
- Addition and extension of various right and left turn lanes along Long Ferry Road, Front Creek Road, and the I-85 ramps.

These improvements would be a condition of the driveway permit(s) enforced by DOT. According to surveying and engineering information, the developer indicated sufficient public right of way is currently available to accommodate the proposed road improvements. The Congestion Management section of DOT stated the TIA indicated the development will consume available capacity of Long Ferry Road and additional future development may exceed capacity resulting in

the need to widen Long Ferry Road. It is worth noting the existing Long Ferry Road bridge over I-85 is approximately 41 feet wide exclusive of shoulders and currently supports one travel lane each for west and eastbound traffic and portions of northbound and southbound turn lane tapers. Additional lanes needed beyond the above required by DOT would require a new bridge over I-85.

<u>Long Ferry Road Corridor Study –</u> The county recently selected a consultant to perform a corridor study for Long Ferry Road between North Salisbury Avenue (US 29) in Spencer and Leonard Road (SR 2168) just east of the development. The study is charged with evaluating existing vehicular and truck traffic with potential non-residential development along the corridor. Study goals include identifying and providing cost effective solutions to mitigate traffic impacts, provide a suggested road design(s) that fosters economic development, and develop land use policies to preserve the corridor's integrity. Staff anticipates study completion in the Fall of this year.

<u>CTP Map –</u> The idea of loop type road around Salisbury appeared in the 1974 DOT Salisbury Thoroughfare Plan (and possibly earlier documents) with identification of new recommended road segments constructed on the northern and eastern sides of the city. The 1999 DOT Salisbury Thoroughfare Plan refined these locations into a functional loop road concept using Jake Alexander Blvd. and proposing a continuation of the road on new alignment from US 601 to Long Ferry Road to the north and Stokes Ferry Road to Long Ferry Road to the south and east. These locations appear identical to the current CTP map noted in Figure 8.



The potential future Jake Alexander Blvd. extension is currently depicted through many developed areas such as Jacobs Terrace Subdivision off W. Innes St.; Aldi distribution on Old Union Church Rd.; two (2) major stream crossings with Grants Creek and Crane Creek; and the subject property. Without a more specific alignment identified, it would be difficult and potentially problematic to accommodate a future right of way reservation through the project area.

POTENTIAL IMPACT ON SCHOOLS N/A. Current RA zoning would permit one (1) dwelling unit per 10,000 sq.ft. lot with public water and sewer while the proposed conditional district would not permit any residential use.

POTENTIAL IMPACT ON UTILITIES

Public Water — This development would be served by an existing 12" public water line (potable) owned by the county extending along the south side of Long Ferry Road. A second 12" public water line (non-potable) for fire supression would be extened from the water tower at 1375 Long Ferry Road and run concurrent with the proposed sewer line extension. According to Salisbury-Rowan Utilities (SRU) staff, sufficinet capacity is available to serve the proposed development.

<u>Public Sewer –</u> The developer is proposing to construct a 4" public sewer force main and one (1) pump station to convey sewer to an existing 16" gravity line behind Chewy. SRU staff indicated sufficinent capacity is available to serve the proposed devlopment and other potential needs in the basin.

<u>Stormwater –</u> This property is not located within a Phase II stormwater area identified by the North Carolina Department of Environmental Quality (DEQ). However, the developer is proposing a series of stormwater ponds throughout the site to address runoff impacts.

On October 11, 2021, ESC Southeast, LLP. prepared a Phase I Environmental Assessment (ESA) for the developer, which included the rezoning area and portions of the Mobi Lodge and ALCOA property to the southwest near the sewer extension. In conclusion, the ESA did not identify existing environmental concerns with the property. Additionally, on October 25, 2021, ESC prepared a wetland delineation report to identify streams and wetland areas on the property. Study results suggest the area contains eighteen (18) potentially jurisditional streams totaling 14,323 linear feet and twelve (12) potentially jurisdictional wetlands totaling 9.2 acres. Three-fourths of wetland acres are located outside the subject property boundary along with portions of the stream segments.

Site plan details indicate the land use plan recommended fifty (50) foot stream buffer along all potentially jurisdictional streams. With the exception of the sewer extension, the development proposes one (1) buffer encrochment at the northeast corner of Building A.

<u>Floodplain</u> – The rezoning area does not contain any areas within a regulated floodplain. Preliminary plans suggest the sewer extension will avoid floodplain areas.

DECISION MAKING
In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the Board of Commissioners in a rezoning decision is "whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance." Additionally, the board "shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large."

The Board of Commissioners must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest.

APRIL 25TH, 2022
PLANNING BOARD
MEETING

Other than the applicant and property owners, no one spoke at the courtesy hearing. The Planning Board voted unanimously (6-0) to recommend approval subject to the six (6) conditions noted in the previous staff report (have since been revised) section based on the below statement:

Planning Board Statement of Reasonableness / Consistency

"Z 04-22 is consistent with the East Area Land Use Plan and reasonable and appropriate based on the following: It encourages industrial usage along the I-85 corridor and with the Comprehensive Transportation plan of 1974 and 1999; and reasonable to present this request as a Conditional District as it limits the potential use of the property and with the conditions mutually agreed upon with the applicant."

** Staff Comment** – If approved, staff suggest consideration of the following statement:

"Z 04-22 is consistent with the East Area Land Use Plan and reasonable and appropriate based on the following:

- Industrial land uses are encouraged within the I-85 corridor;
- Project complies with the plan's encouraged use and extension of water / sewer utilities;
- Perimeter buffering and screening proposed;
- Fifty foot stream buffers provided;
- 384 acre rezoning area borders a 172 acre area consisting of 85-ED-1 & 85-ED-2 districts to the west and a 585 acre IND zoned area to the north;
- Request complies with the CBI district's purpose and intent by utilizing public investment infrastructure to provide tax base and employment opportunities for the local and regional economies;

- This property is identified by the Rowan County Economic Development Council as one of the best industrial sites in the county; and
- The Conditional District ensures development will be limited to the approved plan."

PUBLIC NOTICE

<u>June 8th –</u> Letters mailed to 138 area property owners

(see Figure 9).

<u>June 8th – Three</u> (3) signs posted on property.

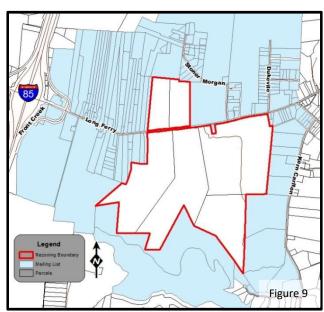
June 9th and 16th – Two (2) notices published in the Salisbury Post.



STAFF COMMENTS

For many years, the Carlton property has

been recognized by the Rowan County



Economic Development Council for its non-residential potential and assemblage of nearly 400 acres of contiguous property. When public sewer was extended under I-85 to Chewy, public water along Long Ferry Road, and the completion of eight (8) lanes for I-85 around 2020, the site evolved into one of the top industrial sites in the county and important for Northern Rowan. As evidenced from the road impact section, this project is anticipated to consume available capacity for Long Ferry Road based on the assumptions used in the TIA. Developer required road improvements were identified to mitigate traffic impacts on the area as a condition of their driveway permit. DOT approval specified change in development plans related to land use, size, phasing, or other factors that impact the integrity of the TIA, may require an updated TIA and additional road improvements.

It is worth noting there are a limited number of large "speculative" non-residential zoned areas that are undeveloped (e.g. Statesville Blvd. and a scatter of 85-ED zones along I-85).

	Non-Residential Zoning ¹	Residential Zoning ²	Municipal Zoning ³	High Rock Lake ⁴	Total
Square Miles	19.79	391.32	100.70	12.08	523.89
% of County	4%	75%	19%	2%	100%

Figure 10

1-RS, RR, RA, MHP, and MFR along with overlay areas

2-85-ED-1 through 4, IND, CBI, NB, and INST along with overlay areas

3-Town and ETJ limits

4- Acreage within High Rock Lake portion of Rowan County Boundary

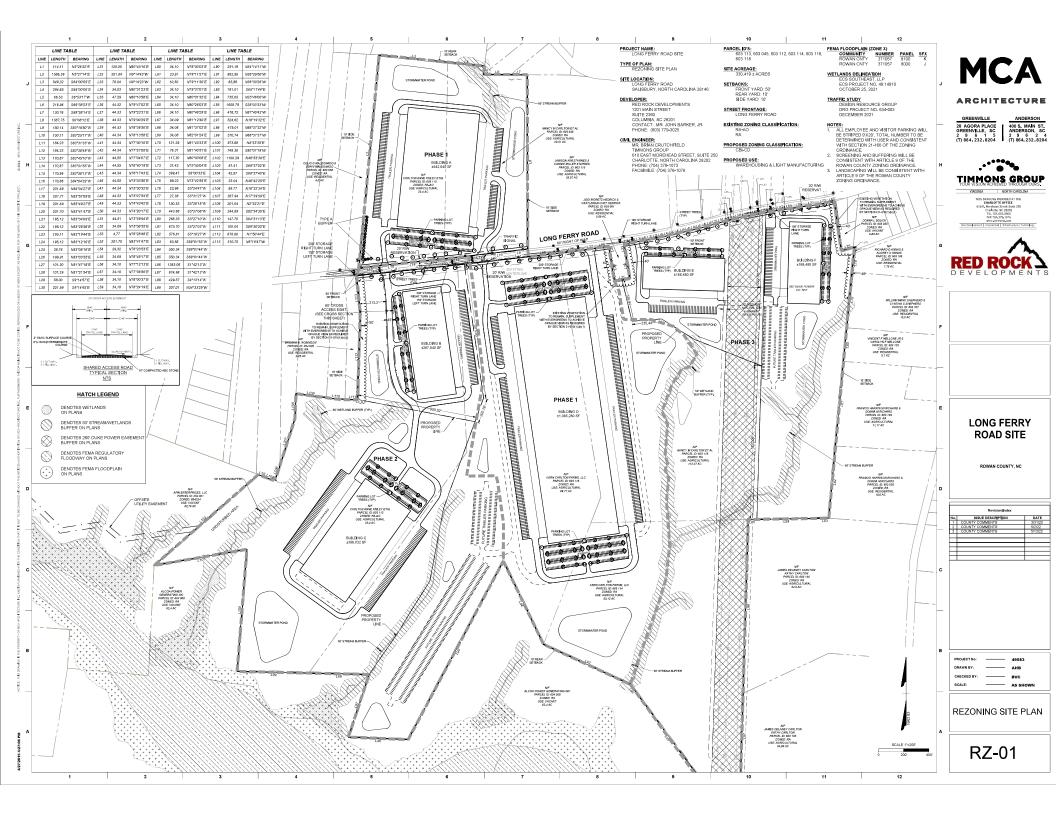
Figure 10 indicates only 4% of the county is zoned for non-residential use, which is somewhat to be expected but is also a reminder when considering rezoning requests.

One major benefit with the limited acreage is the opportunity provided by a conditional district request. Plans submitted addressed many staff comments but may incorporate others from the public or Board of Commissioners in the form of a condition of mutual agreement between the applicant and county. Staff would offer the following additional conditions for consideration (if approved):

- 1. Reserve twenty (20) feet along the south and north side of Long Ferry Road for future transportation needs;
- Add gravel or grass paver connection suitable for fire access along with signage to denote emergency access only at the following three (3) locations: 1. Employee parking driveway and west side truck parking access at Building A. 2. Southeast truck parking drive for Building B to the truck parking drive on the west side of Building D. 3. Trailer parking for Buildings E and F;
- 3. Eliminate SIC subgroups SIC 4221 Farm Product Warehouse and Storage and 5159 Farm Product Raw Materials; and
- 4. Outdoor storage must be located behind a building or otherwise screened with an opaque fence or evergreen vegetation from adjoining properties and Long Ferry Road.

ENCLOSURES

- 1.Staff report
- 2. Rezoning applications
- 3. Long Ferry Road Speculative Industrial Development Overview
- 4. DOT TIA review letter
- 5.Site Plan
- 6.GIS Map



Long Ferry Road Speculative Industrial Development Development Overview April 4, 2022

Project Description

The project anticipates the development of six (6) speculative industrial buildings on approximately 380 acres. Five (5) of the buildings will be on the south side of Long Ferry Road and the remaining building will be constructed on the north side of Long Ferry Road. The buildings will be initially constructed as shell buildings. Once tenants for each building are identified, the buildings will be upfit based upon their needs.

The project will be developed in three (3) Phases. The first phase will see the construction of a +/-1,100,000 square foot building on the south of Long Ferry Road as well as a +/- 550,000 square foot building on the north side of Long Ferry Road. The second phase is anticipated to see the construction of two (2) buildings on the south side of Long Ferry Road; +/- 270,000 square feet and +/- 400,000 square feet. The third phase is anticipated to see the construction of two (2) buildings on the south side of Long Ferry Road; +/- 170,000 square feet and +/- 170,000 square feet.

Anticipated completion of each phase:

Phase I 2023Phase II 2024Phase III 2025

Buildings (see rendering)

The buildings will be designed as tilt wall concrete panels. Details will be added to the buildings to break up long exterior walls through color, articulation, or both. The development will have a consistent standard and provide for an upscale industrial development. Building entrances will be clearly defined at the front of each building.

Employee parking and truck courts will be separated to provide for the safety of the employees.

Landscaping

Adjacent residential uses will be screened and buffered in a manner that is higher the requirements of the Rowan County Zoning Ordinance. Screening and buffering will be achieved through maintaining existing vegetation, new plantings, or a combination of both.

Each site will also include planting though out the site to include but limited to entrances, roadways, employee parking lots and truck courts. Landscaping will be achieved at higher level than the existing Rowan County Zoning Ordinance.

Traffic and Access

The project has completed a Traffic Impact Analysis in conjunction with NCDOT. Road improvements will be constructed along Long Ferry Road in accordance with the requirements of the approved review from NCDOT. Access into the development will be consistent with the approval of NCDOT.

Site Lighting and Signage

The project lighting will be a maximum of 35' high poles and designed to achieve between 0 and 0.5 footcandles at the property line.

The project will have monument signs along Long Ferry Road and building signage that designates the user of the building. Way finding signs or informational signage will also be incorporated into the project.

Anticipated Days and Hours of Operation

Since the project is speculative and end users can not be determined at this time. As such, hours of operations and days of operations can not be determined until end users for each are identified.

Table of Uses Consistent with the base CBI Zoning District

P - Permitted

SR – Special Requirement

SIC	Use	Classification
20 ¹	Food and kindred products	Р
23	Apparel & Other finished products made from fabrics & similar material	Р
27	Printing, publishing, allied industries	Р
284	Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations	Р
34 ²	Fabricated Metal products, except machinery and transportation equipment	Р
35	Industrial and commercial machinery and computer equipment	Р
36	Electronic and other electrical equipment and components, except computer equipment	Р
37	Transportation equipment	Р
39	Miscellaneous manufacturing industries	Р
42 ³	Motor Freight transportation and warehousing	Р
421	Trucking	Р
47	Transportation Services	Р
50 ⁴	Wholesale trade, durable goods	Р
5032	Brick, stone & related construction materials	Р
5083	Farm & garden machinery & equipment	Р
51 ⁵	Wholesale trade, nondurable goods	Р
5159	Farm product raw materials	Р
5191	Farm supplies	Р

Subcategories not allowed

- 1. 207 Fats and Oils not allowed
- 2. 3483 Ammunition expect small arms
 - 3489 Ordinance and accessories
- 3. 4226(pt) Automobile dead storage, oil and gasoline storage caverns, and dead storage of manufactured homes
- 4. 5015 Motor vehicle parts, used (outdoors),
 - 5093 Scrap and waste materials,
- 5. 5153 Grain and field beans
 - 516 Chemical and allied products
 - 517 Petroleum and petroleum products
 - 5191 Farms supplies



1,000,000 sf



542,000 sf



STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

February 3, 2022

Rowan County

Subject: Long Ferry Road Site- Red Rocks Development

Red Rock Investment Partners, LLC 328 Prestwick Dr Hoschton, GA 30548

Mr. Jay Matey,

The Department has completed a review of the Traffic Impact Analysis (TIA) for the proposed Long Ferry Road Site located in Rowan County. Based on the TIA findings and in accordance with the guidelines set forth by the NCDOT Policy on Street and Driveway Access Manual, the following improvements shall be required to mitigate the traffic impacts of the proposed development on NCDOT facilities:

Phase I:

Long Ferry Road and Access A

- Construct a Long Ferry Rd eastbound left turn lane with 150' of storage and the appropriate taper.
- Construct a site access on the north side of Long Ferry Rd with one ingress and two egress lanes. Provide 125' of storage and internal protected stem.

Long Ferry Road and Access B

- Construct a Long Ferry Rd eastbound left turn lane with 200' of storage and the appropriate taper.
- Construct a Long Ferry Rd eastbound right turn lane with 150' of storage and the appropriate taper.
- Construct a Long Ferry Rd westbound left turn lane with 100' of storage and the appropriate taper.

Website: www.ncdot.gov

- Construct a site access on the north side of Long Ferry Rd with one ingress and two egress lanes. Provide 125' of storage and internal protected stem.
- Construct a site access on the south side of Long Ferry Rd with one ingress and two egress lanes. Provide 100' of storage and internal protected stem.
- Monitor for signalization at full build out.

Long Ferry Road and Access C

- Construct a Long Ferry Rd eastbound right turn lane with 200' of storage and the appropriate taper.
- Construct a site access on the south side of Long Ferry Rd with one ingress and two egress lanes. Provide 100' of storage and internal protected stem.

Long Ferry Road and Front Creek Road

- Install a traffic signal.
- Construct a Long Ferry Rd westbound left turn lane with 100' of storage and the appropriate taper.
- Construct a Long Ferry Rd eastbound left turn lane with 100' of storage and the appropriate taper.
- Extend the eastbound right turn lane on Long Ferry Rd from I-85 NB ramps to Front Creek Rd intersection.
- Construct a Front Creek Rd northbound dedicated left turn, along with a combination left-thru-right lane with 350' of storage and the appropriate taper.

Long Ferry Road and I-85 NB Ramps

- Install a traffic signal.
- Extend the westbound right turn lane on Long Ferry Rd from I-85 NB ramps to Front Creek Rd intersection.
- Construct an I-85 NB ramp northbound right turn lane with 500' of storage and appropriate taper.
- Restripe the Long Ferry Rd eastbound left turn lane to provide 175' of storage and the appropriate taper.

Long Ferry Road and I-85 SB Ramps

- Install a traffic signal.
- Extend the westbound left turn lane on Long Ferry Rd to provide 350' of storage and appropriate taper.
- Construct an additional Long Ferry Rd westbound left turn lane with 100' of storage and appropriate taper.
- Extend the I-85 SB ramp southbound left turn lane to provide 475' of storage and appropriate taper.
- Construct an additional lane on the I-85 SB on-ramp to receive the dual left turning movements.

Phase II:

Long Ferry Road and Access A

- Construct a Long Ferry Rd eastbound right turn lane with 100' of storage and the appropriate taper.
- Construct a Long Ferry Rd westbound left turn lane with 100' of storage and the appropriate taper.
- Construct a site access on the south side of Long Ferry Rd with one ingress and two egress lanes. Provide 100' of storage and 200' of internal protected stem.

Phase III:

Long Ferry Road and Access D

- Construct a Long Ferry Rd eastbound right turn lane with 100' of storage and the appropriate taper.
- Construct a site access on the north side of Long Ferry Rd with one ingress and two egress lanes. Provide 100' of storage and internal protected stem.

Long Ferry Road and Access E

• Construct a Long Ferry Rd eastbound right turn lane with 100' of storage and the appropriate taper.

• Construct a site access on the north side of Long Ferry Rd with one ingress and two egress lanes. Provide 100' of storage and internal protected stem.

Long Ferry Road and Access F

- Construct a Long Ferry Rd eastbound right turn lane with 100' of storage and the appropriate taper.
- Construct a site access on the north side of Long Ferry Rd with one ingress and two egress lanes. Provide 100' of storage and internal protected stem.

Long Ferry Road and Access G

- Construct a Long Ferry Rd eastbound right turn lane with 100' of storage and the appropriate taper.
- Construct a site access on the north side of Long Ferry Rd with one ingress and two egress lanes. Provide 100' of storage and internal protected stem.

The above referenced improvements shall be designed and submitted as part of the NCDOT Driveway Permit Application package. This TIA and the recommended improvements have been analyzed based on the land-use, size, and phases of the proposed facility. If any of these factors change as the development progresses, the Department reserves the right to require an updated traffic study and/or additional roadway improvements to mitigate the site's traffic. Please reach out to the NCDOT District Office to discuss potential changes to this development proposal and what impacts it may have on improvements listed above.

If you have any questions or concerns regarding these requirements, please contact our office at 704-630-3200.

