



**ROWAN COUNTY COMMISSION AGENDA**  
**July 2, 2018 - 3:00 PM**  
**J. Newton Cohen, Sr. Room**  
**J. Newton Cohen, Sr. Rowan County Administration Building**  
**130 West Innes Street, Salisbury, NC 28144**

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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 4, 2018 (Work Session) and June 18, 2018

**1 Consider Approval of Consent Agenda**

- A. Ebenezer Christian Children's Home Contract - Foster Care
- B. Partners in Learning Contract - Parent Intervention Program
- C. Omni Visions Contract - Foster Care
- D. Pinnacle Family Services Contract - Foster Care
- E. Carolina Family Connections Contract - Foster Care
- F. Barium Springs Home for Children Contract - Foster Care
- G. American Children's Home Contract - Foster Care
- H. Southern Health Partners - Jail Health Plan
- I. Z 03-18 Statements for Adoption
- J. Starcom Letter of Intent to Purchase Lot #7 in Speedway Business Park
- K. Coffey - Subordination Agreement

- L. Fitbit Health Solutions Contract - Fitbit Devices
  - M. Acknowledgement Letter for Cleveland Community Volunteer Fire Department
  - N. New York Air Brake LLC Company Performance Agreement and Local Government Grant Agreement - The One NC Fund
  - O. Schedule Public Hearing for August 6, 2018 For Proposed Text Amendments to Chapter 5 (Animals) of the Rowan County Code of Ordinances
  - P. Amended W-2 Policy Request
- 2 Announcements
    - A. China Grove Farmer's Day
  - 3 Public Comment Period
  - 4 Moratorium Consideration: Amendments to Campground and RV Parks Criteria
  - 5 DHHS and County MOUs - HB630
  - 6 Monthly Board Appointments
  - 7 Adjournment

*Citizens with disabilities requiring special needs to access the services or public meetings of Rowan County Government should contact the County Manager's Office three days prior to the meeting by calling (704) 216-8180.*



**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 25, 2018  
**SUBJECT:** Consider Approval of the Minutes: June 4, 2018 (Work Session) and June 18, 2018

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
June 4, 2018 Minutes (Work Session)	6/27/2018	Cover Memo
June 18, 2018 Minutes	6/27/2018	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

**DRAFT**

**Rowan County Board of Commissioners**

130 West Innes Street • Salisbury, NC 28144  
Telephone 704-216-8180 • FAX 704-216-8195

**MINUTES OF THE MEETING OF THE  
SPECIAL MEETING – BUDGET WORK SESSION  
ROWAN COUNTY BOARD OF COMMISSIONERS**

**June 4, 2018 – 1:00 PM**

**J. NEWTON COHEN, SR. ROOM**

**J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING**  
.....

Present: Greg Edds, Chairman  
Jim Greene, Vice-Chairman (arrived at 1:20 p.m.)  
Mike Caskey, Member  
Judy Klusman, Member  
Craig Pierce, Member

County Manager Aaron Church, Clerk to the Board/Assistant to the County Manager Carolyn Barger, County Attorney Jay Dees and Assistant County Manager/Finance Director Leslie Heidrick were present.

Chairman Edds convened the meeting at 1:09 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

**CONSIDER APPROVAL OF THE AGENDA**

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve the agenda passed unanimously.

**1. DISCUSSION REGARDING FY 2018-19 PROPOSED BUDGET**

County Manager Aaron Church provided a handout, as well as a power point as he discussed the proposed FY 2018-19 budget.

Mr. Church began by highlighting the total proposed budget for each fund:

• General Fund	\$151,977,628
• Fire District Fund	\$ 5,757,729
• Emergency 911Fund	\$ 725,630
• Risk Management Fund	\$ 1,230,000
• Landfill Fund	\$ 6,154,462

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• Airport Fund	\$ 4,094,796
• Water Fund	\$ 234,000
Total Budget	\$170,174,245

Additional highlights included the following:

- General Fund \$151,977,628 = 1.8% or \$2,626,102 Increase
- Property Tax 66.25 cents
- 1.96% Projected increase in property tax
- 5.1% Projected increase in Sales Tax

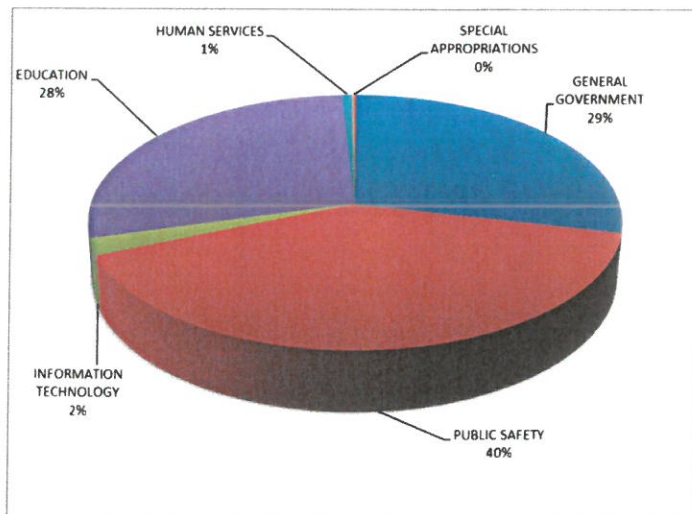
## CAPITAL

• West Branch Library	\$825,000
• EMS Base Station (Cleveland)	\$650,000
• Voting Machines	\$245,850
Total	\$1,720,850

## EXPANSION BUDGET

- |               |              |
|---------------|--------------|
| • Requested   | \$45,238,454 |
| • Recommended | \$5,029,912  |
- Requested new positions 23
  - Recommended add 5 FTE

Mr. Church provided the graph below to indicate where monies were allocated. According to Mr. Church, most of the new spending would go towards public safety.