Sincerely yours,

DocuSigned by:

Kelly Seitz, PE

District Engineer

PKS: etg

Attachments(s)

cc: Mr. Ed Muire, Rowan County Planning & Zoning

Mr. Shane Stewart, Rowan County Planning & Zoning

Mr. Greg Edds, Rowan County Commissioners Chairman

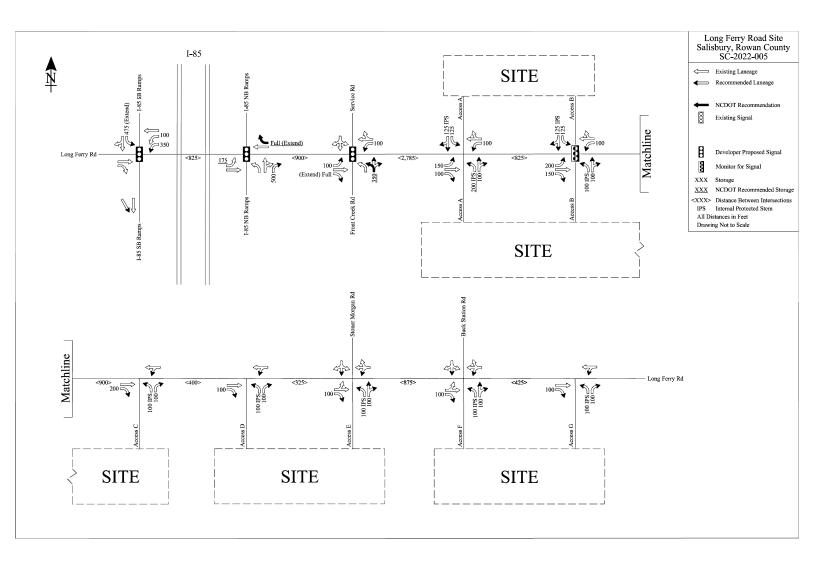
Mr. S.P. Ivey, PE, Division Engineer

Mr. J.P. Couch, PE, Division Traffic Engineer

Mr. Randy Goddard, PE, Design Resource Group

Mr. Brian Crutchfield, PE, Timmons Group

Mr. Todd Ward, Red Rock Investment Partners





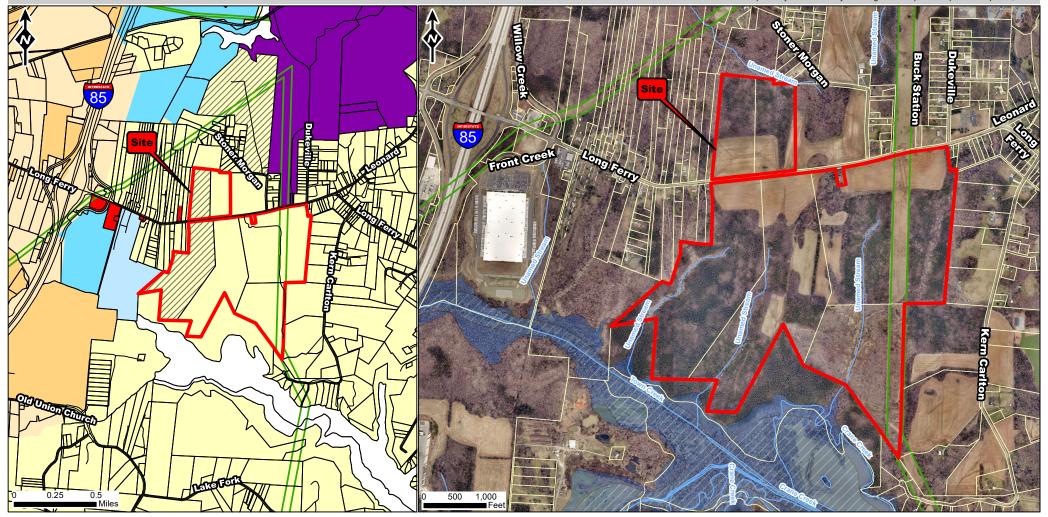
Z 04-22: Red Rock Developments LLC.

LEGEND





Prepared by Rowan County Planning & Development Department April 12, 2022





Rowan County Department of Planning & Development 402 N. Main Street Suite 204 Salisbury, NC 28144 Phone (704) 216-8588 Fax (704) 638-3130 www.rowancountync.gov

Case #	, 04-22
Date Filed	4/7/22
Received By	BB
Amount Paid_	\$ 300
Office	Use Only

REZONING APPLICATION
OWNERSHIP INFORMATION:
Name: Anne Finley Carlton Et al
Signature: Lina Finley Carllen
Phone: 704-562-9587 Email: anne.carlton3@gmail.com
Address: 109 W Council St., Salisbury, NC 28144
APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner
Name: Red Rock Developments, LLC (Todd Ward)
Signature:
Phone: 864-423-1747 Email: tward@redrockdevelopments.com
Address: 1201 Main Street, Suite 2360, Columbia, SC 29201
PROPERTY DETAILS:
Tax Parcel(s): 603113, 603112 Size (sq.ft. or acres): 105.31
Property Location: Long Ferry Road
Current Land Use: Agricultural
Date Acquired: 1990 Deed Reference: Book 679 Page 954
REQUEST DETAILS:
Existing Zoning District RA-AO & RA Requested Zoning District CBI Conditional
f requesting a conditional zoning district, list proposed use or uses:
See attached.
Additional information enclosed restricting the conditional use district? Yes No
Site plan containing information from sec. 21-52 enclosed? Yes No

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

	I (We), Anne Finley Carlton , owner	er(s) of the within described				
	property do hereby request the proposed rezoning and hereby at	athorize the person listed below				
	to act as my (our) duly authorized agent in this matter.					
	Signature(s): Una Fruley Carlor					
	Date: 3/24/22					
	Name of Applicant / Agent: Red Rock Developments (Todd Ward)					
	Address: 1201 Main Street, Suite 2360, Columbia, SC 29201					
	Phone Number: 864-423-1747					
	IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDE APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICAT CONSIDERED AND REVIEWED, THE BURDEN OF PROVIEWITH THE ABOVE NAMED APPLICANT WHETHER OWN OWNER'S AGENT.	ION WILL BE CAREFULLY DING ITS NEED RESTS				
	STATE OF COUNTY OF	Mecklenburg				
	I. KHAMCA SPHAMILAT, a Notary Public for sa certify that Arme Finley Carlton personally app acknowledged the due execution of the foregoing instrument. My commission expires 07/27, 20 25.	eared before me this day and SEAL				
		Khamla Sphabmixay NOTARY PUBLIC Mecklenburg County, NC My Commission Expires July 27, 2025				
		Klacala Jalalamen				
	OFFIÇIAL USE ONLY					
	1. Signature of Rezoning Coordinator: Courtesy Hearing: 4 / 25/22 3. Notifications Mailed: 4 / 12 / 2 4 / 12 / 22 5. Planning Board Action: Approved 6 Denied 6	6. Board of Commissioners				
5/16/22 nt6	Public Hearing: 5 / 16 / 32 7. Notifications Mailed: 5 / 4 / 32 8 5 / 4 / 32 9. Dates Advertised: 1st 5 / 5 / 22 2nd 5 / 12 / 3 Denied 11. Date Applicant Notified: / /	R. Property Posted:				
6/20/22 mTG	Sign postel / letters mailed 6/8/22	2				
1.1-	Oder Advertised 6/9/22 & 6/16/22					



Rowan County Department of Planning & Development 402 N. Main Street Suite 204 Salisbury, NC 28144 Phone (704) 216-8588 Fax (704) 638-3130 www.rowancountync.gov

Case #	, 04-22
Date Filed	4/7/22
Received By	BB
Amount Paid	\$ 300
Offic	ce Use Only

KE	ZONING APPLICATION :	
OWNERSHIP INFORMATION:		
Name: Kern Carlton Farms LI		
Signature: Thinna K.	Carllon fr. M.	enson
Phone: 704-791-0466	Email: toppyii@aol.com	
Address: 10 Lawton Ln., Sali		
APPLICANT / AGENT INFORM	IATION: Complete affidavit on back if	non-owner
Name: Red Rock Developmen		
		er er fan de klone, in program de fakte falle fan de fange fan de groek er fakte in fall de komen weken de keine in kein en in de gerende
Phone: 864-423-1747	Email: tward@redrockdeve	lopments.com
	Suite 2360, Columbia, SC 292	
PROPERTY DETAILS:		
Fax Parcel(s): 603114, 60311	6 Size (sq.ft. or acres):	142.89
Property Location: Long Ferry	Road	A. POTOR P. A. Editory or extended 2-100 Auditory contrast (payor, flavor and dispressment of province performing partners, company, contrast, con
Current Land Use: Agricultural		The second secon
	Deed Reference: Book 840	Page 877
REQUEST DETAILS:		
Existing Zoning District RA	Requested Zoning Distr	riet CBI Conditional
f requesting a conditional zoning d	listrict, list proposed use or uses:	
See attached.		
Additional information enclosed res	stricting the conditional use district	? Yes 🗸 No 🗌
Site plan containing information fro	om sec. 21-52 enclosed? Yes	✓ No □

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

	I (We), Kern Carlton Farms, LLC , owner(s) of	the within described
	property do hereby request the proposed rezoning and hereby authorize	the person listed below
	to act as my (our) duly authorized agent in this matter.	
	Signature(s): Thoras Karoling, for,	
	Date: 3/25/2022	
	Name of Applicant / Agent: Red Rock Developments (Todd Ward)	
	Address: 1201 Main Street, Suite 2360, Columbia, SC 29201	
	Phone Number: 864-423-1747	Manufacture of the American Control of the Control
	IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDING OV APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICATION W CONSIDERED AND REVIEWED, THE BURDEN OF PROVIDING I WITH THE ABOVE NAMED APPLICANT WHETHER OWNER, NO OWNER'S AGENT.	TS NEED RESTS
	STATE OF NC COUNTY OF F	nowan
	I, Bunnie W. Vanduas Anotary Public for said Coucertify that Momas K. Caupy It personally appeared	inty and State, do hereby before me this day and
	acknowledged the due execution of the foregoing instrument. My commission expires 11-27 20 25.	THE PROPERTY OF THE PROPERTY O
	OPEICIAL LIGHT	NON NO STATE OF THE PROPERTY O
	OFFICIAL USE ONLY	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	1. Signature of Rezoning Coordinator: Courtesy Tearing: 4,05,00 3. Notifications Mailed: 4,10,00 4.	2. Planning Board Property Posted:
	9 / 0 / 5 Planning Board Actions Assessed 6	
5/16/22 MTG	Public Hearing: 5 /16 /22 7. Notifications Mailed: 5 / 4 / 22 8. Pro 5 / 4 / 22 9. Dates Advertised: 1 5 / 5 / 22 2nd 5 / 12 / 22 10	perty Posted: BOC Action: Approved
Prio	Denied 11. Date Applicant Notified: / /	
6/20/22	sign posted / letters mosted 6/8/22	2
MT6	Deter Advertised 6/9/22 & 6/16/22	



Rowan County Department of Planning & Development 402 N. Main Street Suite 204 Salisbury, NC 28144 Phone (704) 216-8588 Fax (704) 638-3130 www.rowancountyne.gov

Case # Z	04-22
Date Filed	4/7/22
Received By	BB
Amount Paid	\$ 300
Office	Use Only

REZO	ONING APPLICATION —
OWNERSHIP INFORMATION:	
Name: Nancy M Carlton Et al.	
Signature: Mana, M. Car	len
Phone: 703-822-1186	Email: nancycarlton3@gmail.com
Address: 429 Bethel Dr., Salisb	oury, NC 28144
APPLICANT / AGENT INFORMA	FION: Complete affidavit on back if non-owner
Name: Red Rock Developments	s, LLC (Todd Ward)
Signature:	
Phone: 864-423-1747	Email: tward@redrockdevelopments.com
Address: 1201 Main Street, Sui	te 2360, Columbia, SC 29201
PROPERTY DETAILS:	
Tax Parcel(s): 603118, 603045	Size (sq.ft. or acres): 134.78
Property Location: Long Ferry Re	
Current Land Use: Agricultural	
	Deed Reference: Book 1350 Page 620
REQUEST DETAILS:	
Existing Zoning District RA	Requested Zoning District CBI Conditional
If requesting a conditional zoning dis	trict, list proposed use or uses:
See attached.	
Additional information enclosed restr	icting the conditional use district? Yes V No
Site plan containing information from	sec. 21-52 enclosed? Yes 🗸 No

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

	I (We),	Nancy M. Carlton	, owner(s) of the within described
	property d	o hereby request the proposed rez	oning and hereby author	rize the person listed below
	to act as m	y (our) duly authorized agent in t	his matter.	
	Signature(s): Ylanes M. Cult		
		126/2032		
		Applicant / Agent: Red Rock Dev	elopments (Todd Ward)	
	Address:	1201 Main Street, Suite 2360,	Columbia, SC 29201	and the second s
	Phone Nur	nber: 864-423-1747		
	APPLIC CONSID WITH T	DERSTOOD BY ALL PARTIES (ANT(S) / AGENT(S) THAT WHIL ERED AND REVIEWED, THE B HE ABOVE NAMED APPLICAN 'S AGENT.	E THIS APPLICATIO URDEN OF PROVIDIN	N WILL BE CAREFULLY IG ITS NEED RESTS
	STATE O	F Virginia	COUNTY OF _A	lexandria City
		Zeidan ,a		
		Nancy M. Carlton ged the due execution of the foreg		SEAL SECTION OF THE S
		ission expires 02/28		The second second
	My commi	SSIGH CAPITOS	and the second s	1 AST
	Courtesy He	of Rezoning Coordinator: aring: 4 /05 /02 3. Notification 5. Planning Board Action: Appro	s Mailed: 4/10/00	
		ng: 5/16/22 7. Notifications N		
5/16/22 nT6		9. Dates Advertised: 1 st 5 / 5	122 24 5/12/2	
		posted letters mailed 6/8/ Advertised 6/9/22 & 6	22	2
6/20/22	31.74	dala de	116/22	
	Ooles	Advertised 6/9/22 2 6	116100	

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director

DATE: June 10, 2022

SUBJECT: Public Hearing: Harold Street Road Closure

BACKGROUND

At its May 16, 2022 meeting, the Commission adopted a Road Closure Resolution presented by Attorney James L. Carter on behalf of Duke Energy Carolinas, LLC. Adoption of this resolution (attached) advised the public of the Commission's intent to consider closure of a portion of this unopened private right-of-way.

NCGS 153A-241 (attached) establishes the process for the Commission to close private roads or unopened rights-of-way.

REQUIREMENTS

Attorney Carter has provided the statutory elements for processing the right-of-way closure which include:

- 1. Adoption of Resolution by the Commission
- 2. Public Hearing advertised for 3 consecutive weeks
- 3. Notices sent to adjoining owners
- 4. Signs posted on the road (by Rowan County Planning)
- 5. Survey prepared showing the right-of-way to be closed

RECOMMENDATION

- 1. Receive Planning Staff report on the proposal
- 2. Conduct Public Hearing
- 3. Close Public Hearing
- 4. Adopt Resolution accepting the unopened portion of Harold Street
- 5. Consider adopting the order closing the street, and upon a finding that closing the road is not:
 - a) contrary to the public interest or the property rights of any individual, and
 - b) that no individual owning property in the vicinity of said portion of Harold Street or in the subdivision in which they are located will be deprived of reasonable means of ingress and egress to his property by the closing of said portion of Harold Street.
- 6. Authorize Chairman to sign Order closing the requested portion of Harold Street and be filed with the Register of Deeds

ATTACHMENTS:

Description	Upload Date	Туре
Resolution of Intent to Close Harold Street	6/10/2022	Resolution Letter
NCGS 153A-241	6/10/2022	Backup Material
Public Hearing Publication Invoice	6/13/2022	Backup Material
Adjoining Property Owner Notice	6/13/2022	Backup Material
Signs Posted	6/13/2022	Backup Material
Signs Posted 2	6/13/2022	Exhibit
Survey	6/10/2022	Exhibit
Resolution for Acceptance of Dedication of Harold Street	6/13/2022	Resolution Letter
Harold Street Closure Order	6/13/2022	Resolution Letter



Aaron Church, County Manager Carolyn Barger, Clerk to the Board John W. Dees, II, County Attorney

Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144 Telephone 704-216-8180 • FAX 704-216-8195

RESOLUTION TO CLOSE HAROLD STREET EAST OFF THE 700 BLOCK OF DUKEVILLE ROAD (SR#2175) IN THE COUNTY OF ROWAN AND STATE OF NORTH CAROLINA

WHEREAS, Duke Energy Carolinas, LLC has filed a petition to close an unopened portion of a street identified as "Harold Street" on the record plat entitled, "Duke Power Company, Buck Steam Station, Erskine Subdivision" located in Map Book 9995 Page 821 in the Rowan County Register of Deeds Office. The proposed closure is depicted on a survey map marked "Exhibit A" and is more particularly described by metes and bounds in a document marked "Exhibit B," both of which are available for inspection in the Office of the County Manager, Rowan, North Carolina; and

WHEREAS, the procedure for closing roads or easements outlined in the North Carolina General Statutes, Section 153A-241 requires that the Board of Commission first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said Statute further requires that the resolution shall be published once a week for three successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the public road or easement as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said road or easement.

NOW, THEREFORE, BE IT RESOLVED, by the Rowan County Commission that at its May 16, 2022 meeting it intends to consider closing the aforementioned portion of Harold Street as petitioned by Duke Energy Carolinas, LLC. This segment of road is depicted on a survey map and by a metes and bounds description available for inspection in the County Manager's office, and hereby calls a public hearing on the question to be held at 6:00 p.m., on Monday, the 20th, day of June, 2022, at 130 West Innes Street, Salisbury, NC 28144.

AND FURTHER BE IT RESOLVED, that the Commission hereby directs Duke Energy Carolinas, LLC's agent, Attorney James L. Carter, Jr., to cause notice of this hearing to be published in the Salisbury Post once a week for three successive weeks and provide a copy of this resolution to all property owners adjoining the road, as required by N.C.G.S. 153A-241.

This the 16th day of May, 2022.

Gregory C. Edds, Chairman

CERTIFICATION

I, Carolyn Barger, Clerk to County Commission of Rowan County, North Carolina, do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Board of Commission of the County of Rowan, North Carolina in its meeting convened on the 16th day of May, 2022.

WITNESS my hand and corporate seal of the County of Rowan, North Carolina, this the day of

May, 2022.

Carolyn Barger, County Clerk

§ 153A-241. Closing public roads or easements.

A county may permanently close any public road or any easement within the county and not within a city, except public roads or easements for public roads under the control and supervision of the Department of Transportation. The board of commissioners shall first adopt a resolution declaring its intent to close the public road or easement and calling a public hearing on the question. The board shall cause a notice of the public hearing reasonably calculated to give full and fair disclosure of the proposed closing to be published once a week for three successive weeks before the hearing, a copy of the resolution to be sent by registered or certified mail to each owner as shown on the county tax records of property adjoining the public road or easement who did not join in the request to have the road or easement closed, and a notice of the closing and public hearing to be prominently posted in at least two places along the road or easement. At the hearing the board shall hear all interested persons who appear with respect to whether the closing would be detrimental to the public interest or to any individual property rights. If, after the hearing, the board of commissioners is satisfied that closing the public road or easement is not contrary to the public interest and (in the case of a road) that no individual owning property in the vicinity of the road or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the board may adopt an order closing the road or easement. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county.

Any person aggrieved by the closing of a public road or an easement may appeal the board of commissioners' order to the appropriate division of the General Court of Justice within 30 days after the day the order is adopted. The court shall hear the matter de novo and has jurisdiction to try the issues arising and to order the road or easement closed upon proper findings of fact by the trier of fact.

No cause of action founded upon the invalidity of a proceeding taken in closing a public road or an easement may be asserted except in an action or proceeding begun within 30 days after the day the order is adopted.

Upon the closing of a public road or an easement pursuant to this section, all right, title, and interest in the right-of-way is vested in those persons owning lots or parcels of land adjacent to the road or easement, and the title of each adjoining landowner, for the width of his abutting land, extends to the center line of the public road or easement. However, the right, title or interest vested in an adjoining landowner by this paragraph remains subject to any public utility use or facility located on, over, or under the road or easement immediately before its closing, until the landowner or any successor thereto pays to the utility involved the reasonable cost of removing and relocating the facility. (1949, c. 1208, ss. 1-3; 1957, c. 65, s. 11; 1965, cc. 665, 801; 1971, c. 595; 1973, c. 507, s. 5; c. 822, s. 1; 1977, c. 464, s. 34; 1995, c. 374, s. 1.)

G.S. 153a-241 Page 1

Salisbury Post Legal Invoice

Client

ADKINS & CARTER JENNIFER CARTER

Address 129 N. MAIN ST.

Client Phone Client EMail

(704) 633-8857

jcarter1@adkinscarter.com bwetmore@adkinscarter.com

SALISBURY, NC 28144

Account #

Start Date

bA

177002 1458218 06/02/22

End Date Tagline

06/16/22

QUOTE SP-PH: Harold Street Clo

Price

Puchase Order # Sales Ren

Phone **EMail**

\$668.26

SNL Legal Desk

legals@salisburypost.com

Remit to: Salisbury Post, P.O. Box 4639, Salisbury, NC 28145

No. 1458218

NOTICE OF PUBLIC HEARING FOR CLOSING A PORTION OF HAROLD STREET EAST OFF THE 700 BLOCK OF DUKEVILLE ROAD (SR#2175) IN THE COUNTY OF ROWAN AND STATE OF NORTH CAROLINA

WHEREAS, the County Commission of the County of Rowan is considering a proposal to close the following portion of Harold

Beginning at an existing Iron at the northeast corner of Russell S. Smith and Linda Susan Carpenter as recorded in Book 625. page 639; thence North 1 deg. 20 min. 489 sec. East 60 00 feet to an iron at the southeast corner of Thomas Frank Sachse and wife, Michelle Lynn Saches; thence with Duke Energy Carolinas, LLC along the northern margin of the right of way for Harold Street (unopened) South 88 deg. 40 min. 16 sec. East 631.54 feet to a pipe in the line of Reginald L. Gobble and Peggy H. Gobble Revocable Living Trust land described in Book 1183, page 110; thence with Gobble South 02 deg. 49 min. 57 sec. West 47.98 feet passing over a pipe and continuing 12.14 feet to a pipe at the corner of Duke Energy Carolinas, LLC and Gobble; thence with Duke Energy Caro-linas, LLC North 88 deg. 39 min. 43 sec. West 629.98 feet to an iron at the northeast corner of Smith, said iron being the Point and Place of Beginning and such tract being the area within the right of way for Harold Street as shown on plat by Dustin Spillman, PLS for Duke Energy dated May 23, 2022, such plat incorporated herein by

NOW, THEREFORE, be it resolved that the County Commission Council shall on the 20TH day of June, 2022 at 6.00 p.m., hold a public hearing in the J. Newton Cohen Sr. Room located on the second floor of the J. Newton Cohen Sr. Rowan County Administration Building, 130 West Innes Street, Salisbury, North Car-

olina, to consider forever closing the aforementioned portion of street.

Information related to this Road Closure Request may be viewed https://rowancountync.novusagenda.com/agendapublic/ (uploaded by 2:00 PM on June 15th, 2022).

Individuals with disabilities who need modifications to access the services or public meetings of Rowan County Government should contact the Rowan County Board of Commissioners Office three days prior to the meeting by calling (704) 216-8181 or by utilizing the North Carolina relay number at 1-800-735-2962 (English) or 1-888-825-6570 (Spanish). For additional communication options consult; https://relaync.com.

This information is available in Spanish or any other language upon request.

Esta información está disponible en español o cualquier otra lenqua a petición.

This the 16th day of May 2022.

COUNTY COMMISSION OF THE COUNTY OF ROWAN, **NORTH CAROLINA**

By: Carolyn Barger, MMC, NCCCC Clerk to the Board of Commission-

Publish 6/2/22, 6/9/22, 6/16/22

NOTICE OF PUBLIC HEARING FOR CLOSING A PORTION OF HAROLD STREET EAST OFF THE 700 BLOCK OF DUKEVILLE ROAD (SR#2175) IN THE COUNTY OF ROWAN AND STATE OF NORTH CAROLINA

WHEREAS, the County Commission of the County of Rowan is considering a proposal to close the following unopened portion of Harold Street:

Beginning at an existing iron at the northeast corner of Russell S. Smith and Linda Susan Carpenter as recorded in Book 625, page 639; thence North 1 deg. 20 min. 489 sec. East 60.00 feet to an iron at the southeast corner of Thomas Frank Sachse and wife, Michelle Lynn Saches; thence with Duke Energy Carolinas, LLC along the northern margin of the right of way for Harold Street (unopened) South 88 deg. 40 min. 16 sec. East 631.54 feet to a pipe in the line of Reginald L. Gobble and Peggy H. Gobble Revocable Living Trust land described in Book 1183, page 110; thence with Gobble South 02 deg. 49 min. 57 sec. West 47.98 feet passing over a pipe and continuing 12.14 feet to a pipe at the corner of Duke Energy Carolinas, LLC and Gobble; thence with Duke Energy Carolinas, LLC North 88 deg. 39 min. 43 sec. West 629.98 feet to an iron at the northeast corner of Smith, said iron being the Point and Place of Beginning and such tract being the area within the right of way for Harold Street as shown on plat by Dustin Spillman, PLS for Duke Energy dated May 23, 2022, such plat incorporated herein by reference.

NOW, THEREFORE, be it resolved that the County Commission Council shall on the 20^{TII} day of June, 2022 at 6:00 p.m., hold a public hearing in the J. Newton Cohen Sr. Room located on the second floor of the J. Newton Cohen Sr. Rowan County Administration Building, 130 West Innes Street, Salisbury, North Carolina, to consider forever closing the aforementioned portion of street.

Information related to this Road Closure Request may be viewed at https://rowancountync.novusagenda.com/agendapublic/ (uploaded by 2:00 PM on June 15th, 2022).

Individuals with disabilities who need modifications to access the services or public meetings of Rowan County Government should contact the Rowan County Board of Commissioners Office three days prior to the meeting by calling (704) 216-8181 or by utilizing the North Carolina relay number at 1-800-735-2962 (English) or 1-888-825-6570 (Spanish). For additional communication options consult: https://relaync.com.

This information is available in Spanish or any other language upon request. Esta información está disponible en español o cualquier otra lengua a petición.

This the 16th day of May, 2022.

COUNTY COMMISSION OF THE COUNTY OF ROWAN, NORTH CAROLINA

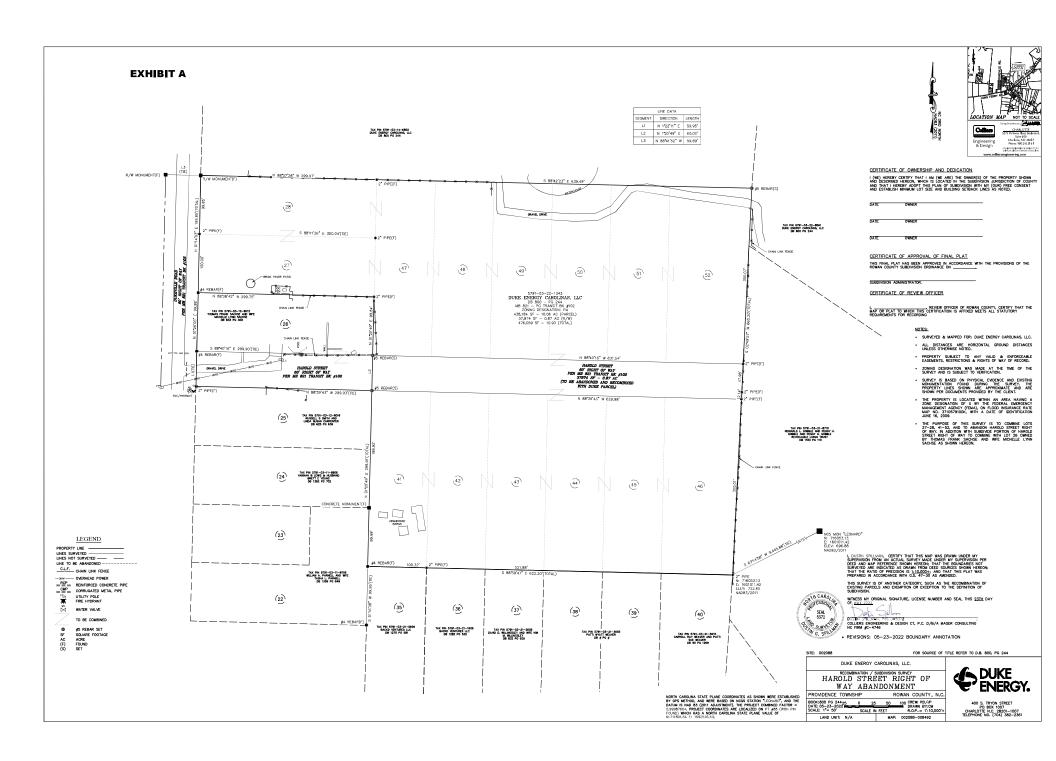
By: Carolyn Barger, MMC, NCCCC
Clerk to the Board of Commissioners

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RESOLUTION PERTAINING TO THE ACCEPTANCE OF AN OFFER OF DEDICATION FOR PUBLIC USE OF A PORTION OF A PORTION OF HAROLD STREET.

WHEREAS, the Board of Commission of Rowan County is considering a proposal for the closing of a portion of said street:

BEING THAT PORTION OF HAROLD STREET IDENTIFIED ON PLAT BOOK 9995, PAGE 821, ROWAN COUNTY PUBLIC REGISTRY, SITUATED APPROXIMATELY 300' EAST OF THE 700 BLOCK OF DUKEVILLE ROAD (SR#2175) AND EXTENDING APPROXMIATELY 630' TO THE EAST.

AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION CONTAINED IN THE PETITION SUBMITTED TO CLOSE SAID PORTION OF HAROLD STREET, CONTAINING 0.87 ACRES MORE OR LESS.

WHEREAS, the Board of Commission of Rowan County has the authority pursuant to NCGS 136-66.3(g) to accept the dedication of the aforementioned right of way

NOW, THEREFORE, be it resolved that the Board of Commission accepts the offer of dedication for public use the aforementioned right of way on this ____ day of June 2022.

CERTIFICATION

I, Carolyn Barger, County Clerk of the County of Rowan, North Carolina, do hereby certify
that the foregoing is a true and exact copy of a Resolution adopted by the Board of Commission
of the County of Rowan, North Carolina in a regular session convened on the day of June,
2022.

WITNESS my hand and corporate seal of the County of Rowan, North Carolina, this the ______, 2022. Carolyn Barger, Rowan County Clerk to the Board.

NORTH CAROLINA) BEFORE THE BOARD OF COMMISSIONERS	
ROWAN COUNTY) THE COUNTY OF ROWAN, NORTH CAROLINA	
)	
IN THE MATTER OF:)	
PETITION FOR CLOSING A PORTION OF HAROLD STREET THROUGH REAL PROPERT OWNED BY DUKE ENERGY CAROLINAS, LLC		
of Rowan, North Carolina, at the regular meeting of County Commission Chambers of the Rowan Count Salisbury, North Carolina, and it appearing to the Coproperty adjoining the street described in the Petition noticed of the proceeding; and it further appearing that said portion of Harold Street is	being heard before the Board of Commissioners of the County said Commission held on June 20, 2022, at 6:00 p.m., in the cy Administrations Building, 130 West Innes Street, 2 nd Floor, commission that all persons, firms and corporations owning in filed in this cause are parties to this proceeding and have been that the property has been posted as required by law; and it is not maintained by the Department of Transportation; and it y published in the Salisbury Post on June 2, 9 and 16, 2022.	
portion of Harold Street, as described in the Petition property rights of any individual, and that no individ Street or in the subdivision in which such street is lo	and the Commission finding as a fact, that the closing of the filed in this cause, is not contrary to the public interest or the dual owning property in the vicinity of said portion of Harold scated will be deprived of reasonable means of ingress and of Harold Street, and it further appearing to this Commission ed.	
	REED by the County Commission of the County of Rowan, the Authority vested in this Commission by the General Statutes ion is hereby GRANTED.	
This the day of June, 2022.		
	COUNTY COMMSION OF THE COUNTY OF ROWAN, NORTH CAROLINA	
	BY:	
	Gregory C. Edds, Chairman	
ATTESTED BY:	Carolyn Barger, MMC, NCMCC	
	Clerk to the Board	
	Assistant to Manager	

I, the undersigned Notary Public of the County and State aforesaid, certify that Carolyn Barger, personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners of Rowan County, North Carolina, a body politic, and that by authority duly given and as the act of the Board of Commissioners, the foregoing instrument was signed in its name by its Chairman of the Board, sealed with the seal of Rowan County,

North Carolina, and attested by her as the Clerk to the day of June, 2022.	e Board. Witness by hand and Notarial stamp or seal, the
My Commission Expires:	
	Notary Public
	Printed or Typed Name of Notary Public
Stamp/Seal	

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Aaron Poplin

DATE: 6/10/22

SUBJECT: Public Hearing for HLC 01-22

The Rowan County Historic Landmarks Commission (HLC) received an application from Dr. Betsy Brown to establish St. Andrew's Episcopal Church and Cemetery as a Rowan County historic landmark. St. Andrew's Episcopal Church and Cemetery is located at 1115 St. Andrews Church Rd. further referenced as Rowan County Tax Parcel 806-013. The applicant wishes to designate the exterior of the church along with the cemetery

- 1. Receive the report
- 2. Conduct a Public Hearing
- 3. Approve/Deny/Table HLC 01-22 and the designation ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	6/10/2022	Cover Memo
Designation Report	6/10/2022	Cover Memo
Letter from SHPO	6/10/2022	Cover Memo
GIS Map	6/10/2022	Cover Memo
draft Ordinance	6/10/2022	Cover Memo



402 North Main Street Suite 204 Salisbury, NC 28144

Phone: 704-216-8588 |

Aaron.Poplin@rowancountync.gov

MEMORANDUM

TO: Chairman Edds and the Rowan County Board of Commissioners

FROM: Aaron Poplin, Planner

DATE: June 10, 2022 RE: **HLC 01-22**

SUGGESTED BOARD OF COMMISSIONERS ACTION
☐ Receive report from HLC ☐ Conduct public hearing ☐ Close hearing & discuss ☐ Motion to approve / deny / table HLC 01-22 and the designating ordinance

REQUEST

In June of 2020, the Rowan County Historic Landmarks Commission (HLC) received an application from Dr. Betsy Brown to establish St. Andrew's Episcopal Church and Cemetery as a Rowan County historic landmark. St. Andrew's Episcopal Church and Cemetery is located at 1115 St. Andrews Church Rd. further referenced as Rowan County Tax Parcel 806-013. The applicant wishes to designate the exterior of the church along with the cemetery.

The Rowan County HLC's mission is to identify and inventory properties within the county having historical, pre-historical, architectural, and cultural significance, and make recommendations to the County Commissioners regarding sites, areas, structures, and objects to be designated as "Historical Landmarks". Since the HLC was established in 2003, the Commission has recommended eight (8) other structures for designation:

The HLC wishes to recognize St. Andrew's Episcopal Church and Cemetery because it is locally significant under the category of architecture as one of the few examples frame antebellum Episcopal churches in the state. The Church has had very few alterations since it's original construction in 1840. In 1977 and 2010 repairs were done to the Church to

address structural issues that arose from the age of the structure. The repairs used materials that were common at the time of construction to keep the character of the Church as close to the original construction as possible.

STATE HISTORIC PRESERVATION OFFICE COMMENTS

On December 3, 2021 Planning Staff received comments from Kristi Brantley, SHPO staff member, regarding local designation application for the St. Andrew's Episcopal Church and Cemetery Ms. Brantley stated the Church has local significance.

SHPO recommended a few changes to the report to recognize that the repairs have stayed in character with the original construction.

HLC COMMENTS

Based on these comments and the revised report, the HLC recommends approval of the *St. Andrew's Episcopal Church and Cemetery* as a Rowan County historic landmark. After

reviewing the application, an on-site investigation of the property, and extensive research, the HLC deems the *St. Andrew's Episcopal Church and Cemetery* to be of special significance in terms of its historical and cultural importance, and to possess integrity of design, setting, workmanship, materials, and character.

On May 10, 2022, the HLC conducted a courtesy hearing to receive comments regarding the St. Andrew's Episcopal Church and Cemetery designation. No one spoke in opposition to the designation. On a vote of 4-0, the HLC recommended landmark designation for the exterior of St. Andrew's Episcopal Church and Cemetery.

PLANNING STAFF COMMENTS

• Staff supports the designation of the St. Andrew's Episcopal Church and Cemetery.

1. General Information

- **1.1** Name: St. Andrew's Episcopal Church and Cemetery
- 1.2 Address: 1115 St. Andrew's Church, Woodleaf NC, 27054
- 1.3 Tax Parcel Identification Number: 806013. Assessed value: \$65,556
- 1.4 Owner: Episcopal Diocese of NC, 200 West Morgan St, Suite 300, Raleigh NC 27601(919) 834-7474 ext. 5303.

1.5 Contacts:

Dr. Betsy E. Brown, Chair, Historic St Andrew's Church Committee, PO Box 1150, Manteo, NC 27054; (919)-619-8588

The Rev. David Sellery, Canon for Congregational Mission, Diocese of NC, 200 West Morgan Street, Suite 300, Raleigh, NC 27601; 919-834-7474,

All property of active Episcopal parishes and churches recognized by the Diocese's Historic Property Commission is owned by the Diocese. For historic churches recognized by the Commission, support and maintenance for the site is the responsibility of a local committee.

2. Abstract

2.1 Special Characteristics and Significance

Davyd Foard Hood, in *The Architecture of Rowan County* (1983), describes St. Andrew's Episcopal Church as follows: "...the building possesses a statewide architectural significance and attendant historical significance because of the remarkable degree of site and structural integrity which has been maintained for the duration of its 140 [now 180] year history. . . .St. Andrew's is known to be one of the very few, if not the oldest, remaining intact ante-bellum Episcopal churches in [the western] portion of the state. The church, together with its adjacent burying ground enclosed by a dry laid stone wall, is a unique example of vernacular meeting house architecture and representative of its many frame contemporaries which have been lost or more often replaced by more ambitious brick structures" (p. 188).

The church was built by Jacob Correll in 1840 under an agreement with members of a new congregation (of which Correll was a member) who were previously communicants at Christ Church, Cleveland. Hood names the founding members as "representatives of a number of the oldest Episcopal families in Rowan County, members of the Rice, Heathman, Fraley, Marlin, Turner, Thompson, and Owens families among others." (Hood, *Rowan County*, p. 188) The members successfully petitioned to be admitted to the Diocese on May, 1840, and the first service was held on the last Sunday in August, 1840.

St. Andrew's was an active parish from 1840-1906. Gradually members transferred to St. George's, an Episcopal church built in Woodleaf in 1893 on a new road from Rowan to Davie County, with a bridge

crossing the Yadkin River. Before the bridge was built, to get to St. Andrew's from Davie County and beyond involved fording Fourth Creek and taking a ferry across the South Yadkin.

Descendants of the founding families of St. Andrew's and of the Rev. George Badger Wetmore, who served as Rector for 32 years, have maintained the church in its original design. Since 1907, a homecoming service is held every year on the last Sunday in August to celebrate the consecration of the church and graveyard. The homecoming was described in a 1909 *Salisbury Post* article, "In Memory of the Dead: Special Service at St. Andrew's." The writer notes: "For several years past, the Episcopalians in northern and western Rowan have observed the last Sunday in August as a day of special commemoration of those splendid men and women who are buried in St. Andrew's graveyard." The church and cemetery are now maintained and sustained by a committee appointed by the Bishop of the Diocese of North Carolina. The chair of the Committee represents St. Andrew's on the Diocesan Historic Properties Commission.

Hood describes the cemetery in this way: "The dry laid basalt stone wall enclosing the graveyard at St. Andrew's Church is, like the church itself, a remarkable survival. In the 19th century Rowan County nearly all of the rural church burying grounds were enclosed by stone walls of varying types. Many of these survived well into the 20th century and to recent memory. The wall at St. Andrew's alone remains pristine and intact. Here a pair of simply-hewn granite piers support an iron gate. The cemetery contains fifty-four inscribed markers and some dozen or more graves marked only by upright fieldstones." (National Register of Historic Places Nomination, 1982, Section 1, p. 7)

The cemetery is divided into upper and lower graveyards. White church members are buried in the upper section; in the lower section are buried enslaved persons who worshiped at the same church as their white owners and sat in the church gallery. The graves in the lower cemetery were marked not by engraved headstones but by basalt rocks from the same stone as the cemetery wall. The rocks were removed at some point in the 20th century. In recent years members of the St. Andrew's Church Committee have cleaned the lower cemetery of brush and small trees. In 2013, after the lower section of the cemetery was cleared, it was re-consecrated by Assisting Bishop William Gregg of the Diocese of NC.

2.1 Justification of Proposed Designation

St. Andrew's was named to the National Register of Historic Places in 1982. It was one of the first five churches to be recognized by the Diocese of NC as a "preserved historic church" in the 1980's. Historic churches are overseen by the Historic Properties Commission of the Diocese and are supported and maintained by a committee whose members are appointed by the Bishop.

Over the years, the church and cemetery have been visited by scores of school children, college classes, and historic preservationists. It was used as a location for a film about the pre-Revolutionary "Mecklenburg Resolves," produced by the Junior League and WTVI of Charlotte, and has been studied by preservation organizations such as MESDA in Old Salem and the Colonial Williamsburg Foundation. It has been included Rowan Museum, Bicentennial and "Windshield" tours. In 2016, it was a site on the Historic Salisbury Foundation's Sacred Places tour. The church continues to be the site of weddings and baptisms.

Existing original church records date back to its establishment in 1840 through the end of the 19th century. These records give insight into the early years of Episcopal churches in the "back country" of North Carolina as well as into the relationship of enslaved people to the church of their owners and into

the life of the church during and after the Civil War. In 2015, the St. Andrew's Committee asked the University of North Carolina at Chapel Hill's Wilson Library about its interest in adding these records to the Southern Historical Collection. The University welcomed this addition, and the records are now housed in Wilson Library on campus and are accessible to researchers interested in its history. (Southern Historical Collection, St. Andrew's Episcopal Church [Rowan County, N.C.] Records, 1840-1990; Records #05673).

2.2 Buildings Proposed for the Designation

The exterior and interior of the church and the graveyard and its surrounding wall will be included in the designation. A bathroom which houses a fire hose was built in the 1970s. Electricity provides a water pump and an outdoor light which includes electrical outlets but otherwise the church has never had plumbing or been electrified. The bathroom building will not be included in the designation.

3. Historical Background and Context

3.1 Statement of Significance

"St. Andrew's Episcopal Church and Cemetery, sheltered in a grove of trees high above Fourth Creek, is one of the oldest, if not the oldest, remaining intact frame antebellum Episcopal churches in western North Carolina. The unpainted weather-boarded church, together with its adjacent burying ground enclosed by a dry laid stone wall, is a unique Piedmont North Carolina example of vernacular meeting house architecture and representative of its many frame contemporaries which have been lost or more often replaced by more ambitious brick structures. St. Andrew's Church possesses a statewide architectural significance and attendant historical significance because of the remarkable degree of site and structural integrity which has been maintained for the duration of its 142- [now 180-] year history." (Hood, Nomination, Section 8, p. 1)

According to Carl Lounsbury of the Colonial Williamsburg Foundation, based on his research into the history of early American churches and meeting houses, St. Andrew's is "a good late example of a plan that was used by Anglicans/Episcopalians as early as 1608 at Jamestown. Nearly 250 years later, traces of that plan with the chancel doors shows up in piedmont North Carolina. I am impressed by its continuity." (Personal Communication, Carl Lounsbury to Lynn Hoke, Archivist, Diocese of North Carolina.) Lounsbury studied the design and measured the church in 2015 and drew the interior design of St. Andrew's which is included in this document.