Mr. Church noted the changes for the proposed budget as follows:

1. Understatement of Sheriff's Office Expenditures \$195,298
2. Overstatement of DSS Revenues (\$20,000)
3. Overstatement of RCCC Capital Outlay (\$195,000)

Mr. Church discussed the budget figures as outlined in the handout below:

<b>GENERAL GOVERNMENT</b>			
Cost of Living	\$	1,008,781.00	
Health Insurance	\$	310,600.00	
Door Access Control Upgrades	\$	10,600.00	
Design Fees Probation to Crawford Building	\$	5,000.00	
Office Chairs and Desk for Planning	\$	3,600.00	
Credit Card Machine for Planning	\$	1,000.00	
New Educational Projects and Material Soil & Water	\$	3,400.00	
Engineering Fee for Concessions and Admin DNP	\$	5,000.00	
New Position Permit Assistant Building Inspections	\$	47,249.00	
Position Upgrades Register of Deeds	\$	11,556.00	
Incentive Program / Career Development Building Inspect	\$	8,218.00	
Position Upgrade Veterans Services	\$	5,188.00	
Position Upgrades Library Services	\$	18,632.00	
Position Upgrade for Airport	\$	-	
<b>TOTAL</b>	\$	<b>1,438,824.00</b>	\$ 1,438,824.00
<b>PUBLIC SAFETY</b>			
Law Enforcement Salary Study	\$	750,000.00	
17 Body camera Plans for Civil and Resource Officers	\$	31,955.00	
Trinity Force Oris Sight for County AR-15 Rifles	\$	6,570.00	
Chemical Munitions for Riot Control Agents	\$	3,765.00	
2 Level IIA Ballistic Shields	\$	5,676.00	
Protech Mighty Mite IIA Ballistic Shields	\$	2,860.00	
Special Legal Counsel Sheriffs Department	\$	25,597.00	
Airphone Hannold's Office	\$	2,325.00	
New Positions Detention Center	\$	186,486.00	
New Deputy for RCCC Reimbursed from RCCC	\$	-	
Position Upgrade for Sheriff's Office	\$	2,850.00	
Stipends for Specialty or Skilled Deputies	\$	43,682.00	
Closed Circuit TV for Jail	\$	7,600.00	
911 Radio Consultant	\$	150,000.00	
Fiber Path from Animal Shelter to 911 Center	\$	35,000.00	
EMS Intel Management Suite	\$	20,000.00	
Ambulance Station Town of Cleveland	\$	650,000.00	
Operative IQ EMS Narcotic Tracking	\$	6,290.00	
Fire and Rescue Pension Fund	\$	9,600.00	
Mobile Air System for Rescue Squad	\$	40,000.00	
Field Laptops Animal Control Officers	\$	17,400.00	
Cremation Equipment Repair	\$	12,140.00	
<b>TOTAL</b>	\$	<b>2,009,796.00</b>	\$ 2,009,796.00
<b>INFORMATION TECHNOLOGY</b>			
Server and Storage Hardware Refresh	\$	68,000.00	
Storage Switch Infrastructure Replacement	\$	35,000.00	
<b>TOTAL</b>	\$	<b>103,000.00</b>	\$ 103,000.00
<b>EDUCATION</b>			
Rowan-Cabarrus Community College Current Expense	\$	200,000.00	
Rowan-Cabarrus Community College Capital Debt 5 Years	\$	150,000.00	
Rowan-Salisbury Schools Current Expense	\$	1,000,000.00	
Kannapolis City Schools Current Expense	\$	67,137.00	
Charter Schools	\$	13,522.00	
<b>TOTAL</b>	\$	<b>1,430,659.00</b>	\$ 1,430,659.00
<b>HUMAN SERVICES</b>			
New Position Income Maintenance Supervisor II	\$	20,579.00	
Position Upgrades Health Department	\$	9,423.00	
Position Upgrades Social Services	\$	7,047.00	
<b>TOTAL</b>	\$	<b>37,049.00</b>	\$ 37,049.00
<b>SPECIAL APPROPRIATIONS</b>			
Cabarrus-Rowan MPO	-\$	97.00	
Forestry Service	\$	581.00	
Arts Council	\$	10,000.00	
Chamber of Commerce	\$	100.00	
<b>TOTAL</b>	\$	<b>10,584.00</b>	\$ 10,584.00
<b>Grand Total for Expansion</b>			
			\$ 5,029,912.00



Chairman Edds referred to page 2 of the County Manager's Budget Message, specifically the Property Tax. Chairman Edds asked how the County's 97.75% tax collection rate compared to the tax collection rate to other counties. Assistant County Manager/Finance Director Leslie Heidrick said she could obtain the comparison from the North Carolina Association of County Commissioners. Chairman Edds said he would also like to obtain the information for the sales tax projections.

Mr. Church said the Tax Administrator wanted to employ a foreclosure attorney to at no cost to the county to help bring the tax collection rate up. Mr. Church discussed how the process typically works.

In response to an inquiry from Chairman Edds, Mr. Church discussed the new position for Inspections Department, which he felt was past due. Mr. Church discussed the increase in revenue for the Inspections Department and said he thought the County would also need to add another inspector in several months.