"The congregation of St. Andrew's was formed early in 1840 by some twenty communicants of Christ Church [Cleveland] who withdrew to organize themselves into a separate congregation which they named St. Andrew's." (Hood, "An Essay Commemorating the Sesquicentennial of the Church" in *St. Andrew's Episcopal Church: The Sesquicentennial 1840-1990*, by Elizabeth H. Etheridge, p. 12) On April 6, 1840, four commissioners representing the congregation contracted with Jacob Correll, also a member, for the construction of a frame church, 44 feet by 34 feet. Correll was to be paid \$325 for his work. The congregation was admitted into the Diocese of North Carolina in May. Three months later, on August 30, the first service of Holy Communion was held in the newly completed St. Andrew's Church. At this time the church, with 29 communicants, was consecrated by Bishop Levi Silliman Ives. He was assisted by the Rev. Thomas T. Davis, the first pastor, who later became Bishop of South Carolina.

Hood notes: "In a county and state graced with distinguished and impressive churches, St. Andrew's holds a unique place. When it was built in 1840, its plain and workmanlike elevations were similar to log and frame houses of its communicants. It was not unique in its day. Instead, it has achieved architectural and historical significance through its longevity and the remarkable condition, nearly unaltered to the

present—150 years [now 180 years] after it was built....On a statewide level, St. Andrew's is one of a small surviving group of early frame churches. It is one of four early frame rural churches that survive largely intact. With St. John's Williamsboro (Vance County) it is one of the two oldest frame Episcopal churches in the state." (Hood, "Sesquicentennial," p. 11)

"The church and its adjacent burying ground are a highly significant and virtually unaltered example of vernacular architecture recalling and expressing both the form and character of structure and landscape from the mid-nineteenth century. While a thematic survey of Episcopal churches in the state has not been undertaken, St. Andrew's is the oldest intact frame antebellum Episcopal church in western North Carolina and with St. John's Church, Williamsboro (1773), is one of the oldest intact frame Episcopal churches in the state." (Nomination, Section 7, p. 1)

"The majority of the stones in the burying ground at St. Andrew's Church are conventional in their design, material, and workmanship; however, at least four of the gravestones are signed by their carvers. The most important of the carvers — and the gravestones — are those cut by George Vogler for two members of the Heathman family. The oldest marked grave in the burying ground is that of Joseph Turner (1826-1842) who died 10 July 1842. The most recent grave [for 25 years] was that of William F. Kelly who died in 1962." (Nomination, Section 7, p. 1.) In 1987, Charles B. Swicegood, who lived across the road from the church and faithfully assisted in maintaining it, was buried there. Seven of the seventeen organizing communicants of St. Andrew's church are buried in the cemetery.

According to Hood, "The congregation of St. Andrew's Church was never particularly large in number but was nevertheless prominent in the heavily Presbyterian Scotch-Irish western Rowan County. When built the church was located on the main road between Salisbury and Mocksville, the Davie County seat, but in the late nineteenth century that road (now N.C. 801) was re-routed to the northeast and left St. Andrew's isolated" (Hood, "Sesquicentennial," p. 9). Although St. Andrew's continued to be maintained, most members attended services held at St. George 's Church, Woodleaf, established in 1893. Services at St. Andrew's were discontinued in 1906. As noted above, descendants of the founders of St. Andrew's and of Rev. George Badger Wetmore, who served as priest at St. Andrew's for over 30 years, have hosted an annual homecoming service at the church on the last Sunday of August since 1907.

Hood identifies additional aspects that add to the significance of St. Andrew's Church and Cemetery:

- "St. Andrew's Church is associated with the revival of fortunes and influence of the Episcopal Church in Rowan County and North Carolina in the early decades of the nineteenth century.
- The church is associated with the lives of its parishioners, members of several of the most prominent families in western Rowan County. Jacob Correll, the builder of the church, is buried in its cemetery as are other early members and their descendants.
- The church and its cemetery embody the distinctive characteristics of a cultural and religious unit, maintained in a remarkable degree of structural and site integrity. The frame church, resting on a low stone foundation and covered with unpainted weather boards and a gabled roof, is one of western North Carolina's few remaining intact ante-bellum Episcopal churches and with its adjoining stone-enclosed churchyard is a unique interpretation of vernacular architecture." (Nomination, Section 7, p. 1).

"St. Andrew's Episcopal Church and Cemetery, sheltered in a grove of trees high above Fourth Creek, is one of the oldest, if not the oldest, remaining intact frame antebellum Episcopal churches in western North Carolina. The unpainted weather-boarded church, together with its adjacent burying ground enclosed by a dry laid stone wall, is a unique Piedmont North Carolina example of vernacular meeting

house architecture and representative of its many frame contemporaries which have been lost or more often replaced by more ambitious brick structures. St. Andrew's Church possesses a statewide architectural significance and attendant historical significance because of the remarkable degree of site and structural integrity which has been maintained for the duration of its 142- [now 180-] year history." (Hood, *Nomination*, Section 8, p. 1)

According to Carl Lounsbury of the Colonial Williamsburg Foundation, based on his research into the history of early American churches and meeting houses, St. Andrew's is "a good late example of a plan that was used by Anglicans/Episcopalians as early as 1608 at Jamestown. Nearly 250 years later, traces of that plan with the chancel doors shows up in piedmont North Carolina. I am impressed by its continuity." (Personal Communication, Carl Lounsbury to Lynn Hoke, Archivist, Diocese of North Carolina.)

3.2 Original Construction

The contract for the construction of the church is dated 6 April 1840:

"The conditions of building a Church on the land formerly owned by Charles & Richmond Pearson on the road leading from Salisbury to Mocksville between the commissioners and Jacob Correll are as follows: the said Jacob Correll binds himself his heirs and assigns to complete the following work to wit, To finish the hull of the house 44 by 34 Including the doors & windows and sash, laying two floors, and running one flight stairs and ceiling up to the top of the Seats, and Seat it of necessity:

So we the commissioners bind ourselves our heirs and assigns to the said Jacob Correll in the sum of Three Hundred and Twenty-five dollars to be paid when the above named work is completed,

Subscribed this 6th day of April 1840"

The contract was signed by the commissioners, Joseph Turner, J. N. Watson, John Rice, and James Owens, and the builder, Jacob Correll. (*Nomination*, Section 7, p. 1)

According to Hood, "Correll was a planter of substance.... While the contract with Correll had specified that the church was to be built on land 'formerly owned by Charles and Richmond Pearson' it was not until 11 September 1840 that the Pearsons actually deeded a tract of two acres to the Vestry of St. Andrew's." (Nomination, Section 7, p. 3.) George Raynor records that the Pearsons were sons of Richmond Pearson who owned large tracts of property and a mill on the South Yadkin. ("Pearsons, Richmond and Charles," The Salisbury Post, reprinted in Sesquicentennial, p. 24).

3.3 Dates of all additions and/or alterations.

In 1890, The Rev. Francis Johnstone Murdoch arrived at St. Luke's (Salisbury) and also assumed charge of St. Andrew's. In that period, a pair of anterooms were built into the north and east corners of the church flanking a raised chancel. At the same time the gallery was enclosed.

The property was used as a school after worship ended in 1906, but the site remained the property of the Diocese. The only evidence of this use as a school is a round opening in the ceiling for a stove pipe and the stove itself, which is stored in the east anteroom.

In 1977, a special bill was passed by the North Carolina General Assembly providing \$3,500 for stabilization and measures to protect the structure. With additional funds from the Diocese of NC and supporters of St. Andrew's, a total of \$14,000 was raised for repairs and restoration. The gallery was reopened, the floor was repaired, and railings were installed for safety. The metal roof, which was not

original, was replaced with hand-split shingles. Additional restoration included replacing some sills and studs and hand-forged hinges and locks, repairing shutters and windows, and spraying the building with a wood preservative. Many of the boards used were taken from older structures in the area and were over 100 years old. (Guy Etheridge, "Restoration and Repair," in *Sesquicentennial*, p. 26.)

In the 1980's a small "dependency" was built on the property to serve as a bathroom and house a fire-fighting hose. The building has electricity and a water pump. Electric power is also accessible on a light pole near the church. Otherwise the church has never been electrified or plumbed.

A wooden handicap ramp was built around 2000 to accommodate worshipers who cannot negotiate the wide stone steps into the church. The ramp and railing are on the cemetery side of the church and are unpainted and made of wood similar to the church's siding. The ramp is not attached to the church and, if removed, would not leave a scar on the church wall.

Since 2010, major repairs have been made to protect the structure while keeping the original character and materials to the extent possible. The original 1840's siding, which had been repaired and replaced in many areas through the years, has been replaced on the east and south sides of the church. The siding on the east, cemetery side, came from beams out of a 19th century mill torn down in Gastonia. The siding on the south side of the church was sawn from newly milled select yellow pine. Repairs have been made to some of the window frames and shutters which had worn down over the years. In 2020, the roof was once again replaced by hand-cut shingles like those used in the 1980's restoration.

In 2019, ten graves were vandalized. Luckily, the damage was largely at joints between parts of the gravestones or at their base. Five of these markers have been repaired and others will be repaired in the future.

The cemetery has for many years been roughly divided into upper and lower graveyards. White members are buried in the upper section nearer the church. In the lower section are buried enslaved persons who worshiped at the church of their white owners and sat in the church gallery. The graves in the lower cemetery were marked not by engraved headstones but by basalt rocks from the same stone as the cemetery wall. These stones were reported to have been removed in recent times (the last half of the 20th century).

Over the years the lower cemetery became overgrown while the upper section was cleared and well maintained. In the early 2000's, members of the St. Andrew's Committee began clearing the lower section. It has not been possible to identify where graves are located in this section. Modern ground-penetrating radar has been used in other old graveyards to locate graves and might be used to identify grave sites. We have also been unable to identify who is buried in those graves. Members of the Committee have talked with members of Mt. Vernon Presbyterian Church in Cleveland about their efforts to identify early members of their congregation, established after the Civil War by formerly enslaved attendees from St. Andrew's and other churches. They may be able to help identify which members may be buried at St. Andrew's. In 2013, after the lower section of the cemetery was cleared, it was re-consecrated by Assisting Bishop William Gregg of the Diocese of North Carolina.

4. Assessment

4.1 Reasons for Significance

Historic Event: As noted above, St. Andrew's Church is "associated with the revival of fortunes and influence of the Episcopal Church in Rowan County and North Carolina in the early decades of the nineteenth century." Its history reflects important periods in the history of the region and the state.

Constructed when the region was still largely agricultural, the history of the church reflects development of industry in the area, as in the decision to close the church because of shifting transportation patterns.

More important historically is the documentation in the church's records of the significant role of enslaved persons (referred to as "servants" in the church's records) to a rural, mostly agricultural society, the role of the church and its families during the Civil War (as recorded in the number of baptisms and burials of soldiers in the St. Andrew's and other churches in the community), and the creation of other congregations by newly emancipated slaves (reflected in the declining number of baptisms, confirmations and burials of formerly enslaved persons through 1866).

Historically Significant Individual: The long service of George Badger Wetmore at St. Andrew's (1855-1888) in the Woodleaf community and to the Episcopal Church in North Carolina makes him a significant figure of his time. His family was large and through many generations has been significant in the social and religious activities, both Episcopal and of other denominations, in the Woodleaf community.

After he was appointed as Rector for St. Andrew's and Christ Church in 1855, the leaders of the churches built a rectory in 1857 to house Rev. Wetmore and his family. He added a separate log building that served as his study and was incorporated into the house later. The house has been used as the Unity Presbyterian manse and then a private home that still stands. Wetmore was the priest-in-charge of several other Episcopal churches in the area, including St. James, Iredell County; St. Luke's, Salisbury; and St. Philips, Mocksville.

During the Civil War, according to the church records, Wetmore conducted a number of burials of soldiers at St. Andrew's as well as on land owned by the soldiers' families and at Unity Presbyterian Church. He was president of the North Carolina state council of the Friends of Temperance in 1873 and 1874. After he left his service at St. Andrew's, he served at an Episcopal church and school in Banner Elk, NC, where he is buried. A number of his letters are in the Southern Historical Collection at UNC Chapel Hill.

Architectural Style: In *The Architecture of Rowan County*, Hood describes St. Andrew's "statewide architectural significance and attendant historical significance because of the remarkable degree of site and structural integrity which has been maintained for the duration of its 140 [now 180] year history. . . . St. Andrew's is known to be one of the very few, if not the oldest, remaining intact ante-bellum Episcopal churches in [the western] portion of the state. The church, together with its adjacent burying ground enclosed by a dry laid stone wall, is a unique example of vernacular meeting house architecture and representative of its many frame contemporaries which have been lost or more often replaced by more ambitious brick structures" (p. 188). In his essay on the Sesquicentennial of the church Hood notes: "In a county and state graced with distinguished and impressive churches, St. Andrew's holds a unique place. When it was built in 1840, its plain and workmanlike elevations were similar to log and frame houses of its communicants. It was not unique in its day. . . . Instead, it has achieved architectural and historical significance through its longevity and the remarkable condition, nearly unaltered to the present—150 years [now 180 years] after it was built. (Hood, "Sesquicentennial," p. 11)

Carl Lounsbury of the Colonial Williamsburg Foundation describes St. Andrew's as "a good late example of a plan that was used by Anglicans/Episcopalians as early as 1608 at Jamestown. Nearly 250 years later, traces of that plan with the chancel doors shows up in piedmont North Carolina. I am impressed by its continuity." (Personal Communication, Carl Lounsbury to Lynn Hoke, Archivist, Diocese of North Carolina.)

"The dry laid basalt stone wall enclosing the graveyard at St. Andrew's Church is, like the church itself, a remarkable survival. In the 19th century Rowan County nearly all of the rural church burying grounds were enclosed by stone walls of varying types. Many of these survived well into the 20th century and to recent memory. The wall at St. Andrew's alone remains pristine and intact. Here a pair of simply-hewn granite piers support an iron gate. The cemetery contains fifty-four inscribed markers and some dozen or more graves marked only by upright fieldstones." (Hood, *National Register of Historic Places Nomination*, 1982, Section 1, p. 7)

Archaeological Potential: The cemetery has for many years been divided into upper and lower graveyards. White members are buried in the upper section nearer the church. In the lower section are buried enslaved persons who worshiped at the church of their white owners and sat in the church gallery. The graves in the lower cemetery were marked not by engraved headstones but by basalt rocks from the same stone as the cemetery wall. These stones were reported to have been removed in recent times (the last half of the 20th century).

Over the years the lower cemetery became overgrown while the upper section was cleared and well maintained. In the early 2000's, members of the St. Andrew's Committee began clearing the lower section. It has not been possible to identify where graves are located in this section. Modern ground-penetrating radar has been used to locate old burials and might be used to identify possible grave sites. We have also been unable to identify who is buried in those graves. Members of the Committee have talked with members of Mt. Vernon Presbyterian Church in Cleveland about their efforts to identify early members of their congregation, established after the Civil War by formerly enslaved attendees from St. Andrew's and other churches. They may be able to help identify which members may be buried at St. Andrew's.

4.2 Architectural Description

From Hood's *National Register* nomination:

"The weather-boarded frame church rests on a complete dry-laid stone foundation and is covered with a wood shingle gable roof. The front southwest elevation has a three-bay division on the first story with a two-bay arrangement in the gable above. Large partially shaped granite steps lead up the double leaf board and batten doors in the outer bays. Between them is a window opening containing a nine-overnine sash protected by board and batten blinds on strap hinges. The arrangement of doors and windows continues throughout the first story. High in the gable end are a pair of windows containing six-over-six sash which provide light to the gallery.

"Both the northwest and southeast side elevations have a four bay division with doors set in the northernmost of their bays. In both instances large partially shaped granite blocks serve as steps. The rear of the church has four symmetrically placed windows, with the two inner windows raised above the others and above the altar inside. In the gable end are a pair of windows opposite those on the front elevation. While the wood shingle roof and some of the exterior siding are modern replacements, all

the doors, and most of the wood shutters are original. Any replacement has occurred only where repair was absolutely beyond possibility.

"Like the exterior, the interior of the church has never been painted and thus has acquired a rich golden patina. The walls are sheathed with flush horizontal boards. Simple boards also enhance the door and window openings. The front entrances lead into a two- aisle plan with single end pews attached to the side walls and a long pew in the center from aisle to aisle. A dog-leg stair rises in the south corner to the gallery. In the late nineteenth century the gallery was enclosed and sheathed; however, in 1977 it was reopened and a simple railing installed to guard the opening. The gallery has a floor but is not finished in any other fashion. The pegged rafter construction of the roof is exposed as are the upper portions of the hewn frame.

"The main aisles of the church terminate with the cross aisle carrying between the side doors. In the late nineteenth century a pair of anterooms were built into the north and east corners of the church flanking a raised chancel. The chancel was enclosed by a molded railing on bold turned balusters which appear to have been brought here from another, earlier, building. A broad step leads to the kneeler several inches below the chancel floor.

"A door in the north anteroom connects it and the nave while a second door in its southeast wall at the top of a short flight of stairs opens into the chancel. Across the chancel is a pendant (and the only) door into the east anteroom. The anterooms are sheathed with flush vertical pine boards as was the ceiling installed in the once open gallery. The closing of the gallery and the construction of the anterooms and chancel appear to be contemporary, and it seems reasonable to think that those improvements occurred in the late nineteenth century." (Section 7, p. 1)

Hood describes some of Correll's construction techniques: "Rafters were cut on the ground and taken to the second floor to be assembled with pegs, guided by Roman numerals. The style of half-lap joint was used from the 1700's. . . .Rustic beauty and pioneer craftsmanship combine for simplistic elegance." ("Sesquicentennial," p. 21).

4.3 Archaeological Significance

As noted in Section 4.1, the cemetery is divided into upper and lower graveyards. White members are buried in the upper section nearer the church. In the lower section are buried enslaved persons who worshiped at the church of their white owners and sat in the church gallery. The graves in the lower cemetery were marked not by engraved headstones but by basalt rocks from the same stone as the cemetery wall. These stones were reported to have been removed in recent times (the last half of the 20th century). Over the years the lower cemetery became overgrown while the upper section was cleared and well maintained.

In the early 2000's, members of the St. Andrew's Committee began clearing the lower section. It has not been possible to identify where graves are located in this section. Modern ground-penetrating radar has been used to locate old burials and might be used to identify possible grave sites. We have been unable to identify who is buried in those graves. Members of the Committee have talked with members of Mt. Vernon Presbyterian Church in Cleveland about their efforts to identify early members of their congregation, established after the Civil War by formerly enslaved attendees from St. Andrew's and other churches. They may be able to help identify which members may be buried at St. Andrew's.

4.4 Evaluation

- Integrity of Design: As noted earlier Hood, in *The Architecture of Rowan County* (1983), describes St. Andrew's "statewide architectural significance and attendant historical significance because of the remarkable degree of site and structural integrity which has been maintained for the duration of its 140 [now 180] year history.... St. Andrew's is known to be one of the very few, if not the oldest, remaining intact ante-bellum Episcopal churches in [the western] portion of the state. The church, together with its adjacent burying ground enclosed by a dry laid stone wall, is a unique example of vernacular meeting house architecture and representative of its many frame contemporaries which have been lost or more often replaced by more ambitious brick." (p. 188)
- **Setting**: The land on which St. Andrew's was built remains agricultural. Large tracts of farmland border St. Andrew's Church Road and surround the church on three sides. Except for a number of residences along the road and behind the church, an early parishioner would find the site largely unchanged except for the increased number of graves in the cemetery.
- **Workmanship**: Jacob Correll was a well-known builder in the area. His design and construction have lasted nearly 200 years with no structural repairs or changes.
- Materials: Much of the wood inside the church is local heart pine which retains its patina and even, it seems, its scent. The external wood siding has weathered nearly 150 years. Although we know little about the construction of the cemetery, the basalt rock wall stands much as it must have looked when it was built and has stood with few repairs for nearly 200 years.
- **Feeling**: In a 2016 article on St. Andrew's in *Salisbury Magazine*, Mark Wineka describes the feeling of "being in the antebellum South" when he walked on the property. Many visitors to the church feel the same, remarking on the quiet and simplicity of the church and the beauty of its setting.
- Association: As noted above, St. Andrew's Church is "associated with the revival of fortunes and
 influence of the Episcopal Church in Rowan County and North Carolina in the early decades of the
 nineteenth century." Its history reflects important periods in the history of the region and the state.
 Constructed when the region was still largely agricultural, the history of the church reflects
 development of industry in the area, as in the decision to close the church because of shifting
 transportation patterns.

More important historically is the documentation in the church's records of the significant role of enslaved persons (referred to as "servants" in the church's records) in a rural, mostly agricultural society, the role of the church and its families during the Civil War (as recorded in the number of baptisms and burials of soldiers in the St. Andrew's and other churches in the community), and the creation of other congregations by newly emancipated slaves (reflected in the declining number of baptisms, confirmations and burials of formerly enslaved persons through 1866).

George Badger Wetmore's long service at St. Andrew's (1855-1888) makes him a significant figure of his time in the Woodleaf community and in the history of the Episcopal church in the region and state. Wetmore was the priest-in-charge of several other Episcopal churches in the area, including St. James, Iredell County; St. Luke's, Salisbury; Christ Church, Cleveland; and St. Philips, Mocksville. During the Civil War, Wetmore conducted a number of burials of soldiers at St. Andrew's and at Unity Presbyterian Church. He was president of the North Carolina state council of the Friends of Temperance in 1873 and 1874. After he left his service at St. Andrew's, he served at an Episcopal church and school in Banner Elk, NC, where he is buried.

• **Location**: As noted in section 4.4, Setting, the land on which St. Andrew's was built was and remains agricultural. The church is surrounded on three sides by large tracts of farmland. Except for a number of residences along the paved road and behind the church, the location, like the church and cemetery, is not significantly different from how it might have appeared in the early 19th century.

Alterations:

- o In 1890, a pair of anterooms was built into the north and east corners of the church flanking a raised chancel. At the same time the gallery was enclosed.
- After worship ended in 1906, the site was used as a school but the structure was not materially affected by this use.
- o In 1977, significant repairs were completed to restore, stabilize, and protect the structure. The gallery was reopened, the floor was repaired, and railings were installed for safety. The metal roof, which was not original, was replaced with hand-split shingles. Some sills and hand-forged hinges and locks were replaced, shutters and windows were repaired, and the building was spray with a wood preservative.
- In the 1980's a small building was constructed to serve as a bathroom and house a fire-fighting hose. The building has electricity and a water pump. Electric power is also accessible on a light pole near the church. Otherwise the church has never been electrified or plumbed.
- In the early 2000's, members of the St. Andrew's Committee began clearing the lower section which had been neglected for decades. It has been impossible to identify where graves are located in this section or who is buried in the graves. Work continues to maintain the lower section of the cemetery. Research and restoration have been explored to identify the graves and those buried in them.
- Around 2000 a wooden handicap ramp was built to accommodate worshipers who cannot negotiate the wide and deep stone steps into the church. The ramp is not attached to the church and, if removed, would not leave a scar on the church wall.
- Since 2010, the original 1840's siding has been replaced on the east and south sides of the church. The siding on the east side came from beams out of a 19th century mill torn down in Gastonia. The siding on the south side of the church was sawn from newly milled select yellow pine. Repairs have been made to some of the window frames and shutters which had worn down over the years.
- In 2019, ten graves were vandalized. Five of these markers have been repaired and others will be repaired in the future.
- In 2020, the roof was once again replaced with hand-cut shingles like those used in the 1980's restoration.

4.5 Boundaries

Description and justification of the proposed designation boundaries for the property.

See maps and documents provided by the Planning Department that indicate the boundaries of the property and siting of the church and cemetery.

Bibliography

Etheridge, Elizabeth H., St. Andrew's Episcopal Church: The Sesquicentennial 1840-1990. Privately printed, 1990.

Etheridge, Guy W. "Restoration and Repair," in Etheridge, Elizabeth H., St. Andrew's Episcopal Church: The Sesquicentennial 1840-1990, p. 26.

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Hood, Davyd Foard. The Architecture of Rowan County. Raleigh, NC: Glover Printing Company, 1983.

Lounsbury, Carl. Personal Communication to Lynn Hoke, Archivist, Diocese of North Carolina, July 15, 2015. See also "Anglican Church Design in the Chesapeake," in *Essays in Early American Architecture and History: A View from the Chesapeake*. Ed. Carl Lounsbury, 2011.

National Register of Historic Places Nomination Form, *St. Andrew's Episcopal Church and Cemetery*. Submitted by Davyd Foard Hood, July 8, 1982.

Raynor, George. "Pearsons, Richmond and Charles." *Salisbury Post*; reprinted in Etheridge, Elizabeth H., *St. Andrew's Episcopal Church: The Sesquicentennial 1840-1990*, pp. 25-26.

St. Andrew's Episcopal Church [Rowan County, N.C.] Records, 1840-1990; Records #05673, Southern Historical Collection, The Wilson Library, University of North Carolina at Chapel Hill. Additional items in the collection include several letters in the George Badger Wetmore Papers (04497) and a copy of Etheridge, Elizabeth H., St. Andrew's Episcopal Church: The Sesquicentennial 1840-1990.

Wineka, Mark. "An Old Country Church." Salisbury Magazine, August 2016.



North Carolina Department of Natural and Cultural Resources

State Historic Preservation Office

Ramona M. Bartos, Administrator

Governor Roy Cooper Secretary D. Reid Wilson Office of Archives and History Deputy Secretary Darin J. Waters, Ph.D.

December 3, 2021

Aaron Poplin, Planner Rowan County Historic Landmarks Commission 402. N. Main St. Salisbury, NC 28144

RE: Proposed Designation of the St. Andrew's Episcopal Church and Cemetery, 1115 St. Andrew's Church Rd., Woodleaf, Rowan County.

Dear Mr. Poplin:

Thank you for the report for St. Andrew's Episcopal Church and Cemetery, 1115 St. Andrew's Church Rd., Woodleaf, Rowan County. We have reviewed the information in the report and offer the following comments in accordance with North Carolina General Statute 160D-946.

The report for the St. Andrews Episcopal Church is well-written and thorough, albeit a bit repetitive. The information about the enslaved associated with this church and cemetery is greatly appreciated.

The Office of State Archaeology acknowledges that St. Andrew's Episcopal Church and Cemetery are historically significant, and that the use of remote sensing techniques such as Ground Penetrating Radar could be useful in identifying unmarked burials in the cemetery, particularly those of enslaved individuals that may not have been marked with permanent grave markers with identifying information. Should any ground disturbing activities be planned in the general vicinity of the cemetery, we recommend that a professional archaeologist trained in use of remote sensing techniques first fully delineate the boundaries of the cemetery to ensure that any unmarked human remains are not inadvertently impacted by ground disturbance.

We have shared recommendations with staff to perform a few changes to the report. With these minor changes, we believe the designation report will provide the preservation commission and local governing board sufficient information to determine whether St. Andrew's Episcopal Church and Cemetery possesses the requisite special local significance and integrity for local historic landmark designation.

Landmark designation means the community recognizes the property is worthy of preservation because of its special significance and integrity in the local community. Any substantial change in the design, materials, and appearance is subject to the design review procedures of the preservation commission.

Thank you for giving us the opportunity to comment on the report. Our comments are advisory only and are not binding. Once the governing board has received a recommendation from the Rowan County Historic Landmarks Commission and has proceeded in the same manner as would otherwise be required for an amendment to the zoning ordinance, the governing board may proceed with the designation decision. Once the designation decision has been made, please return the completed designation confirmation form, enclosed.

This letter serves as our comments on the proposed landmark designation of the St. Andrew's Episcopal Church and Cemetery, 1115 St. Andrew's Church Rd., Woodleaf, Rowan County. Please contact me at 919-814-6575 should you have any questions about our comments.

Sincerely,

Kristi Brantley

Local Preservation Commissions / CLG Coordinator

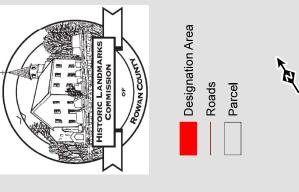
Knisti Brantley

CC: Commission Chair

Enclosure

The designation area is approxinatly .75 acres. 1 inch = 40 feet 900

St. Andrews Local Designation Site Plan



AN ORDINANCE DESIGNATING THE ST. ANDREW'S EPISCOPAL CHURCH AND CEMETERY IN THE JURISDICTION OF ROWAN COUNTY, NORTH CAROLINA AS A LOCAL HISTORIC LANDMARK

WHEREAS, the Rowan County Historic Landmarks Commission has made an investigation and recommends the following property be designated a historic landmark; and

WHEREAS, the North Carolina Department of Cultural Resources has made a determination that the following property is eligible to be designated a historic landmark; and

WHEREAS, on the 20th day of June, 2022 a public hearing was held in the J. Newton Cohen, Sr. Room, in the J. Newton Cohen, Sr. Building, Salisbury, NC, by the Rowan County Board of Commissioners to determine whether *St. Andrew's Episcopal Church and Cemetery* should be designated as a local historic landmark; and

WHEREAS, all the prerequisites to the adoption of this ordinance as prescribed in Part 3C, Article 19, Chapter 160A of the North Carolina General Statutes have been met; and

WHEREAS, the *St. Andrew's Episcopal Church and Cemetery* is believed to be one of the few examples of frame antebellum Episcopal churches in North Carolina; and

WHEREAS, construction of the St. Andrew's Episcopal Church and Cemetery began in 1840; and

WHEREAS, in 1982, the St. Andrew's Episcopal Church and Cemetery was entered into the National Registry of Historic Places; and

WHEREAS, the St. Andrew's Episcopal Church and Cemetery is an important historic resource worthy of preservation,

NOW, THEREFORE, BE IT ORDAINED BY THE ROWAN COUNTY BOARD OF COMMISSIONERS THAT:

- 1. The *St. Andrew's Episcopal Church and Cemetery* at 1115 St. Andrews Church Rd. in the County of Rowan is hereby designated as a Local Historic Landmark pursuant to Part 3C, Article 19, Chapter 160A of the North Carolina General Statutes. This property is presently owned by the Episcopal Diocese of North Carolina and is further identified as part of Rowan County tax parcel 806 013.
- 2. The significant features of the building's exterior located on said property may not be moved, demolished, materially altered, restored or removed without a Certificate of Appropriateness being issued by the Historic Landmark Commission of Rowan County. Any application for the demolition of this building shall require the waiting period set forth in the Historic Landmarks Ordinance.
- 3. Nothing in this ordinance shall be construed to prevent the ordinary maintenance or repair of any architectural feature in or on the said building and property that does not involve a change in design, material or outer appearance thereof, nor to prevent the construction, reconstruction, alteration, restoration, demolition or removal of any such feature when a Rowan County building inspector or similar official certifies to the Historic Landmarks Commission that such action is required for the public safety because of an unsafe or dangerous condition. Nothing herein shall be construed to prevent the property owner from making any use of this property not prohibited by other statutes, ordinances or regulations.
- 4. A suitable sign or plaque shall be posted indicating the property has been designated as a local historic landmark and containing any other appropriate information. If the owner consents, the sign or plaque shall be placed upon the building or property. If the owner objects, the sign or plaque shall be placed on nearby public right-of-way.
- 5. The owner of the *St. Andrew's Episcopal Church and Cemetery* shall be given notice of this ordinance as required by applicable law and copies of this ordinance shall be filed and indexed in the offices of the Rowan County Register of Deeds, the County's Chief Building Inspector and the Rowan County Tax Supervisor as required by applicable law.
- 6. Rowan County Ad Valorem Tax Implications: Taxpayer shall be eligible for tax treatment and assessment according to NCGS 105-278 for only that portion of the total property subject of this ordinance and designation as a Historic Landmark that is not currently assessed at present use value pursuant to NCGS 105-277.2 et seq.

Read, approved, and adopted this	day of	, 2022
	_ Greg Edds, C	hairman
ATTEST:		
Carolyn Barger, MMC, NCCCC, Cler	rk to the Board	

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board

DATE: June 13, 2022

SUBJECT: Public Hearing for FY 2022-23 Proposed Budget

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Aaron Poplin

DATE: 6/10/22

SUBJECT: Consider PE 01-22; Dragon Boat Festival

The Rowan County Chamber of Commerce is requesting a Permit to Exceed for the eighth annual Rowan Chamber Dragon Boat Festival on July 23rd, 2022 at the Shrine Club, 6480 Long Ferry Rd, on High Rock Lake. The Dragon boat races are part of a day-long lakeside festival that will raise money for small business programs here in Rowan County. The applicant expects the festival to attract around 3,000 people.

- 1. Receive staff report
- 2. Petitioner comment
- 3. Public comment
- 4. Approve / deny PE 01-22

ATTACHMENTS:

Description	Upload Date	Туре
Staff Report	6/10/2022	Cover Memo
Site Plan	6/10/2022	Cover Memo
GIS Map	6/10/2022	Cover Memo
application	6/10/2022	Cover Memo



Rowan County Planning and Development Department

402 North Main Street, Suite 204 • Salisbury, N.C. 28144-4341 Main: 704-216-8588 Fax: 704-216-7986

MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners

FROM: Aaron Poplin, Planner

DATE: June 10, 2022 RE: **PE 01-22**

<u>SU</u>	GGESTED BOARD	OF	COMMISSIONERS ACTION
	Receive staff report		Receive public comments
	Discuss request	۸n	prove / Deny / Table PF 01_22

REQUEST

The Rowan County Chamber of Commerce is requesting a Permit to Exceed for the eighth annual Rowan Chamber Dragon Boat Festival on July 23rd, 2022 at the Shrine Club, 6480 Long Ferry Rd, on High Rock

Lake. The Dragon boat races are part of a day-long lakeside festival that will raise money for small business programs here in Rowan County. The applicant expects the festival to attract around 3,000 people.

According to Section 14-10 of the Noise Ordinance, "It shall be unlawful for any person, group, event or business to play, use or otherwise operate any sound amplification equipment (to include radio, tape player, stereos, etc.) emitting sound that is unreasonable, frequent and continued with such volume at any time on any given day of the week, in a manner which may annoy or disturb the quiet, comfort or repose of the general public. This provision is applicable when the source of the noise is plainly audible to the responding law enforcement officer at a distance of one hundred (100) feet."

However, Section 14-12 provides an opportunity to exceed the amplified sound standards in the form of a "permit to exceed" when the event is open to the public.

APPLICATION REVIEW

As provided in Section 14-12 (c) of the Rowan County Noise Ordinance, the following criteria shall be considered in issuing or denying an application for a permit to exceed:

1. The timeliness of the application

Finding: Planning Staff received this application on May 24th well in advance for consideration on June 20th.

2. The nature of the requested activity

Finding: This event is a lakeside festival with boat races, games, and food vendors.

3. Previous experience with the applicant.

Finding: This is the eighth annual Dragon Boat festival hosted by the Rowan County Chamber of Commerce. The only issues in years past are an increase in vehicle traffic in the area. In 2015 an additional parking area, with trolley shuttle, was added at the corner of Long Ferry Rd and Hedrick Lambe Drive to alleviate parking issues.

4. The time of the event.

Finding: The event will begin on Saturday July 23rd at 8:00am, and end at 4:00pm the same day.

5. Other activities in the vicinity of the proposed event.

Finding: None to knowledge.

6. Frequency of the event.

Finding: Annually.

7. Cultural or social benefits of the proposed event.

Finding: The applicant expects to attract an estimated 3,000 people in hopes of raising money for Rowan County Chamber of Commerce small business programs.

8. The effect of the activity on any adjacent residential area.

Finding: see attached map of area properties.

9. Previous violations, if any, by the applicant.

Finding: None.

10. Adjoining property owners surrounding the location are notified by the Planning Department or applicant at least seventy-two (72) hours prior to consideration by the Board of Commissioners.

Finding: The Planning Department provided mailed notice to property owners within 100 feet of the event and posted a sign on June 9th regarding this application (11 days notice before the BOC meeting and six weeks before the event).

Based on the above 10 standards, this application meets all necessary criteria for approval.



Saturday, July 23, 2022

6480 Long Ferry Road, Salisbury, NC

- BackCountry & Beyond (outdoor recreation retail)
- Communities in Schools
- Families First
- Kinetics by Windstream
- High Rock Lake Association
- AT&T
- Race to End Hep C
- Your Rowan

Thanks to **Our Sponsors**

Novant Health, HotWire, Trinity Oaks F&M Bank, Rowan County **Tourism Development** Authority, Salisbury Post, Cheerwine, Duke Energy, Southern Power, Matangira Recycling/Cardinal Tire, Eagle Creek Renewable Energy, Food Lion, Godley's Garden Center, **High Rock Lake** Association, Livingstone College, **Team Chevrolet**

> VIP **Parking**

More parking on **Hedrick Lambe Drive**

Vendors

Picnic

Area/

Seating

Athlete

Village

Vendors

Entrance Map courtesy of Salisbury Post

> R•WAN CHAMB[±]R Chamber of Commerce

Be an original.

Athlete Village

Handicap Parking Only

Entertainment & Awards Stage

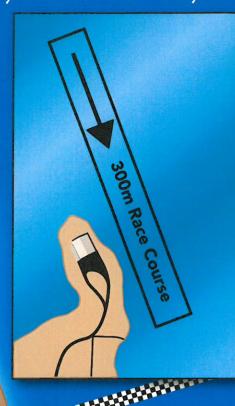
Food Vendors

Finish Line

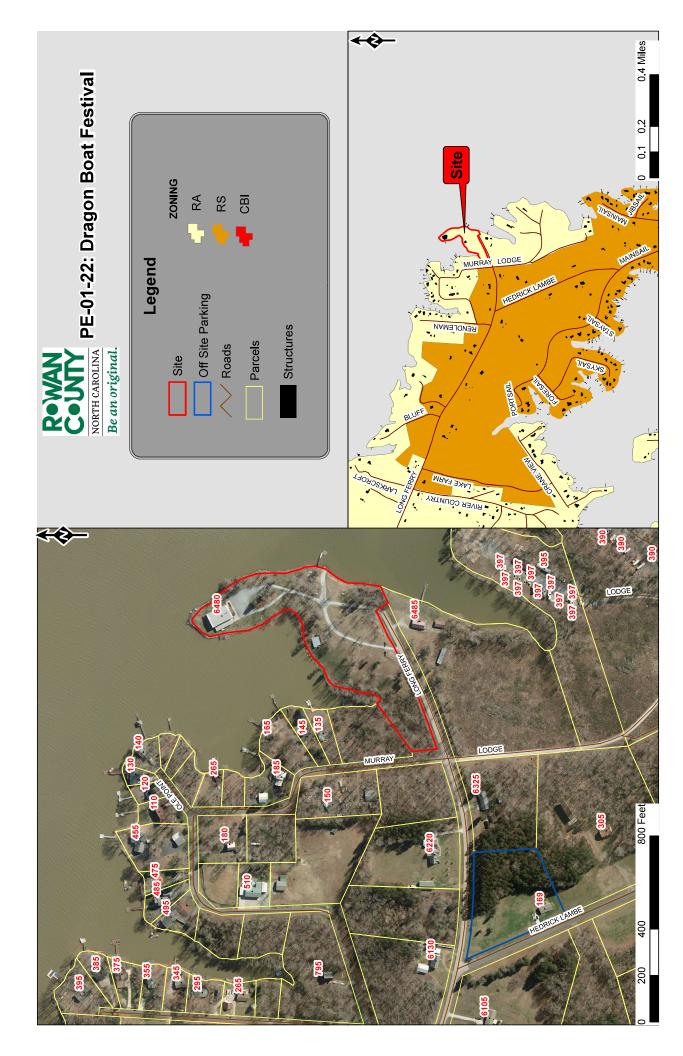
- Cold Stone Creamery
- Cheerwine

1

- Dolce Italian Ice
- Dynamite Dawgs
- High Rock Lake Kettle Corn
- Morgan Ridge Vineyards & Rail Walk
- New Sarum Brewery
- Rowan County Sheriff's Dept. (BBQ)
- Teriyaki Chicken
- The Hot Dog Shack
- United Beverage (Miller, Coors, White Claw, Mike's Hard Lemonade)
- Millers Ferry Fire Dept. & Rescue



Long Ferry Road





Rowan County Department of Planning & Development 402 N. Main Street Ste 204 Salisbury, NC 28144 Phone (704) 216-8588 Fax (704) 638-3130 www.rowancountync.gov

Case #	PE
Date Filed	
Received l	Ву
Amount P	aid
0	ffice Use Only

PERMIT TO EXCEED NOISE ORDINANCE APPLICATION			
OWNERSHIP INFORMATION: Name: Rowan Shrine Club Signature: Lain Spalding Phone: 704-647-2050 Email: gctaylor@carolina.rr.com Address: 6480 Long Ferry Road Salisbury NC 28145			
APPLICANT / AGENT INFORMATION: Name: Rowan Chamber of Commerce, Elaine Spalding, President Signature: Phone: 704-633-4221 Address: Email: espalding@rowanchamber.com 110 Salsibury NC 28144			
PROPERTY DETAILS: Tax Parcel: 612 003 Size (sq.ft. or acres): 7.9 Location of Event: 6480 Long Ferry Road Salisbury NC 28144 Current Land Use: Civic Club Zoning District: RA			
PURPOSE: State Purpose of Request: Dragon Boat Festival is a Chamber fundraiser to support its small business program. Request use of speakers for race annoucing and music			
Date(s) of event: July 23, 2022 Begin Time: 8 a.m. End Time: 4 p.m. Anticipated Number of Attendees: 3000			

CI	ra	TE	DI	LA	N	
2	ш		P	I,A	IN	

Applicant must attach a site plan depicting property lines, location of loudspeakers or other sound producing devices, driveway(s), parking areas, restroom facilities, and any other information necessary to evaluate the request.

	OFFICIAL VICE ONLY	
	OFFICIAL USE ONLY	
1. Signature of Coordinator:		2. Board of Commissioners
Meeting:/ 3.	Notifications Mailed:/ 4.	Property Posted:
/	Commissioners Action: Approved	Denied 6. Date Applicant
Notified://		

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Shane Stewart DATE: June 9, 2022

SUBJECT: Consider SNIA 02-21 Amendment: Performance Park Holdings

On March 1, 2021, the Board of Commissioners approved a Special Non-Residential Intensity Allocation (SNIA) request from Matt Erich for 2.35 acres to allow the construction of two (2) 12,000 sf buildings at the 700 Block of Performance Rd. Mooresville further referenced as Parcel ID 239-086. Approval was subject to the use of gravel or a similar suitable all weather surface where possible. Mr. Erich is requesting allocation of an additional 1.38 acres based on acreage added to this parcel to construct an 8,000 sf warehouse building along with a request to use asphalt surfacing for the following reasons:

- 1. "The need for a paved surface to maneuver forklifts;
- 2. The site has some steep inclines and trucks with trailers will not be able to enter and exit on loose gravel safely;
- 3. Tennant demand. While marketing the buildings for lease, all tenants have demanded a paved surface;
- 4. The majority of parking lots in the industrial park are paved;
- 5. Noise reduction and increased property value; and
- 6. Safety for employees and customers. The paved surface is safer to walk on than an uneven gravel surface."