Commissioner Caskey raised the issue of the Annual Veterans Day Dinner, which would be a luncheon this year. Commissioner Caskey said the event would be held November 7, 2018 and he wanted to ensure the Events Center was reserved for the luncheon.

The second issue discussed by Commissioner Caskey was events scheduled throughout the year for Employee Appreciation. Mr. Church said \$33,800 was budgeted for employee events. Commissioner Caskey said he would like to see a small increase for the line item to a total of \$40,000.

Lastly, Commissioner Caskey raised the issue of spending for the schools. Commissioner Caskey said current expense would go up \$1 million in the new fiscal year. Commissioner Caskey said he would like to see the first \$400,000 go towards supplements with the remaining \$600,000 to go towards school resource officers.

Mr. Church said the Board could state its intent in the budget ordinance; however, the school system could spend the funds where needed regardless of the Commissioners intent and recommendation.

Commissioner Klusman said she had two (2) additions for consideration in the budget. The first request pertained to Meals on Wheels (MOW). Commissioner Klusman said MOW served over 400 people and until two (2) years ago was not included in the County budget to receive funding from the Home and Community Care Block Grant (HCCBG). Commissioner Klusman said her original proposal was to add \$40,000 for home delivered meals in Rowan County for MOW. Commissioner Klusman said she had been notified the funding the County received from HCCBG came back \$55,000 higher than was expected in grant income. Commissioner Klusman said she would be open to talking about tabling

her particular proposal for \$40,000 from the General Fund to taking \$40,000 of the new dollars that came from HCCBG. Due to the aging population, Commissioner Klusman felt it would be good for the County to start putting an allotment in the budget for MOW.

Commissioner Caskey asked if Commissioner Klusman was requesting to start a line item for MOW. Commissioner Klusman said the information regarding the \$55,000 had just been received and she had not had a chance to speak with the County Manager or other Commissioners. Commissioner Klusman said she realized the budget was tight but her original plan was to ask for General Fund dollars. Commissioner Klusman said she would be open to looking at the additional increase in allocation from HCCBG.

Commissioner Pierce said he had talked with Cindy Fink of MOW and he added he was also on the Board of Directors for Rufty-Holmes Senior Center (RHSC), which has seven (7) sites where meals are provided. Commissioner Pierce continued by saying he felt there was a lot of duplication of efforts between the two (2) agencies. Commissioner Pierce said while MOW delivered the meals, they shared the same caterer and shared some of the same locations RHSC rented. Commissioner Pierce said if the County was going to start funding MOW there needed to be collaboration between the two (2) groups in an effort to become more efficient and working together. Commissioner Pierce said while he was not against providing funding, he would like to see the two (2) groups come together to find a more efficient way to deliver the service.

Commissioner Klusman said the HCCBG was going to re-do its bylaws in the coming year. Commissioner Klusman said she would hate to see MOW get left out of this budget.

Commissioner Pierce said the \$24,000 appropriation given to MOW last year came from RHSC because RHSC had excess funds. Commissioner Pierce said RHSC saw fit to put those funds where they needed to go, which opened the door for the current conversation. Commissioner Pierce said he was not saying the Board should not look favorably at MOW. Commissioner Pierce said if the County put the funds in the budget, he would like to see it included with a pending distribution based on some type of collaboration between the two (2) groups so the money was spent in the most efficient manner.

The second item Commissioner Klusman discussed was for a request from Saving Grace Farm for an appropriation in the amount of \$3,500.

Mr. Church referred back to the topic of funding for MOW and HCCBG funding. Mr. Church advised Commissioner Klusman the next agenda included approval of the HCCBG application. Mr. Church said the Board might wish to pull the topic to discuss further. Mr. Church said the HCCBG mentioned an increase of



\$55,000 and the letter in the agenda packet states the agency would meet later in the month.

Commissioner Klusman was agreeable to pull the topic from the Consent Agenda for the Commissioners Meeting scheduled at 3:00 pm later in the day (June 4, 2018).

In response to an inquiry from Mr. Church, Ms. Heidrick explained that the County provided an overmatch, which was much greater than the match had to be. Ms. Heidrick said in the past there had been an understanding with the former director of RHSC that when the grant increased the County's match would not increase. Ms. Heidrick said the County's current match was \$177,397.

Chairman Edds referred to Special Appropriations and the Community Foundation. Mr. Church confirmed to Chairman Edds the purpose of the Community Foundation was to manage the smaller requests to the County. Mr. Church said there had been some interim staffing changes from the initial approval for the Foundation and he thought the County should communicate better with the Community Foundation. Mr. Church said the Board of Commissioners would need to appoint a board member to the Community Foundation.

Chairman Edds said there was line item and people could apply to the Foundation instead of the County having to field all the requests.

Commissioner Greene said the Soil and Water Conservation was a State agency and the County had one (1) person working in the Rowan County Office. Commissioner Greene said there were two (2) in the past; however, one (1) position had been cut when the economy turned. Commissioner Greene talked about the duties of the agency and the need to add a position to assist in splitting the duties. The new position would help with the educational programs in the schools. Commissioner Greene said a full-time position would cost \$47,900. Commissioner Greene said the Board of Commissioners was being asked to decide if it wanted to support a full-time or part-time position.

Commissioner Klusman said she would support a full-time position.

Secondly, Commissioner Greene requested a maintenance mechanic for the Parks and Recreation Department at a cost of \$52,682, which includes benefits. Mr. Church said there was an additional \$4,700 included for equipment.

Commissioner Pierce asked if Commissioner Greene would be agreeable to adding the position as part-time, evaluate the position over the year and possibly increase it to full-time the next year. Commissioner Greene responded yes.