This request meets all standards of approval

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	6/9/2022	Exhibit
Site Plan	6/9/2022	Exhibit
Application	6/9/2022	Exhibit



Rowan County Department of Planning & Development

402 North Main Street – Suite 204 – Salisbury, NC 28144

Phone: (704) 216-8588 www.rowancountync.gov/planning

MEMORANDUM

TO: Rowan County Board of Commissioners

FROM: Shane Stewart DATE: June 9, 2022

RE: SNIA 02-21 Amendment; Matt Erich

BOARD OF COMMISSIONERS ACTION

☐ Receive staff report ☐ Approve / Deny / Table SNIA 02-21 Amendment

REQUEST On March 1, 2021, the Board of Commissioners approved a Special Non-Residential Intensity Allocation (SNIA) request from Matt Erich for 2.35 acres to allow the construction of two (2) 12,000 sf buildings at the 700 Block of Performance Rd. Mooresville further referenced as Parcel ID 239-086. Approval was subject to the use of gravel or a similar suitable all weather surface where possible. Mr. Erich is requesting allocation of an additional 1.38 acres based on acreage added to this parcel to construct an 8,000 sf warehouse building along with a request to use asphalt surfacing for the following reasons:

- 1. "The need for a paved surface to maneuver forklifts;
- 2. The site has some steep inclines and trucks with trailers will not be able to enter and exit on loose gravel safely;
- 3. Tennant demand. While marketing the buildings for lease, all tenants have demanded a paved surface;
- 4. The majority of parking lots in the industrial park are paved;
- 5. Noise reduction and increased property value; and
- 6. Safety for employees and customers. The paved surface is safer to walk on than an uneven gravel surface."

Approving this request would allow the project to exceed the administrative allowance of 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permit up to 70% built upon area.

Applicant: Matt Erich Property Owner: Performance Park Holdings

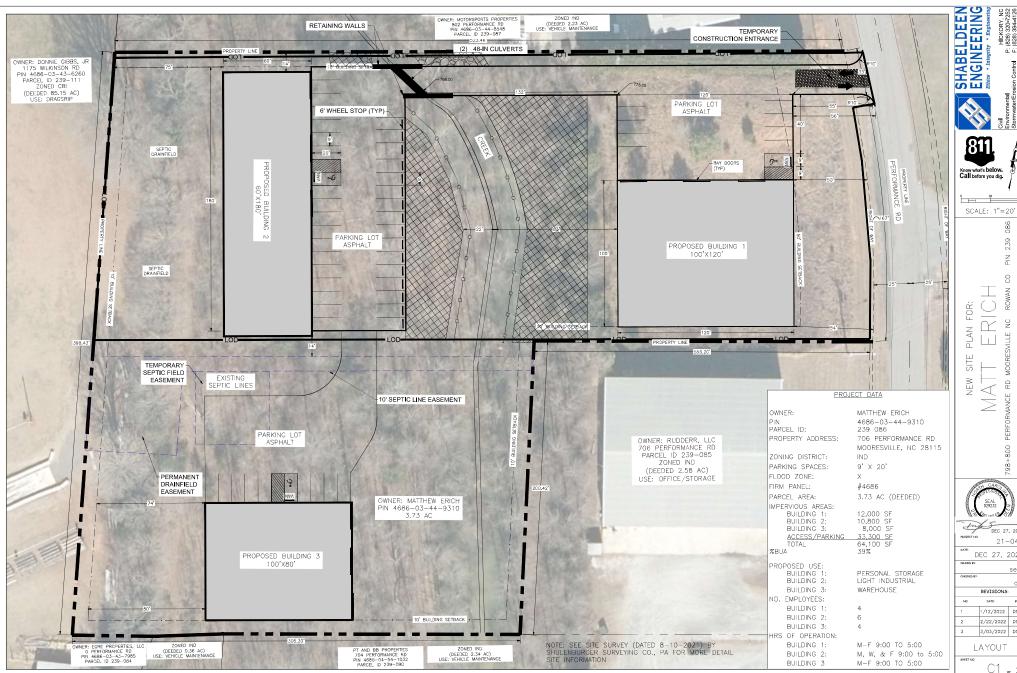
Location: 700 Blk Performance Rd. Tax Parcel: 239-086 Zoning: IND Purpose: Warehouse

Watershed: WS II BW (Coddle Creek)

STAFF CALCULATIONS

- Total lot area (less r/w): 3.73 ac (1.38 ac in new allocation)
- Current total built upon area: Site under construction
- Proposed structure size: 8,000 sf (22,800 sf previously approved)
- Proposed other improvements: 33,300 sf (access / parking)
- Total coverage after development: 64,100 sf (40% per plan)
- Allowable coverage by right: 19,497 sf (12%)
- Coddle Creek Watershed Acreage Total: 11,947 ac (10% = 1,194.7 ac)
- Acres approved for SNIA: 160.98 ac (.013% of 10%)
- Percentage removed from 10% allocation total: 13.4% of 100%

This request meets all standards for approval. If approved, staff will ensure applicant is aware of the need to modify all applicable permits should a change of use / occupancy prior to any action for such change. Next month, staff will submit a "road" name petition to name the driveway, which will serve three (3) addressable structures.



239 8 FOR: Ē PLAN Ш SITE NEW 2 PERFORMANCE

> DEC 27, 2021 21-040 DEC 27, 2021 /12/2022 DS 2/22/2022 DS 3/03/2022 DS

REVISIONS:

LAYOUT

C1 <u>- 1</u>



Rowan County Department of Planning & Development 402 N. Main Street Ste 204 Salisbury, NC 28144 Phone (704) 216-8588 Fax (704) 638-3130 www.rowancountync.gov

Case # SNIA 02-21 Amed.

Date Filed 5/03/02

Received By SAS

Amount Paid # 100 00

Office Use Only

SNIA-018019-2022

SPECIAL NON-RESIDENTIAL INTENSITY ALLOCATION	N =
OWNERSHIP INFORMATION: Name: PERFORMANCE PARK HOLDINGS, LLC	
Signature:	
Phone: 317-435-9781 Email: matt.erich@trustedcampaigns.com	1
Address: 19037 CHANDLERS LANDING, CORNELIUS NC 2803	31
APPLICANT / AGENT INFORMATION:	
Name: TOM BOST	
Signature: Jan Bo	
Phone: 704-202-4676 Email: tombost1@gmail.com	
Address: 1121 Old Concord Rd, SUITE 8, SALISBURY, NC 2814	46
DD ODED TV DETAIL C.	
PROPERTY DETAILS: Tax Parcel: 239 086 Zoning District: ROWAN COUN	TV
Location: 800 PERFORMANCE RD., MOORESVILLE,, NC 2811	15
Size (sq. ft. or acres): 3.73 ACRES Watershed: CODDLE CF	KEEK
Current Land Use: IND	433
List the current or proposed use of the property and a general description of what veconstructed under this application:	will be
TWO BUILDINGS CURRENTLY UNDER CONSRTRUCTION (10,800

Will there be <i>land disturbing activity</i> (grading of natural vegetation) of one acre or more of land area because of the construction on the property? Yes No
Structures: Existing 10,800 AND 12,000 sq.ft. Proposed 8,000 sq.ft.
Other Impervious Coverage: Existing 0 sq.ft Proposed 33,300 sq.ft
Remaining Undeveloped Area: 98,378 sq.ft. 61 % of Property
Storage of toxic and/or hazardous material: Yes No
If Yes, a spill containment plan must submitted with application.
SITE PLAN:
Applicant must attach a site plan depicting information listed in Section 21-33 (2) and 21-52.
Attached: Yes No
I certify that the information provided in this application is correct and true to the information of the proposed development, and I am the owner, partner, officer of a corporation, or agent duly authorized to make this application and fully understand and agree to comply with all applicable laws of the Rowan County Zoning Ordinance.
DE B= 25-23-22
Signature Date of Application
1. Signature of Coordinator: Meeting: 6 / 20 / 20 3. Board of Commissioners Action: Approved 2. Board of Commissioners Applicant Notified: 4. Date Applicant Notified: /

STAFF CHECKLIST

Watershed Protection Permit Plan Checklist

Application for Watershed I drawn to scale showing the		s shall be accompanied by	plans in duplicate and
		assification. WS-II-BW, SNIA Overlay Area.	WS-III-BW, WS-IV-PA
location of		eage of the lot to be built ys that may affect develo feet).	
and other areas incl The perce surface. The area, (d) Streams / Rivers. The accur	structures and loo uding parking and ent of the project t in acres, to be lef	perennial streams and na	feet, of all built-upon an impervious
(e) Buffers. N/A The location	on of all required	buffer areas shown on a s	ite plan.
Lot size less r/w & esmts. Allowable coverage by right Allowable coverage with 70% Existing coverage Pre-1994 coverage Building size	3,73 AC 19,4975F 113,735SF Under COAST. 0 8,000 SF	Other coverage Total coverage Undisturbed acreage Watershed acres Acres approved for SNIA Percentage Removed	56, 100 SF -7 Assums ex. cons. 64,100 SF 98,378 SF 11,885 AC 161 AC 1.3%
Checked By:		goo told) Date:6	19/22

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Shane Stewart DATE: June 9, 2022

SUBJECT: Consider SNIA 03-22: Teramore Development

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from Teramore Development, LLC to build a 10,665 sq.ft. retail store at the southwest corner of Mooresville and Briggs Rds. in Salisbury further referenced as parcel IDs 465A-043 and part of 044.

If approved, five (5) conditions of approval based on plans received are noted on page 3 of the staff report.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	6/9/2022	Exhibit
Site Plan	6/9/2022	Exhibit
Elevation Plan and Building Rendering	6/9/2022	Exhibit
GIS Map	6/9/2022	Exhibit
Sign Type	6/9/2022	Exhibit
Application	6/9/2022	Exhibit



Rowan County Department of Planning & Development

402 North Main Street – Suite 204 – Salisbury, NC 28144
Phone: (704) 216-8588
www.rowancountync.gov/planning

MEMORANDUM

TO: Rowan County Board of Commissioners

FROM: Shane Stewart DATE: June 9, 2022

RE: SNIA 03-22: Teramore Development, LLC

BOARD OF COMMISSIONERS ACTION

☐ Receive staff report ☐ Approve / Deny / Table SNIA 03-22

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from Teramore Development, LLC to build a 10,665 sq.ft. retail store at the southwest corner of Mooresville and Briggs Rds. in Salisbury further referenced as parcel IDs 465A-043 and part of 044. Approving this request would allow the project to exceed the administrative allowance of 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Back Creek / Sloans Creek watershed and allow up to seventy (70) percent built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permit up to 70% coverage.

Applicant: Teramore Development Property Owner: Greer Goodman Location: Mooresville / Briggs Rds. Tax Parcels: 465A-043 & p/o 044

Zoning: CBI Purpose: Retail Store

Watershed: WS II BW (Back Creek / Sloans Creek)

PROJECT DETAILS In an effort to address Western Area Land Use Plan recommendations for Highway Business and Regional Node development related to building appearance, design elements, and landscaping, plan details propose the following:

• Nineteen (19) Red Maple trees planted thirty (30) feet on center along Mooresville Road and Briggs Road;

- Twenty-three (23) Green Giant evergreen trees planted ten (10) feet on center along with a six (6) foot opaque wood fence along the northern property line;
- Although sign details were not included, the site plan indicates a proposed monument sign. The board may consider a similar design of a four (4) foot tall x eight (8) foot wide sign with a two (2) foot brick base; and
- Building elevation plans and rendering indicate a brick base on three (3) sides with fiber cement siding on the same three (3) sides (less north side at building rear). Although not shown, the applicant has agreed to substitute metal with fiber cement siding on the rear. According to the applicant, the façade would match the Woodleaf store approved by the BOC in 2019.

OTHER COMMENTS

Although the proposed driveway does not have an approved commercial driveway permit, NCDOT staff indicated the proposed location does meet their standards for approval. Without knowing the future development of adjacent 3.04 acre CBI zoned area comprised of three (3) parcels identified as 465A-045, 046, and 047 owned by Greer Goodman (see enclosed map), it is difficult to discern what type of access could be granted to Mooresville Road. As such, NCDOT (and Planning Staff) would prefer a single access on Briggs Road that could serve both the retail store and future development

In lieu of a single driveway, the owner and applicant are proposing to retain a fortyfive (45) foot strip of land for a second Briggs Road driveway intended to serve as an alternative access for the future needs of the three (3) adjacent lots. According to NCDOT, it is possible, although not desirable, the second driveway connection would be granted but depends on the type of development.

use development and access management within Regional Nodes.

on the adjacent lots. The Western Area Land Use Plan generally encourages mixed

- Per the applicant, the proposed septic was identified by a private soil scientist as sufficient to support the store.
- The stormwater pond proposed along Mooresville Road is designed to comply with the North Carolina Department of Environmental Quality's Phase II Stormwater requirements as a permanent measure.

STAFF CALCULATIONS

Total lot area (less r/w): 1.98 AC

Current total built upon area: 0 sf

Proposed structure size: 10,665 sf

Proposed other improvements: 23,678 sf (per site plan)

Total coverage after development: 34,343 sf (39% per plan)

Allowable coverage by right: 10,358 sf (12%)

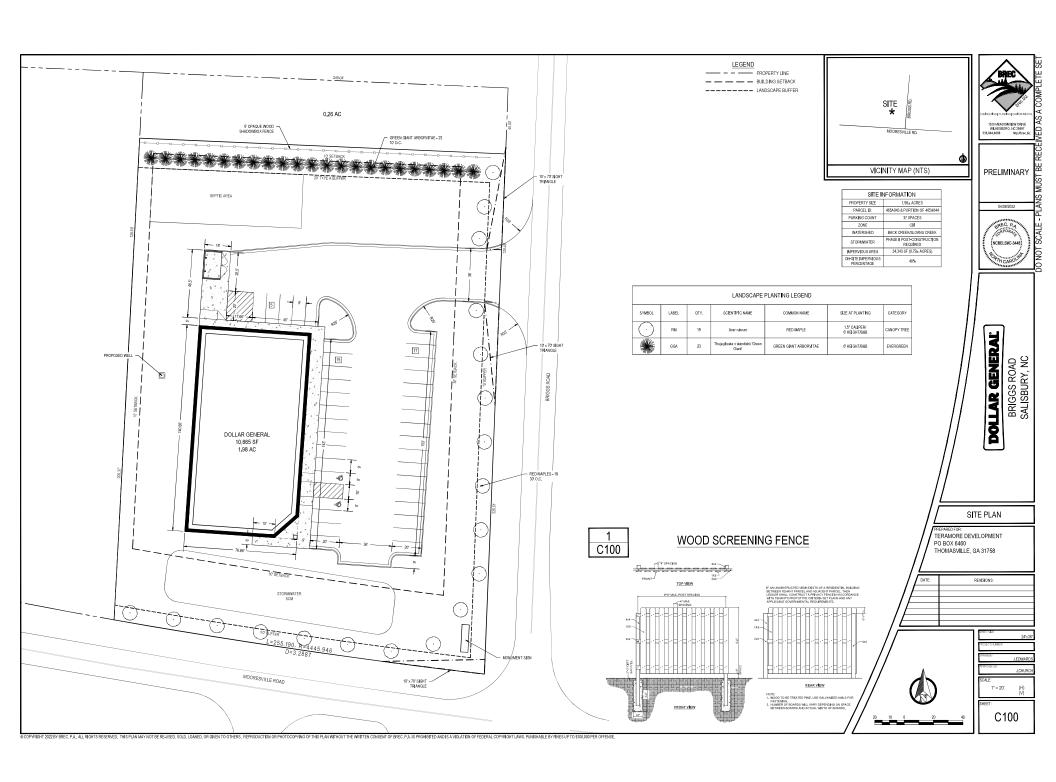
Back Ck. / Sloans Ck. Watershed Acreage: 32,126 AC (10% = 3,212.6 AC)

- Acres approved for SNIA: 66.89 AC (.002% of 10%)
- Percentage removed from 10% allocation total: 2% of 100%

STAFF COMMENTS

If approved, the following conditions should be included based on plans received:

- 1. Combine Parcel IDs 465A-043 and part of 465A-044 and the residual strip from 465A-044 with 465A-045;
- 2. Obtain commercial driveway permit from NCDOT prior to the issuance of a zoning permit;
- 3. Subject to approved site plan;
- 4. Subject to façade details on elevation plan including fiber cement siding on the north elevation; and
- 5. 4' x 8' monument sign with 2' brick base.



DOLLAR GENERAL

•



PROTO DATE: 04/04/18 SCHEME: DG 9100.F

Date 09/0

Drawn By/Checked By: DFB/CMS Project Number 320222 Owner Date 05/22/19

> ELEVATIONS. **ROOF PLAN &**

A04

ELEVATION KEYED NOTES PRE-ENGINEERED METAL BUILDING NOTES METAL BUILDING NOTES

I. THE FRONT FASCIA SHALL HAVE (3) 12" PURLINS (MOUNTED VERTICALL'S OT THAT THE 12" FACE IS AQAINST THE BUILDING METAL SIDNG. THESE DIRRING SHALL HE CHINTERED OVER THE ENTRANCE AND SHACED SY APART TO PROVIDE ADEQUATE SUPPORT FOR SIGNAGE WHICH MAY WEIGH UP TO 1,400 LBS.

. METAL ROOF MUST BE A STRUCTURAL SYANDING SEAM METAL ROOF WITH MECHANICALLY ROLLED SEAMS. SEAMS TO BE A MINIMUM 1 1/2* HIGH. ALL FASTENERS TO BE CONCEALED.

3. METAL ROOF SYSTEM TO BE EQUAL TO VP BUILDING SUR II ROOF

4. CONDENSATE FROM HVAC UNITS TO BE PIPED TO GUTTERS.

PRE-ENGINEERED METAL BUILDING VENDOR:

EXTERIOR FINISHES

ARCHITECTURAL MASONRY AT BUILDING FACADE SHOULD BE PRE-FINISHED OR PAINTED (2 COATS LOXON XP MASONRY COATING A244W00 SERIES)

METAL WALL PANEL
FLAT METAL SOFFIT AT STOREFRONT
VESTIBULE AREA

ANDING SEAM METAL ROOF PANELS

LINER PANELS, 28 GA. (INTERIOR SALES FLOOR AND RECEIVING AREA)

REFER TO SHEET T-1 FOR ADDITIONAL INFORMATION ON RECOMMENDED NATIONAL ACCOUNT VENDORS NATIONAL ACCOUNT AND CONTACT INFORMATION SUBJECT TO CHANGE.

REFER TO ELEVATIONS FOR COLOR OF ALL MATERIALS NOT PROVIDED BY PEMB.

STOREFRONT SYSTEM

7 AWNING BRACKET DETAIL
ADA SCALE: 3/4" = 11/0"

. INTERIOR METAL LINER PANELS TO BE 28/29 GAUGE

ROOF NOTES:

GUTTERS

DOWN SPOUTS

WALL PACK AT 12-0" TO CENTER CONNECTION TO WA REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.

VENT FOR BATHROOM EXHAUST: REFER TO MO! FOR ADDITIONAL INFORMATION.

WALL INTORANT, REFER TO POT FOR ADDITIONAL INFORMATION.

[21] PROVIDE PORCH ROOF STRUCTURE AS INDICATED.
PEMB MFCR SHALL PROVIDE BURNISHED SLATE /
BRONZE SCREW DOWN METAL ROOF PANELS. TREATER
WOOD BRACKETS SHALL BE PAINTED SW 6112 "BISCUT

BRONZE AUTOMATIC OPENING STOREFRONT SYSTEM SEE DOOR SCHEDULE FOR SIZE AND DETAIL.

27 NOT USED.

ELEVATION KEYED NOTES

SIGN FIRMSHOAD INSTALLED TO OLLAR GENERAL
CORP. WITH CRECUT AS NOTED ON ELECTRICAL FLAM.
SIGN TO BE 35° THAL BY 35° THO AND OLD EMERGEN
FROM TO FIRMSHOAD SOME OF THE TO PROVIDE

MANUFACTURES TO SUPPORT SIGN WEIGHT OF UP TO
1,400 LBS. EXTERIOR CANCEY SIGN SHALL BE
SUPPORTED BY CANCEY.
COCKRONATE THE PROVINE SIGNAGE TO BE USED WITH
DOLLAR GENERAL.

FLOOD LIGHT AT 18-9" TO CENTER CONNECTION TO WALL. REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.

WALL PACK AT 16'-6" TO CENTER CONNECTION TO WA REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.

B GUTTER AND DOWNSPOUT IN LIGHT STONE FINISH BY PEMB MFGR.

10 STANDING SEAM METAL ROOF, GALVALUME FINISH.

HARDIE-PLANK, FIBER-CEMENT LAP-SIDING, OVER WATER RESISTIVE BARRIER, SMOOTH FINISH, 8:75"
WIDE. LENGTH OF EACH BOARD NOT TO EXCEED 1 COURT, PAINT AND 16T ROMPHOTO DESSERS.

PRE-FINISHED METAL WALL PANELS, PROVIDE TAN RESISTANT FASTENERS FOR BOTTOM 8-0". SEE EXTERIOR FINISH SCHEDULE FOR COLOR.