Commissioner Pierce said the pool at the Rufty Holmes Senior Center (RHSC) had completely gone out and no longer functioned. Commissioner Pierce said the RHSC was requesting matching funds for replacement of the pool, up to \$50,000. Commissioner Pierce asked the Board to consider making the matching funds available only upon RHSC receiving private dollars. As an example, Commissioner Pierce said if the cost of the pool was \$75,000, the County's cost would be \$37,500.

Commissioner Pierce said there is currently one (1) officer to respond to animal situations on weekends and he asked the Board to consider a part-time person to work only weekends at a cost of approximately \$15,300.

Commissioner Klusman asked Mr. Church if he had been able to speak with Donna Fayko, the Director of Social Services (DSS), to resolve a staffing issue there. Mr. Church said Ms. Fayko had identified two (2) positions but he still needed to speak with her.

Commissioner Klusman said four (4) of the Adult Care Workers were out on extended family medical leave. Thus far, Commissioner Klusman said Ms. Fayko had borrowed help from other counties. Commissioner Klusman said the County must adhere to state and federal guidelines and she would appreciate Mr. Church helping Ms. Fayko to keep the County out of trouble.

Chairman Edds asked if the needed positions were part-time and whether they would go away. Mr. Church responded no and that Ms. Fayko had identified two (2) vacant positions that were not critical that could be utilized to offset the request. Mr. Church said he was not sure how much of the request would require county funding. Mr. Church said he needed further clarification from Ms. Fayko about the positions.

Chairman Edds said the Board could discuss the budget later in the evening following the public hearing on the budget.

## **2. ADJOURNMENT**

There being no further business to come before the Board, Chairman Edds adjourned the meeting at 2:52 p.m.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC  
Clerk to the Board/  
Assistant to the County Manager



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

**DRAFT**

**Rowan County Board of Commissioners**

130 West Innes Street • Salisbury, NC 28144  
Telephone 704-216-8180 • FAX 704-216-8195

**MINUTES OF THE MEETING OF THE  
ROWAN COUNTY BOARD OF COMMISSIONERS**

**June 18, 2018 – 6:00 PM**

**J. NEWTON COHEN, SR. ROOM**

**J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING**  
.....

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

County Manager Aaron Church, Clerk to the Board/Assistant to the County Manager Carolyn Barger, County Attorney Jay Dees and Assistant County Manager/Finance Director Leslie Heidrick were present.

Chairman Edds convened the meeting at 6:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

**CONSIDER ADDITIONS TO THE AGENDA**

There were no additions to the agenda.

**CONSIDER DELETIONS FROM THE AGENDA**

There were no deletions from the agenda.

**CONSIDER APPROVAL OF THE AGENDA**

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the agenda passed unanimously.

**CONSIDER APPROVAL OF THE MINUTES**

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the June 4, 2018 Commission Meeting passed unanimously.

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**1. CONSIDER APPROVAL OF CONSENT AGENDA**

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

The Consent Agenda consisted of the following:

**A. Resolution for Sidearm for Retiring Sgt. C. D. Stewart**

WHEREAS, North Carolina General Statute § 20-187.2 provides that the governing body of a local law enforcement agency may, in its discretion, award to a retiring member the service handgun of the retiring member; and

WHEREAS, Sergeant Claude Daron Stewart has served as a member of the Rowan County Sheriff's Office since August of 2005, and as a law enforcement officer in North Carolina for a total of 40 years; and

WHEREAS, Sergeant Claude Daron Stewart is retiring from the Rowan County Sheriff's Office effective June 29, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Rowan County Board of Commissioners to allow Sergeant Claude Daron Stewart to purchase his service sidearm in accordance with the provisions of North Carolina General Statute § 20-187.2 for the purchase price of \$1.

**B. Tax Refunds for Approval**

**C. Piedmont Pharmaceutical Care Agreement - Diabetes Management Program**

**D. Juvenile Crime Prevention Council Funding Plan**

**E. FY 2018 Vehicles Financing Proposals**

WHEREAS, Rowan County, North Carolina (the "County") has previously determined to undertake the purchase of certain vehicles (the "Equipment"), and, in connection therewith, issued a request for proposals to various financial institutions; and

WHEREAS, pursuant to Section 160A-20 of the North Carolina General Statutes, as amended, the County is authorized to finance the acquisition of the Equipment by an installment contract that creates a security interest in the property financed to secure repayment of the financing; and

WHEREAS, the County received several proposals, and the Assistant County Manager/Finance Director and County Manager now recommend that the Board of Commissioners approve the proposal from Banc of America Public Capital Corp. (the "Bank") for the financing of the Equipment.

NOW, THEREFORE, BE IT RESOLVED by the Rowan County Board of Commissioners, as follows:

1. The County hereby determines to finance the Equipment through Banc of America Public Capital Corp., or one of its affiliates, in accordance with the proposal dated May 30, 2018 (the "BAPCC Proposal").

2. The County hereby authorizes the Assistant County Manager/Finance Director and County Manager (the "Authorized Officers"), or any one of them, to execute and deliver an installment financing agreement consistent with the BAPCC Proposal (the "Financing Agreement"), and execute such certificates and documents and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Equipment as contemplated by the BAPCC Proposal and this Resolution.



3. The County covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended (the "Code") as required so that the interest on the County's obligations under the Financing Agreement will not be included in the gross income for federal income tax purposes of the registered owners of the interest payment obligations.