DOOR BUZZER, REFER TO EO! FOR ADDITIONAL INFORMATION.

HVAC UNITS MOUNTED ON ROOF, REFER TO MECHANICAL SHEET M1 FOR MORE INFORMATION.

OUTSIDE AIR TEMP. SENSOR MOUNTED OVER RECEIVING DOORS & 8'-0" A.F.F.

18 MINIMUM EAVE HEIGHT IS 14'-0" A.F.F.

[20] IN NORTHERN CLIMATES, PROVIDE SNOW GUARDS OF ROOF PER LOCAL CODE.

22 1/2* DIAMETER X 6* LONG STANLESS STEEL EYE BOLTS (CLOSED) WITH 1** DIAMETER OPENINGS, DRILL AND EPOXY INTO BLOCK WALL 4 BOLTS TO BE LOCATED AS SHOWN EACH SIDE OF ENTRY, TOTAL OF 8 BOLTS.

SEE DUDING STREET BY MINISTER OR SIMILAR, TYP AT VERT, AND HORIZ. TRIM. COLOR: SW 9112 "BISCUT".

16" AZ WINN'L SHUTTERS IN GROUPS OF 4.
COLOR: BRONZE FINISH.

26 NOT USED.

28 NOT USED. 29 NOT USED.

9 ___s 8 24 8 24 12 8 24 8 24 24 4 LEFT ELEVATION
A04 SCALE: 1/8" = 1"-0" PARAPET WALL -EL. = 18'-0"A.F.F. HVAC

1 ©7 ss-sr 21

DOLLAR GENERAL

9

25 24

11 B

24

6

22

2 6 73

(5)

122 o

25 0

DOLLAR GENERAL

FRONT ELEVATION

SCALE: 1/8" = 1'-0"

TT TT

22

3 RIGHT ELEVATION

SCALE: 1/8" = 1'-0"

11

©

REAR ELEVATION

ADA SCALE: 1/8" = 1'-0"

11

25

2

20 10 11 13

16

25 11

16

4

25 9

3

11

6

11

4

5 24

18

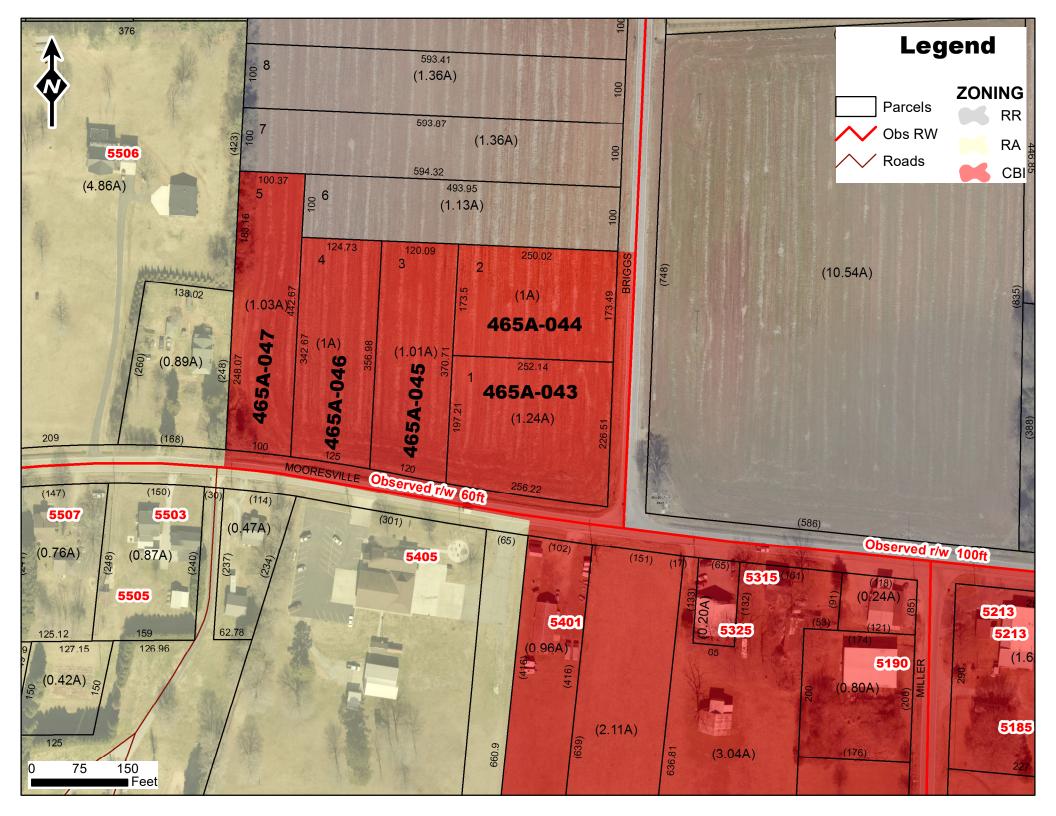
Ħ

"SCREW DOWN" BRONZE METAL ROOF PANELS BY METAL BUILDING MFR. >=1515 LBS.+ → P=1515 LBS 8 SECTION
A04 SCALE: 3/4" = 1'-0"

5 ROOF PLAN 804 SCALE: 3/32" = 1'-0

PEMB NOTES







4' x 8' Lighted Sign

Dollar General #20632

NC Highway 152, Rockwell, North Carolina



Rowan County Department of Planning & Development 402 N. Main Street Ste 204 Salisbury, NC 28144 Phone (704) 216-8588 Fax (704) 638-3130 www.rowancountync.gov

Case #	SNIA 3-22		
Date Filed	1/31/22		
Received By	SAS		
Amount Paid	\$100		

Office Use Only

Energov: SNIA-017737-2022

SPECIAL NON-RESIDENTIAL INTENSITY ALLOCATION —
OWNERSHIP INFORMATION:
Name: Greer N. Goodman
Signature: Grup N. Goodman
Phone: 704-637-965943F Email: susansides@carolina.rr.com
Address: 1070 Mainsail Rd
Salisbury, NC 28146
APPLICANT / AGENT INFORMATION:
Name: Teramore Development, LLC
Signature:
Phone: 704-224-7364 Email: jstrickland@teramore.net
Address: 214 Klumac Rd Suite 101
Salisbury, NC 28144
PROPERTY DETAILS:
Tax Parcel: 465A043 & 465A044 Zoning District: CBI
Location: Corner of Hwy 150 & Briggs Rd, Salisbury
Size (sq. ft. or acres): 2.24 Watershed: Back Creek/Sloans Creek
Current Land Use: Undeveloped
List the current or proposed use of the property and a general description of what will be constructed under this application:
The current 2.24 Commercial Corner is undeveloped. Proposed is a 10,640 SF Commercial building for retail use.

Will there be land disturbing activity (grading of natural vegetation) of one acre or more of land
area because of the construction on the property? Yes No
Structures: Existing 0 sq.ft. Proposed 10,640 sq.ft.
Other Impervious Coverage: Existing 0 sq.ft Proposed 32,479 sq.ft
Remaining Undeveloped Area: 57,690 sq.ft. 64 % of Property
Storage of toxic and/or hazardous material: Yes No
If Yes, a spill containment plan must submitted with application.
SITE PLAN:
Applicant must attach a site plan depicting information listed in Section 21-33 (2) and 21-52.
Attached: Yes No No
I certify that the information provided in this application is correct and true to the information of the proposed development, and I am the owner, partner, officer of a corporation, or agent duly authorized to make this application and fully understand and agree to comply with all applicable laws of the Rowan County Zoning Ordinance.
In al
Signature 1/31/22 Date of Application
OFFICIAL USE ONLY 3. Roard of Coordinators
1. Signature of Coordinator: Meeting: 4 / 18 / 22 3. Board of Commissioners Action: Approved Denied 4. Date
Applicant Notified:/_/

STAFF CHECKLIST

Watershed Protection Permit Plan Checklist

Application for Watershed P drawn to scale showing the f		ts shall be accompanied by	plans in duplicate and
		lassification. WS-II-BW, V n SNIA Overlay Area.	VS-III-BW, WS-IV-PA
location o		creage of the lot to be built ways that may affect develop re feet).	-
and other	structures and l	l use of all existing and propocation and size, in square	
V	~ .	nd loading facilities.	un incurantions
surface	nt of the projec	t that will be covered with a	in impervious
Y	in acres, to be le	eft natural	
areas on the	ate location of a	all perennial streams and na he site plan.	tural drainage
(e) Buffers. N/A The location	on of all require	d buffer areas shown on a s	ita nlan
TWILL THE location	on or an require	d build aleas shown on a s	не рын.
Lot size less r/w & esmts.	1.98 AC	Other coverage	23,678 S F
Allowable coverage by right	10,358 S F	Total coverage	34,343 S F
Allowable coverage with 70%	60,374 S F	Undisturbed acreage	51,905 S F
Existing coverage	0	Watershed acres	32,265.25 AC
Pre-1994 coverage	0	Acres approved for SNIA	66.89 AC
Building size	10,665 S F	Percentage Removed	.002%
Checked By:		Date:	4/8/22
Comments:			

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: County Manager Aaron Church

DATE: June 14, 2022

SUBJECT: Review/Discussion of FY 2022-23 Proposed Budget

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Finance Department

DATE: June 13, 2022 **SUBJECT:** Financial Reports

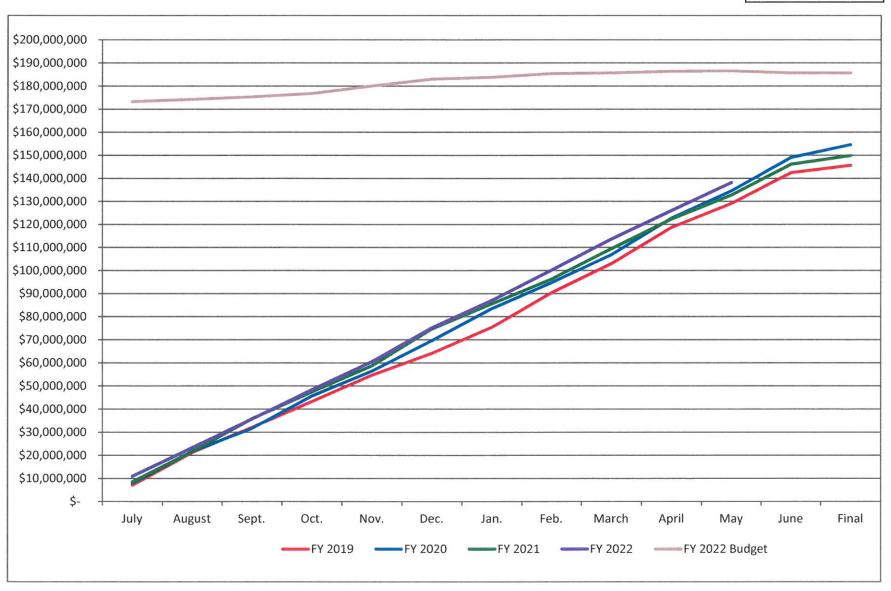
Please see financial graphs.

ATTACHMENTS:

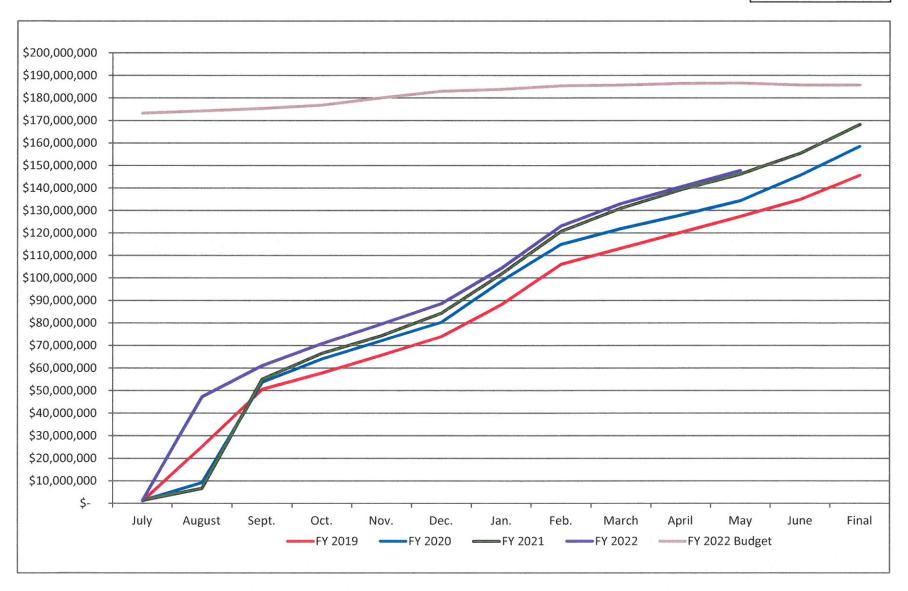
Description Upload Date Type

Financial Graphs 6/13/2022 Backup Material

May			
2022	\$	138,088,986	
2021	\$	132,686,359	
2020	\$	134,482,330	
2019	\$	129,011,438	



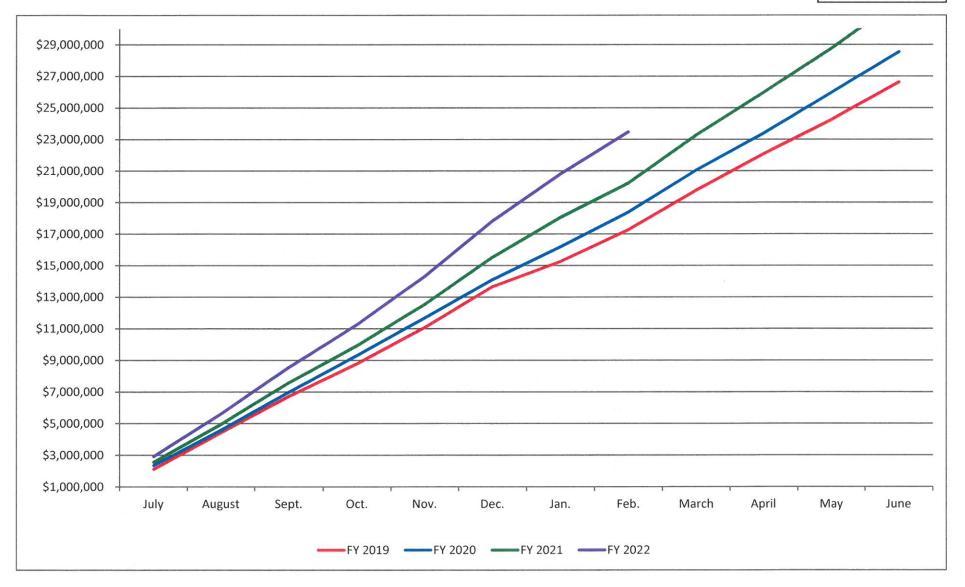
May		
2022	\$	147,677,525
2021	\$	146,138,738
2020	\$	134,246,916
2019	\$	127,209,551



	Α	pril
2022	\$	88,730,898
2021	\$	87,713,351
2020	\$	85,553,313
2019	\$	78,546,679



	Feb	ruary
2022	\$	23,458,795
2021	\$	20,210,700
2020	\$	18,364,926
2019	\$	17,248,898



ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

Finance Department FROM:

DATE: June 13, 2022

Budget Amendments SUBJECT:

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description Upload Date Type 6/13/2022 **Budget Amendments** Budget Amendment

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Budget Officer				
FROM: Finance				
EXPLANATION IN DETAIL:		To recognize anticipated increase in i	nmate canteen revenue	e and expense
			Prepared by:	Teresa Sharpless
			Date:	
BUDGET INFORMATION:				
ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Inmate Canteen Concessions	R	1144422-425005	105,000	
Inmate Concession Supplies	E	1154422-561012	105,000	
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DEPARTMENT HEAD	-	COUNTY MANAGER	ACCOUN	TING USE ONLY
Approved:		Approved:	Budget Revision #	12-088
Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	
Date: 6/10/20		Date:	Posted by:	
Signature:		Signature:	Approved by:	

Sharpless, Teresa F.

From:

Bevis, Lisa F

Sent:

Thursday, May 26, 2022 3:50 PM

To: Cc: Sharpless, Teresa F.

CC.

Boyd, Leslie H

Subject:

FW: ACCT 115442 561012 OVERBUDGET

Hi Teresa,

Can you help us with a BA, please?

Leslie,

Please delete the journal entry in MUNIS, but hold onto it to enter once Teresa indicates there are enough funds in the account to cover the journal entry.

Thanks so much.

tied to revenue Acc+# 1144422-425005

Lisa

From: Boyd, Leslie H <Leslie.Boyd@rowancountync.gov>

Sent: Thursday, May 26, 2022 3:46 PM

To: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov> **Subject:** ACCT 115442 561012 OVERBUDGET

Hi Lisa,

This account is overbudget.

					Approval status	Helc	
l Lines	ī						Budge
Line	Org		Object	Project	Account Description		
1	11		101202		SUNTRUST DETENTION CHECKIN	G	WARNING: A
2	11	(202940		A/P:INMATE TRUST FUNDS		
3	11		202940		A/P:INMATE TRUST FUNDS	(i	
4	11		101202		SUNTRUST DETENTION CHECKIN	G	
5	11	E	202940		A/P:INMATE TRUST FUNDS		
6	1154422		561012		CONCESSIONS SUPPLIES		I KIMBLES OKDE

Account Inquiry [Rowan County]

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0-442	PPLIES		٥	n
1010-42-4245-4400-4420-4422-000-5-561-012-	CONCESSIONS SUPPLIES	Expense	•	•
Acct	Acct name	Type	Rollup	Sub-Rollup
	INMATE EXP	CONCES-SUP		
GEN FD			۵	
	INMATE EXP	CONCES-SUP	D	
··· GEN FD	INMATE EXP	CONCES-SUP		

☐ Account Notes

GAAP W/CARRY FORWARD 4 YEAR COMPARISON

HISTORY GRAPH **4 YEAR GRAPH** HISTORY

> Original Budget Revised Budget Yr/Per 2022/12 Actual (Memo) Encumbrances **Fransfers Out** Percent used Requisitions **Transfers In** Available

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Display detail information for current account.

Account Inquiry [Rowan County]

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	GEN FD	Acct 1010-42-4244-4400-4420-4422-000-4-425005-	
1144422	INMATE REV	Acct name INMATE CANTEEN CONCESSIO	☐ Account Notes
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Yr/Per 2022/12	Fisc
Original Budget	
Transfers In	
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Fiscal Year 2022		Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2023	
-330,000.00		-330,000.00	-357,000.00	00.	ā
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Display detail information for current account. 1 of 7

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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

				1
TO: BOARD OF COMMISSIONERS				
FROM: SHERIFF				
EXPLANATION IN DETAIL:		REDUCE REVENUE ACCOUNT & CORRESPONDING EXPENSE ACCOUNT FOR THE 2018 JUSTICE REIMBURSEMENT ACCOUNT DUE TO AMOUNT RECEIVED WAS 1,571.00 LESS THAN ANTICIPATED Prepared by: Major J C Sifford		
			te: 6/3/2022 d:	i
ACCOUNT TITLE	R/I	ACCOUNT #	INCREASE E	ECREASE
JUSTICE AST, REIMBURSE GRANT	R	1144417-431018		1,571
OTHER SMALL EQUIPMENT	E	1154417-561095		1,571
				<u> </u>
li.	+			
				1
				İ
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE O	NLY
Approved:		Approved:	Budget Revision # 12-15	SLP
Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	-
Date:	1 1	Date:	Posted by:	
Signature:		Signature:	Approved by:	
July Suly				

Sifford, John

From:

Bevis, Lisa F

Sent:

Friday, June 3, 2022 8:26 AM

To:

Sifford, John

Subject:

RE: Check from Salisbury City for Reimbursement on 2018 JAG Grant

Please prepare a BA reducing revenue and an appropriate expense. This will have to go to the BOC, so if you can get it in as soon as possible, that would be great. Thanks John.

From: Sifford, John < John. Sifford@rowancountync.gov>

Sent: Wednesday, June 1, 2022 6:08 PM

To: Bevis, Lisa F < Lisa. Bevis@rowancountync.gov>

Subject: RE: Check from Salisbury City for Reimbursement on 2018 JAG Grant

The award was in fact for \$14,778, but we were only able to spend \$13,207.54. Just let me know what I need to do.

Thanks!!

John

Major John C. Sifford
Rowan County Sheriff's Office
Administrative and Support Services
232 N. Main St.
Salisbury, NC 28144
(704)-216-8668
john.sifford@rowancountync.gov

From: Bevis, Lisa F < Lisa. Bevis@rowancountync.gov>

Sent: Wednesday, June 1, 2022 8:27 AM

To: Sifford, John < John.Sifford@rowancountync.gov>

Subject: RE: Check from Salisbury City for Reimbursement on 2018 JAG Grant

Hi John,

Thank you for this information. Will we be receiving any more JAG \$ for 2018? We budgeted \$14,778, which is \$1,570 more than we received. You may need to prepare a BA bringing the estimate to actual, or I can set up a receivable at the end of the year for the \$1,570. Please let me know when you get a chance.

Thanks. Lisa

From: Sifford, John < John. Sifford@rowancountync.gov>

Sent: Tuesday, May 31, 2022 5:13 PM

To: Bevis, Lisa F < Lisa.Bevis@rowancountync.gov>

Cc: Auten, Kevin < Kevin.Auten@rowancountync.gov >; Ramsey, David C < David.Ramsey@rowancountync.gov >

Subject: Check from Salisbury City for Reimbursement on 2018 JAG Grant

Lisa,

Please see the attachment which is a check I got late today from Salisbury City. If is for reimbursement for the 2018 JAG grant, and will be deposited in account #1144417-431018. I think the funds have already been recognized and budgeted to expense accounts previously this year so I think it is just a matter of the check being deposited.