4. No deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under the Financing Agreement, and the taxing power of the County is not and may not be pledged directly or indirectly to secure any moneys due under the Financing Agreement, the security interest in the Equipment provided under the Financing Agreement being the sole security for the County's obligations thereunder.

5. The County intends that the adoption of this Resolution will be a declaration of the County's official intent to reimburse expenditures for the Equipment that is to be financed from the proceeds of the financing described above. The County intends that funds that have been advanced, or that may be advanced, from the County's general fund, or any other County fund related to the Equipment, for Equipment costs may be reimbursed from the financing proceeds.

6. The County hereby designates the principal components of the Installment Payments payable under the Financing Agreement as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

7. All prior actions of County officers in furtherance of the purposes of this Resolution are hereby ratified, approved and confirmed.

8. This Resolution shall take effect upon its adoption this 18<sup>th</sup> day of June, 2018.

**F. Proclamation Honoring and Celebrating The 100th Birthday of Rosella "Aunt Rose" Caldwell**

WHEREAS, Rosella "Aunt Rose" Caldwell will celebrate her 100<sup>th</sup> birthday, Sunday, July 1, 2018, and will be honored by friends and relatives for the longevity and blessings of her life; and

WHEREAS, Aunt Rose was born and educated in Rowan County where she has been a contributing and treasured resident to the community; and

WHEREAS, Aunt Rose was an educator for 40 years and is fondly remembered for the sharing of her resources and her time with students and countless others, earning their respect and affection; and

WHEREAS, Aunt Rose continues to give generously to her church by her presence, teachings, knowledge and loving kindness; and

WHEREAS, Aunt Rose has unselfishly enriched those around her and is honored for the exemplary legacy and indelible impact on the lives she has touched.

NOW, THEREFORE BE IT PROCLAIMED that the Rowan County Board of Commissioners gives thanks for the blessings Rowan County has received for having Rosella "Aunt Rose" Caldwell as part of our community for 100 years.

**G. Request Funding for Rural Broadband Task Force Survey Tax Bill Mailing Insert**

**2. PUBLIC COMMENT PERIOD**

Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. The following individuals came forward:

- Renee MacNutt asked the Board to consider an amendment to the Animal Control Ordinance with regards to restraint of animals for safety reasons.
- Isabelle Williams spoke pertaining to the need for a stronger law for the restraint of animals.
- Carolyn Brown and Court Drake asked the Board to consider changes to the Animal Control Ordinance with regards to restraint of animals for safety reasons.
- Travis Carter spoke pertaining to what he felt was inflated water and sewer rates for several of the County's municipalities. Mr. Carter questioned why the Town of East Spencer was charged twice the rate as the other municipalities.

With no one else wishing to address the Board, Chairman Edds closed the Public Comment Period.

### **3. PUBLIC HEARING & EXECUTIVE SUMMARY PRESENTATION – PROJECT FROZEN**

Rod Crider, Executive Director of the Economic Development Commission (EDC), provided an update on the activities of the EDC, including the project before the Board. Mr. Crider said the EDC had been working on Project Frozen since 2009.

Scott Shelton, Vice-President of Operations for the EDC presented a power point as he discussed the Economic Impact Analysis for Project Frozen, or WJD Cold Storage, L.L.C. (WJD).

Mr. Shelton said WJD was established in 2012 by a group of entrepreneurs with extensive experience in the frozen food distribution and logistics industry. WJD was formed after its founders saw a glaring need for modern cold storage facilities that meet current national and state sanitation and security standards. Its members are Bryan Duncan, Joseph Emmons, William Malloy and Jacqueline Patterson.

WJD proposed to build a 42,000 square foot, high tech cold storage facility with the storage capacity for 3,500 pallets. WJD anticipates expanding into a second phase of the project within 24 to 36 months, which would increase the size of the facility to 81,000 square feet and add an additional 3,500 pallets. The initial capital investment for the project would be approximately \$5.6 million over the first three (3) years, increasing to approximately \$9 million at full build out. As part of the project, WJD would create 40 fulltime jobs, paying an average salary of \$41,469 with benefits.

Mr. Shelton said WJD would like to build the new facility on a 16.83 acre lot located near the new Granite Industrial Park. The lot was identified as Tax Parcel 404 147, and currently owned by the Town of Granite Quarry. Mr. Shelton



reported WJD was in negotiations with the Town to purchase the site utilizing a deferred payment plan.

With regards to required infrastructure, Mr. Shelton reviewed the improvements engineers had estimated would have to be made. In order to provide access to the property for truck and employee traffic, it would be necessary that Chamandy Drive be extended by 650' and 36' in width. An existing 12-inch water line would also need to be extended approximately 650' to the site. The water line would be operated and maintained by Salisbury-Rowan Utilities. Additionally, for the road and water line to be extended, the County would need to grant an easement. The cost for installing the infrastructure was estimated to be \$507,000. Mr. Shelton said preliminary meetings with State officials indicated grant funds would likely be available to help pay for the infrastructure improvements. The Town of Granite Quarry would be the applicant for the grants and would be responsible for the local match.

Under Rowan County's adopted Investment Grant Program, the proposal meets the investment criteria for a Level I Grant. During the five (5) incentivized years, the County would collect \$222,503 in revenue and provide incentive grants totaling \$166,878. The County would retain \$55,625 of revenue during the incentive term.

Commissioner Pierce inquired what kind of incentive WJD would receive from the Town of Granite Quarry (Town). Mr. Shelton said the Town was paying the local match for the grant, which in this case was estimated at \$25,000. The Town was also providing the land to WJD with a deferred payment, and some of the paperwork such as deeds being drawn up, etc.