Let me know if I need to do anything further.

John

Major John C. Sifford
Rowan County Sheriff's Office
Administrative and Support Services
232 N. Main St.
Salisbury, NC 28144
(704)-216-8668
john.sifford@rowancountync.gov

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL:

The following expenditures and/or revenues are revised based on Funding Authorizations received from the State. Funding Authorizations reflect the actual amount we receive and may increase or decrease the original budget estimate.

Prepared by:	Kelly Johnson			
Date:	6/6/2022			

BUDGET INFORMATION:

E	33018-372-593010-100			
	133010-372-393010-100	1	\$44,750	
R	33018-5317-431069-000		\$44,750	
	COLINTY MANAGER	ACCOUNTIN	C LISE ONLY	
	COUNTY WANAGER	ACCOUNTING USE ONLY		
	Approved:	Budget Revision # 12-23\square		
	Disapproved:	Date Posted:		
	Amended:	Group Number:		
		Posted by:		
		Approved by:		
		COUNTY MANAGER Approved: Disapproved: Amended: Date: Signature:	COUNTY MANAGER ACCOUNTIN Approved: Budget Revision # Disapproved: Date Posted: Amended: Group Number: Date: Posted by:	





DIVISION OF SOCIAL SERVICES

FUNDING SOURCE: CRISIS INTERVENTION PAYMENT

EFFECTIVE DATE: <u>07/01/2021</u> AUTHORIZATION NUMBER: 11

ALLOCATION PERIOD

FROM JUNE 2021 THRU MAY 2022 SERVICE MONTHS FROM JULY 2021 THRU JUNE 2022 PAYMENT MONTHS

	,	Intial (or previ	Intial (or previous) Allocation		l Allocation	Grand Tot	al Allocation
Co. No.	COUNTY	Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	746,236.00	7	0.00	0.00	746,236.00	746,236.00
02	ALEXANDER	117,063.00	117,063.00	0.00	0.00	117,063.00	117,063.00
03	ALLEGHANY	47,209.00	47,209.00	0.00	0.00	47,209.00	47,209.00
04	ANSON	219,522.00	219,522.00	0.00	0.00	219,522.00	219,522.00
05	ASHE	134,912.00	134,912.00	0.00	0.00	134,912.00	134,912.00
06	AVERY	57,738.00	57,738.00	0.00	0.00	57,738.00	57,738.00
07	BEAUFORT	211,303.00	211,303.00	0.00	0.00	211,303.00	211,303.00
08	BERTIE	115,269.00	115,269.00	0.00	0.00	115,269.00	115,269.00
09	BLADEN	176,105.00	176,105.00	0.00	0.00	En la contraction de la contra	0.1
10	BRUNSWICK	298,049.00	298,049.00	0.00	0.00		
11	BUNCOMBE	750,344.00	750,344.00	0.00			
12	BURKE	377,061.00	377,061.00	0.00			
13	CABARRUS	444,637.00	444,637.00				
14	CALDWELL	321,373.00	321,373.00	1	100000		1
15	CAMDEN	19,024.00	19,024.00	I			
16	CARTERET	100,160.00	100,160.00	500000000	500-2501-380	(0)7.07.000.000.000	
17	CASWELL	95,209.00	95,209.00	1	0.00		
18	CATAWBA	493,045.00	493,045.00	9 (0.000)	8013112012		,
19	СНАТНАМ	156,622.00	156,622.00				156,622.00
20	CHEROKEE	113,520.00	113,520.00		10.00.200	PROTORNAL LITTLE CONTROL	113,520.00
21	CHOWAN	66,727.00	66,727.00	1			66,727.00
22	CLAY	48,270.00	48,270.00		0.00		100000000000000000000000000000000000000
23	CLEVELAND	425,705.00	425,705.00		0.00	48,270.00	
24	COLUMBUS	282,918.00	282,918.00	0.00	0.00	282,918.00	
25	CRAVEN	316,380.00	316,380.00	-50,000.00	-50,000.00	266,380.00	282,918.00
26	CUMBERLAND	1,497,560.00	1,497,560.00	-30,000.00	-30,000.00		266,380.00
27	CURRITUCK	36,778.00	36,778.00	L. Common particular de la com	0.00	1,497,560.00	1,497,560.00
28	DARE	71,688.00	71,688.00			36,778.00	36,778.00
29	DAVIDSON	367,997.00	367,997.00		0.00	71,688.00	71,688.00
30	DAVIE	106,958.00	106,958.00		0.00		367,997.00
31	DUPLIN	199,389.00		0.00	0.00	106,958.00	106,958.00
32	DURHAM	898,257.00	199,389.00	0.00	0.00	199,389.00	199,389.00
33	EDGECOMBE		898,257.00	-57,000.00	-57,000.00	841,257.00	841,257.00
	FORSYTH	391,247.00	391,247.00	0.00	0.00	391,247.00	391,247.00
	FRANKLIN	1,262,927.00	1,262,927.00	-18,000.00	-18,000.00	1,244,927.00	1,244,927.00
1996		172,173.00	172,173.00	0.00	0.00	172,173.00	172,173.00
Allerance	GASTON	1,066,346.00	1,066,346.00	0.00	0.00	1,066,346.00	1,066,346.00
200	GATES	39,973.00	39,973.00	0.00	0.00	39,973.00	39,973.00
	GRAHAM	50,896.00	50,896.00	0.00	0.00	50,896.00	50,896.00
50000	GRANVILLE	187,234.00	187,234.00	0.00	0.00	187,234.00	187,234.00
2700000	GREENE	92,479.00	92,479.00	0.00	0.00	92,479.00	92,479.00
	GUILFORD	1,263,645.00	1,263,645.00	0.00	0.00	1,263,645.00	1,263,645.00
	HALIFAX	326,585.00	326,585.00	0.00	0.00	326,585.00	326,585.00
	HARNETT	452,651.00	452,651.00	0.00	0.00	452,651.00	452,651.00
100000	HAYWOOD	225,955.00	225,955.00	0.00	0.00	225,955.00	225,955.00
	HENDERSON	264,192.00	264,192.00	0.00	0.00	264,192.00	264,192.00
	HERTFORD	177,664.00	177,664.00	0.00	0.00	177,664.00	177,664.00
47	HOKE	272,893.00	272,893.00	0.00	0.00	272,893.00	272,893.00

		Intial A	Allocation	Addition	al Allocation	Grand Tot	al Allocation
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	19,598.00	19,598.00	0.00			
49	IREDELL	321,241.00	321,241.00	0.00	0.00	321,241.00	
50	JACKSON	110,846.00	110,846.00	0.00	0.00	110,846.00	
51	JOHNSTON	594,990.00	594,990.00	0.00	0.00	594,990.00	594,990.00
52	JONES	31,041.00		0.00	0.00	31,041.00	31,041.00
53	LEE	207,530.00	207,530.00	0.00	0.00	207,530.00	207,530.00
54	LENOIR	269,698.00		0.00	0.00	269,698.00	269,698.00
55	LINCOLN	205,446.00		1	0.00		
56	MACON	125,521.00	Plante particular and a second	(50.5)	1		125,521.00
57	MADISON	51,255.00					
58	MARTIN	105,285.00		5,750,000			
59	MCDOWELL	165,831.00		0.00			
60	MECKLENBURG	2,736,300.00				0.00000-0000-00000000000000000000000000	LINE CONTRACTOR AND ADDRESS OF THE PARTY OF
61	MITCHELL	63,744.00			12	1	
62	MONTGOMERY	101,186.00		0.00	1000000	220.000.000.000.000.000.000	
63	MOORE	311,997.00					
64	NASH	455,718.00		50,000.00		100000000000000000000000000000000000000	5.000 00 × 0.000 00 00 00 00 00
65	NEW HANOVER	561,106.00	The state of the s	0.00	1		561,106.00
66	NORTHAMPTON	113,824.00	113,824.00	0.00			113,824.00
67	ONSLOW	543,573.00		0.00	4		543,573.00
68	ORANGE	345,100.00	345,100.00	0.00			345,100.00
69	PAMLICO	31,960.00	31,960.00	0.00	10000000		
70	PASQUOTANK	155,604.00	155,604.00	0.00			155,604.00
71 72	PENDER	164,905.00		0.00	100000000000000000000000000000000000000	164,905.00	164,905.00
73	PERQUIMANS	65,334.00	65,334.00	0.00			65,334.00
74	PERSON PITT	153,466.00	153,466.00	0.00	75000000000	153,466.00	153,466.00
75	POLK	768,403.00 62,485.00	768,403.00	0.00		768,403.00	768,403.00
76	RANDOLPH	275,690.00	62,485.00 275,690.00	0.00	140000000	62,485.00	62,485.00
77	RICHMOND	297,561.00	275,690.00	0.00		275,690.00	275,690.00
78	ROBESON	943,679.00	943,679.00	0.00	0.00	297,561.00	297,561.00
79	ROCKINGHAM	336,392.00	336,392.00	0.00	0.00		943,679.00
80	ROWAN	275,018.00	275,018.00	0.00	0.00	336,392.00 275,018.00	336,392.00 275,018.00
81	RUTHERFORD	293,035.00	293,035.00	0.00	0.00	293,035.00	293,035.00
82	SAMPSON	223,102.00	223,102.00	0.00	0.00	293,033.00	293,033.00
83	SCOTLAND	141,070.00	141,070.00	0.00	0.00	141,070.00	141,070.00
84	STANLY	180,042.00	180,042.00	0.00	539	180,042.00	180,042.00
85	STOKES	135,176.00	135,176.00	0.00	0.00	135,176.00	135,176.00
86	SURRY	283,261.00	283,261.00	0.00	0.00	283,261.00	283,261.00
87	SWAIN	49,122.00	49,122.00	0.00	0.00	49,122.00	49,122.00
88	TRANSYLVANIA	96,205.00	96,205.00	0.00	0.00	96,205.00	96,205.00
89	TYRRELL	12,474.00	12,474.00	0.00	0.00	12,474.00	12,474.00
90	UNION	277,686.00	277,686.00	0.00	0.00	277,686.00	277,686.00
91	VANCE	275,873.00	275,873.00	0.00	0.00	275,873.00	275,873.00
92	WAKE	2,627,972.00	2,627,972.00	0.00	0.00	2,627,972.00	2,627,972.00
93	WARREN	129,106.00	129,106.00	0.00	0.00	129,106.00	129,106.00
94	WASHINGTON	81,311.00	81,311.00	0.00	0.00	81,311.00	81,311.00
95	WATAUGA	160,598.00	160,598.00	0.00	0.00	160,598.00	160,598.00
96	WAYNE	639,141.00	639,141.00	0.00	0.00	639,141.00	639,141.00
97	WILKES	269,450.00	269,450.00	0.00	0.00	269,450.00	269,450.00
98	WILSON	398,608.00	398,608.00	75,000.00	75,000.00	473,608.00	473,608.00
99	YADKIN	96,302.00	96,302.00	0.00	0.00	96,302.00	96,302.00
100	YANCEY	80,232.00	80,232.00	0.00	0.00	80,232.00	80,232.00
	Total	32,980,981.00	32,980,981.00	0.00	0.00	32,980,981.00	32,980,981.00

CRISIS INTERVENTION PAYMENT (CIP) cont.

AUTHORIZATION NUMBER: 11

CFDA Number: 93.568

CFDA Name: Low-Income Home Energy Assistance Award Name: Low-Income Home Energy Assistance Award Number: G20B1NCLIEA & G21B1NCLIEA

Award Date: FFY 2021 & 2022 Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

This is the first installment of Crisis Intervention Funds. Additional funds will be released once the NC Budget is passed.

XS411 Heading: CRISIS

Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

AUTHORIZED SIGNATURE	DATE:
Ruhal States	
	May 13, 2022

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO:	BOAI	RD	OF	COUNT	Y	COMMI	SSIONERS	;

FROM: Social Services

EXPLANATION IN DETAIL:

This amendment is to budget donations received in order to provide goods and services to our clients.

Prepared by:	Kelly Johnson
Date:	6/6/2022

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Donations-One Church One Child	E	33018-000-583002-000	\$23,500	
Donations-One Church One Child	R	33018-5312-464012-000	\$23,500	
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Donations-Adult Services	E	33018-000-583007-000	\$100	
Donations-Adult Services	R	33018-5311-464014-000	\$100	
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Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	
Date: 6/6/2022		Date:	Posted by:	
Signature: Digitally signed by Micah		Signature:		
Ennis Date: 2022.06.06 15:42:44 -04'00'		•	Approved by:	



Account Inquiry [Rowan County]

6/7/22, 12:00 PM

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... 1CHU 1CHLD Object 464012 Project

: : MultiYr Fund Revenue Sub-Rollup Rollup Type

Active

Status

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4 YEAR COMPARISON HISTORY 4 YEAR GRAPH HISTORY GRAPH

Fiscal Year 2023

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Fiscal Year 2021 -10,000.00 -14,507.00 -14,507.00 -15,518.17 -13,925.00 Fiscal Year 2022 00 00. -13,925.00 -47,425.54 33,500.54

Revised Budget

Transfers Out

Transfers In

Actual (Memo) Encumbrances

Original Budget

Yr/Per 2022/12

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Display detail information for current account.

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Account Inquiry [Rowan County]

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GAAP W/CARRY FORWARD HISTORY 4 YEAR COMPARISON

HISTORY GRAPH

4 YEAR GRAPH

MultiYr Fund

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Account Inquiry [Rowan County]

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4 YEAR COMPARISON HISTORY 4 YEAR GRAPH HISTORY GRAPH

MultiYr Fund

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Display detail information for current account.

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Account Inquiry [Rowan County]

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GAAP W/CARRY FORWARD HISTORY 4 YEAR COMPARISON

Original Budget

Yr/Per 2022/12

Revised Budget

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4 YEAR GRAPH HISTORY GRAPH

MultiYr Fund

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	DEP	ARTMENTAL REQUEST FOR BUDGET	ACTION	
TO: Board of Commissioners				
FROM: Finance				
EXPLANATION IN DETAIL:	Incr	ease WC Claims through FYE		
			Prepared by: Date:	Teresa Sharpless 6/8/2022
BUDGET INFORMATION:				
ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Claims Expense	E	5156020-590003	80,000	
Fund Balance	E	5146020-495000	80,000	
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DEPARTMENT HEAD		COUNTY MANAGER	ACCOUN	ITING USE ONLY
Approved:		Approved:	Budget Revision #	12-340
Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	
Date: Clol22		Date:	Posted by:	
Signature: GHowden		Signature:	Approved by:	

Sharpless, Teresa F.

From: Howden, James M

Sent: Wednesday, June 8, 2022 11:12 AM

To: Sharpless, Teresa F.

Subject: FW: W/C Claims Expense Account

Hi Teresa,

Will you please prepare a BA and key it in for me. It will need to go to the Board, which I will do on Friday. Back up can be this email.

Increase 5156020-590003 Claims Expense 80,000 5146020-495000 Fund Balance 80,000.

Jim



James M. Howden | Finance Director Rowan County Finance Department 130 W. Innes Street, Salisbury, NC 28144 [p] 704-216-8178 [c] 980-565-5421 www.rowancountync.gov

From: Holshouser, Debbie G.. < Debbie. Holshouser@rowancountync.gov>

Sent: Tuesday, June 7, 2022 11:55 AM

To: Howden, James M < James. Howden@rowancountync.gov>

Subject: W/C Claims Expense Account

Hi, Jim.

So another couple of questions. Currently in W/C Claims Expense Account 5156020-590003, I have \$31,499.50 available. We have not received the invoice for May (should be arriving in the next two weeks) deductible from NCACC, and then the June one will arrive in July. I know we most likely will be getting some pretty substantial hits on that — based on two recent accidents (one resulted in a surgery, and another just multiple follow-ups after the original trauma). I was also just notified that an accident from last fall has resulted in a final referral for surgery, scheduled for next week.

I can't remember exactly what the run-out period is for invoices that can be keyed back to the current FY, but my concern is that I'm going to be out of money in this account as well. And I know that traditionally the board only meets once in July – and that may not be until late July – and I don't want to have to ask for more money (for the same account) at every meeting.

Would it be reasonable to ask for \$80,000? That would put us right around \$110,000 – which is right in line with the P&L with the additional funds added? Hopefully that would get us through the end of the fiscal year keying period???

Let me know your thoughts, and what I need to do to help with this.



Debbie Holshouser Assistant Director - Benefits & Risk Management **Rowan County Human Resources** NORTH CAROLINA 130 West Innes Street, Salisbury, NC 28144 Be an original. [p] 704-216-8103 [c] 980-892-1847 [f] 704-368-0534 www.rowancountync.gov

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL:

This amendment is to budget monies received in order to provide goods and services to our clients.

Prepared by: Kelly Johnson Date:

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE DECREASE		
Foster Child Reinvestment Fund	E	33018-000-583000-000	\$394,000		
Foster Child Reinvestment Fund	R	33018-5312-431200-000	\$394,000		
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY		
Approved:X		Approved:	Budget Revision #12-358		
Disapproved:		Disapproved:	Date Posted:		
Amended:		Amended:	Group Number:		
Date: 6/8/2022		Date:	Posted by:		
Signature: Digitally signed by Micah Ennis Date: 2022.06.08 17:39.28 -04'00'		Signature:	Approved by:		

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:		To budget grant funds received	d to cover airport debt se	rvice.
BUDGET INFORMATION:			Prepared by: Date: Reviewed:	Lisa Bevi: 06/06/22
ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
FAA CARES Airport FAA CARES DBT SVC Principal FAA CARES DBT SVC Interest	REE	63445501-431300-20004 6354570-592031-20004 6354570-592032-20004	82,000 70,208 11,792	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING	USE ONLY
Approved: Disapproved: Amended: Date: 6/6/22		Approved: Disapproved: Amended: Date:	Budget Revision # Date Posted: Group Number: Posted by:	
Signature:		Signature:	Approved by:	



NC Department of Transportation 1514 Mail Service Center Raleigh, NC 27699-1514

Phone: Fax:

919-707-4305 919-733-9247

Internet: www.ncdot.org

Check: 4336567

ROWAN COUNTY DBA MID CAROLINA REGIONAL AIRPORT "FOR USE BY AVIATION UNIT ONLY" 130 W INNES ST

SALISBURY NC 28144-4365

Payment No.: 2003916105 Check Date: 05/19/2022

Vendor No.: 25142

Page: 1 of 1

Account/Invoice Number	Invoice Date	DOT Tracking # Remarks	PO/Contract #	Gross Invoice Amount*	Discount	Net Amount*
20000394481	05/06/2022	1907329452 ROWAN COUNTY	2000039448/3000223421 AIRPORT(36237.42.15.1)	82,000.00	0.00	82,000.00
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Service Center 27699-1514

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Check 4336567 Date 05/19/2022 Void after One Year

\$ 82,000.00

Stephanie J. King Chief Financial Officer

SALISBURY NC 28144-4365

State Treasurer, Raleigh, North Carolina Payable at Par Through Federal Reserve System

THIS FORM CONTAINS MICROPRINTING

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COMMISSIONER	(2			
FROM: FINANCE				
EXPLANATION IN DETAIL:		To budget RSS HVAC capital p	project interest.	
	2			
			Prepared by: Date:	Lisa Bevi: 06/06/22
BUDGET INFORMATION:			Reviewed:	
ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Interest Revenue	R	3248023-461000		19,220
CIP HVAC Improvements	E	3258023-577019		19,220
Interest Revenue	R	3248023-461000	61,517	
CIP HVAC Improvements	Е	3258023-577019	61,517	
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DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING	USE ONLY
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Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	_ Group Number:	
		Date:	_ Posted by:	
Date: 6/7/22 Signature: Howder		Signature:	Approved by:	

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners				
FROM: Finance				
EXPLANATION IN DETAIL:		To increase Airport fuel revenue and S	Sales Tax expense to ref	lect fuel price increase
			Prepared by:	Teresa Sharpless
			Date:	6/10/2022
BUDGET INFORMATION:				
ACCOUNT TITLE	R/E	ACCOUNT#	INCREASE	DECREASE
Fuel Sales Tax	E		4,000	
Fuel Revenue	R	6344560-453045	4,000	
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DEPARTMENT HEAD	-	COUNTY MANAGER	ACCOUN	ITING USE ONLY
Approved:		Approved:	Budget Revision #	12-393
Disapproved:	i	Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	y
Date: 6/10/27		Date:	Posted by:	
Signature: O-Howden		Signature:	Approved by:	





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453045 FUEL REV Type Revenue ► Status Active ► Revenue □		14560	APTOPR REV	Acct name	FUEL REVENUE					☐ Account Notes
Rollup		3045	FUEL REV	Type	Revenue	•	Status	Active	Þ	
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4 YEAR COMPARISON HISTORY 4 YEAR GRAPH HISTORY GRAPH

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Fiscal Year 2020	-930,000.00	00.	00.	-930,000.00	-778,509.07	00.		-151,490.93	83.71
	B	10	B			E			
Fiscal Year 2021	-930,000.00	00.	00	-930,000.00	-689,563.30	00		-240,436.70	74.15
	B	B	B			20	8		
Fiscal Year 2022	-930,000.00	00.	00.	-930,000.00	-939,449.58	00.	00.	9,449.58	101.02
Yr/Per 2022/12	Original Budget	Transfers In	Transfers Out	Revised Budget	Actual (Memo)	Encumbrances	Requisitions	Available	Percent used