Commissioner Caskey asked about the Company's operations. Mr. Shelton explained that companies paid WJD for pallet space to keep frozen foods cold. William Malloy with WJD further explained that companies send their food items to WJD where the Company will "blast freeze" the products and store them until needed.

In response to an inquiry from Commissioner Caskey, Mr. Malloy said WJD already had companies lined up to utilize their services.

Commissioner Klusman asked if WJD had other locations and Mr. Malloy said Rowan County would be the Company's first.

Chairman Edds pointed out that Mr. Shelton had mentioned Chamandy Road would have to be extended. Chairman Edds said both the County and Easter Creek would have to agree to the extension.

Chairman Edds opened the public hearing to receive citizen input regarding the proposed incentive for Project Frozen. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Pierce moved to approve the incentive grant for Project Frozen. The motion was seconded by Commissioner Greene and passed unanimously.

#### **4. PUBLIC HEARING FOR Z 04-18**

Assistant Planning Director Shane Stewart provided a power point as he presented the staff report for Z 04-18. Mr. Stewart explained that Walter Rumble, owner of the Best of Care Assisted Living facility located at 234 Northdale Avenue in Kannapolis, visited the Planning Office on April 26, 2018 to inquire about a zoning permit to expand the existing vehicle canopy. The facility is classified as a non-conforming use since it could not comply with the special requirements in the Rural Agricultural (RA) district (owner residing on the property). Requesting Institutional (INST) zoning would allow for the improvement and also make the assisted living a facility conforming use.

The Best of Care is a 25-bed assisted living facility providing nursing assistance in a residential setting. According to records from the County Administrator's Office, the small structure along the southern property line was established in 1950 while the main facility was added in 1987.

On behalf of Best of Care, Mr. Rumble was requesting the rezoning of his 3.76 acre tract referenced as Tax Parcel 245A-07804 from RA to INST. Mr. Stewart said the background information was provided to give context to the request and current property improvement and did not guarantee future property use as with a conditional district. All uses allowed in the INST district must be considered with the request.

Mr. Stewart highlighted the zoning criteria contained in the staff report.

With regards to the decision making process, Mr. Stewart said in addition to the zoning criteria, section 21.362(c) of the Zoning Ordinance indicated the primary question before the Planning Board and 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 boards "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".

Procedurally, Mr. Stewart said the Board 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. A statement analyzing the reasonableness of the decision is also necessary. Recent adoption of Senate Bill 131 established a structured



statement of consistency required for each zoning map and text amendment, which must take one of the following forms:

1. A statement approving the zoning amendment and describing its consistency with an adopted comprehensive plan and explaining why the action taken is reasonable and in the public interest;
2. A statement rejecting the zoning amendment and describing its inconsistency with an adopted comprehensive plan and explaining why the action taken is reasonable and in the public interest;
3. A statement approving the zoning amendment and containing at least all of the following:
  - a. A declaration that the approval is also deemed an amendment to the comprehensive plan;
  - b. An explanation of the change in conditions the Board took into account amending the zoning ordinance to meet the development needs of the community;
  - c. Why the action was reasonable and in the public interest.

The Planning Board hearing was held on May 14, 2018 and no one spoke at the courtesy hearing. The Planning Board voted 6-0 to recommend approval based on the following statements:

Consistency: Z 04-18 is consistent with Area 2 of the Western Land Use Plan (LUP) based on the following: The INST zone was formed for residential group homes such as this one in a residential area; it is a reasonable use for expanding or existing services.

Reasonableness: In accordance with Section 21-362(j) of the Rowan County Zoning Ordinance and after due consideration Z 04-18 is reasonable and in the public interest based on the following: the INST zone was formed for residential group homes such as this one in a residential area; it is a reasonable use for expanding or existing services.

Chairman Edds opened the public hearing to receive citizen input for Z 04-18. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Pierce moved approval of the Statement of Reasonableness as recommended by the Planning Board: In accordance with Section 21-362(j) of the Rowan County Zoning Ordinance and after due consideration Z 04-18 is reasonable and in the public interest based on the following: the INST zone was formed for residential group homes such as this one in a residential area; it is a reasonable use for expanding or existing services. The motion was seconded by Commissioner Klusman and passed unanimously.

Commissioner Pierce moved approval of the Statement of Consistency as recommended by the Planning Board: Z 04-18 is consistent with Area 2 of the Western Land Use Plan (LUP) based on the following: The INST zone was formed for residential group homes such as this one in a residential area; it is a reasonable use for expanding or existing services. The motion was seconded by Commissioner Klusman and passed unanimously.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve Z 04-18 passed unanimously.

## **5. PUBLIC HEARING FOR Z 03-18**

Planner Aaron Poplin presented the staff report for Z 03-18. Mr. Poplin said Barry Childers was requesting the rezoning of four (4) parcels totaling 6.26 acres referenced as Tax Parcels 614-(188, 187, 186, 185) located at the 2600 block of Providence Church Road from Rural Agriculture (RA) to Commercial, Business, Industrial (CBI) with a Conditional District (CBI-CD) to accommodate the construction of docks and boat lifts, a 2,800 square foot storage building, and a fenced, gravel parking area for the storage of construction materials, along with the property owner and applicant's personal boats and trailers.

Using a power point, Mr. Poplin showed the lots in question, as well as the surrounding area. Mr. Poplin said the lots were created as part of the High Rock Boat and Ski Club subdivision in 2006. The subdivision comprises of seven (7) lots and is to be served by a community wastewater facility. The 2006 subdivision was created with residential use in mind; however, none of the lots have been developed. These properties have been zoned RA since the adoption of county-wide zoning in 1998.

Mr. Poplin reviewed the zoning criteria in the staff report.

In addition to the zoning criteria, Mr. Poplin said section 21.362(c) of the Zoning Ordinance indicated the primary question before the Planning Board and 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 boards "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."

Procedurally, Mr. Poplin said the Board 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.

A statement of reasonableness was necessary to substantiate a small-scale zoning decision and ensure the decision was reasonable. While spot zoning in North Carolina is considered legal, it must be determined as reasonable based on a number of factors including the following established by the courts:



1. Size and nature of the tract;
2. Compatibility with existing plans;
3. The impact of the zoning decision on the landowner, the immediate neighbors, and the surrounding community; and
4. The relationship between the newly allowed uses in a spot rezoning and the previously allowed uses.

The Planning Board held a special meeting on May 14<sup>th</sup> to conduct a courtesy hearing for Z 03-18. During the hearing, ten (10) residents of the surrounding area shared their concerns about the request. Many of the concerns brought to the Planning Board dealt with the possibility of excess noise, loss in property value, and expansion of commercial activity in the area. The Planning Board worked with the applicant to mitigate some of the concerns with their agreed upon conditions, which included: limiting the hours of operation, keeping the existing trees on the undeveloped parts of the site plan, limiting the storage area to only the storage of the applicant's personal property, and ensuring the applicant applies for all necessary permits from governing bodies.

The Planning Board adopted the following statements:

Reasonableness: In accordance with Section 21-362(j) of the Rowan County Zoning Ordinance and after due consideration, the Planning Board advises the Z 03-18 request is reasonable and in the public interest based on the following: the tract is 6.26 acres which is a reasonable size for this zoning, it is made compatible with the land use plan by implementing the additional conditions which will be discussed, it is in the public interest to have docks in a way that is screened from the lake, and it is adjacent to an existing CBI.

(The statement was approved by the Planning Board on a 4-2 vote).

Consistency: Z 03-18 is consistent with the East Rowan Area 2 Land Use Plan based on the following: The land is located along a minor thoroughfare and is adjacent to CBI. Furthermore, the adoption of Z 03-18 is reasonable and in the public interest based on the following – The application is for CBI-CD and the dock service does serve the entire public of the lake.

(The statement was approved by the Planning Board on a 4-2 vote).

A motion was approved by the Planning Board on a 4-2 vote to recommend Z 03-18 to the Board of Commissioners with the following conditions:

- Trees are required to remain on the property outside of the proposed development of storage lot, building and road.
- Identify item #7 as personal storage.
- The applicant must approach Cube Hydro to get approval of the floating dock location.

- The application must approach the North Carolina Department of Transportation (NCDOT) for a commercial driveway permit.
- The application must approach Rowan County for the septic system and site of the metal building.
- The hours of operation should be changed to Monday through Friday 9:00 am to 5:00 pm and Saturday 9:00 am to 12:00 pm.

Based on the staff report, the staff comments were as follows:

1. The property adjoins an existing 16-acre CBI parcel.
2. The request fronts on Providence Church Road, a minor thoroughfare.
3. The Eastern Area Land Use Plan recommends Rural Business along thoroughfares. Neighborhood Business district is considered appropriate for such businesses.
4. The property may be subject to restrictive covenants that are not enforced by the County.
5. Since this is a conditional district, mutually agreed upon conditions may be applied to the request.
6. Only the uses requested in the site plan can be considered.

Chairman Edds referred to item #4 of the staff comments. Mr. Poplin said the County does not enforce the restrictive covenants put in place back in 2006.

Commissioner Greene noted it had been stated the land would not perk. Commissioner Greene questioned the Planning Board's condition to require the application to approach Rowan County for the septic system and site of the metal building. Mr. Poplin said the Planning Board wanted to ensure Mr. Childers went to Environmental Health as part of the process.

Commissioner Klusman said she had visited the site and had not realized the first parcel had been cleared down to the lake. Commissioner Klusman asked if the Planning Board assumed the trees in the presentation were going to remain. Mr. Poplin highlighted the areas that had been proposed to remain wooded. Mr. Poplin said the aerial photo in the power point was from 2014 and the trees were not there now. A newer photo would show all the trees in the area being referred to had been cleared all the way to the lake.

Commissioner Klusman said the applicant told her there was no need for a septic system as there would be no bathroom. Chairman Edds said Mr. Childers was not required to have bathroom facilities. At some point if Mr. Childers chose to install bathroom facilities, he would have to go to Environmental Health to obtain a septic permit.

Assistant Planning Director Shane Stewart said Building Inspections would make the call as to whether a septic permit was required. Mr. Stewart said staff reached out to Building Inspections based on what the applicant shared he



wanted to do with the facility. Mr. Stewart said at this time a septic permit is not required.

Mr. Dees said the use from a zoning perspective was all the Board was dealing with. Mr. Dees said when the applicant got into the construction process and making improvements, the applicant would deal with Building Inspections and any required permitting at that time.

Commissioner Greene said it was proposed the wooded area in front would stay to limit the sight of the buildings. Commissioner Greene said the woods were left in the back but the front had now been cleared.

Chairman Edds called the applicant, Barry Childers, forward. Mr. Childers said the property in question was in foreclosure in 2014. Mr. Childers said the gentleman he was buying the property from brought a grading company in and cleared 2/3 of the area from where his building was to be located to the water. Mr. Childers said a few trees were left; however, some of those trees were dead. Mr. Childers said he had graded the property where it could be mowed and maintained, which opened it up all the way to the water. Mr. Childers said the Planning Board saw drone footage of the land at its meeting (provided by Brad Bost). Mr. Childers said other than mowing, nothing else had been done to the property since the Planning Board meeting. Mr. Childers said he had spoken with DENR about a site plan for erosion control. With regards to septic, Mr. Childers said his business kept a port-a-john on site when building docks.

Commissioner Klusman addressed Mr. Childers and said when she had visited the site, he had talked about the porch and how he was going to enjoy using it. Mr. Childers said the porch would not be used for lounging but for housing lumber to keep it from warping. Commissioner Klusman responded that was not her understanding from when she visited the site. Chairman Edds added, "That's what I heard."

Commissioner Klusman asked if he owned all the lots under consideration and Mr. Childers said no. Mr. Childers continued by saying he was ready to close on Tax Parcel 614 188 and the other three (3) parcels were leased for now.

Chairman Edds asked if Mr. Childers wished to add any further information. Mr. Childers said the property was not intended to be used as a campground and the only tie to a proposed campground was the fact they shared a property line. Mr. Childers said he would be putting a fence between himself and High Rock Boat and Ski Club.

Chairman Edds opened the public hearing for Z 03-18. The following individuals came forward to address the Board:

- Bradford Taylor of 440 Waters Road said his property was 100 yards from the proposed dock building site and he would be looking right at the proposed metal building. Mr. Taylor said his biggest concern was what would happen down the road. Mr. Taylor said in 2007 he had no clue to come and speak out at a public hearing concerning a rezoning for commercial property. Mr. Taylor said if the Board rezoned the proposed site it would “be a foot in the door” for another use. Mr. Taylor said the proposed business was not what he wanted to hear or look at. Mr. Taylor said he had worked hard to have a house on the lake and he did not purchase his home to look at a business. Mr. Taylor said his biggest concern was what would happen down the road. Mr. Taylor did not feel the applicant had been honest because the property had been cleared all the way across. Mr. Taylor felt a larger part of land would have to be cleared to accommodate the fenced in area. Mr. Taylor said only 3 trees were left as a result of the grading and therefore no sound buffer. Mr. Taylor said he had also emailed his concerns to the Commissioners and he asked the Board to take his concerns into consideration.
- Steve Joslin of 125 Waters Road appealed to the Board to deny the request for the following reasons. The original request was for one (1) parcel of 1.8 acres. Mr. Joslin said he did not understand the sudden need for expansion to 6.26 acres when 1.8 was considered adequate to meet his needs. Mr. Joslin asked if the request was reasonable and necessary. In 2017 Mr. Joslin said the Board tabled a similar request (Z 09-17) and did not approve the request until it was changed to an NBCD request. Mr. Joslin said the CBI district was typically for more densely developed suburban areas, major transportation corridors and major crossroads communities (which he stated was a quote from the paperwork for the current meeting). Mr. Joslin said the proposed development was not compatible with the surrounding areas of Waters Road, Deer Lake Run, or Little Crane Cove Lane, which was solely residential, single-family development and farmland. The proposed development does not serve the good of the County but only the people who reside on High Rock Lake who might choose Mr. Childers to build a new or replacement dock, or to repair an existing dock or boat lift. Mr. Joslin said there were other dock builders already on the lake available to meet the needs. Providence Church Road is a recognized minor thoroughfare and the Eastern Rowan Land Use Plan (LUP) recognized NB zoning off minor thoroughfares. Mr. Joslin said to the best of his knowledge, a multi-use operating facility permit from Cube Hydro had not been issued. With regards to conditions in the vicinity records indicate Dave’s Grading and Hauling is located on Barger Road, not on Providence Church Road. Mr. Joslin said 5-year old traffic data on Providence Church Road was dated, at best. The lots do not perk and Mr. Joslin said he had concerns about runoff, wastewater and septic. Mr. Joslin asked how the community would be assured wastewater and septic runoff did not end up in the shallow waters of Church Creek Cove. Mr. Joslin asked how the rezoning of the residential



lots would advance public health, safety and welfare and how would it affect the public at large. Again, Mr. Joslin stated the rezoning would only affect persons who live on the lake and can afford a new boat lift or dock. Mr. Joslin referred to spot zoning and said the request was not compatible with a number of residents who settled in the area for peace and quiet and to enjoy the nature of the lake itself. Mr. Joslin said as a nearby land owner he was concerned about the impact on the market value of his property. Mr. Joslin said the request was further complicated by the establishment of another unregulated campground adjacent to the 4 parcels but by spot zoning these parcels as CBI. Mr. Joslin said he welcomed Mr. Childers to building a home on the 4 parcels, to establish residency, and have a storage building for his boats and cars much like Mr. Joslin's neighbor had done. Mr. Joslin also welcomed Mr. Childers to locate his business in another area that was less residential and more conducive to plans for commercial development.

- Brad Eagle of 200 Waters Road spoke in opposition to the rezoning. Mr. Eagle said the business was not a good fit in a community and the detriments outweigh the few benefits. Mr. Eagle said the proposed dock building business for construction of approximately 12 docks per year, half of which would be floated out of water 6' or less depth at full pond elevation. Mr. Eagle discussed the lake levels as regulated by Cube Hydro and said the proposed business location was problematic at best. Mr. Eagle said he built his home in the area for relative peace and quiet and the construction operation was not conducive for such a lifestyle. Mr. Eagle said the Board of Commissioners recently voted down a rezoning for a Dollar General Store as the Board felt it would not be a good fit for the area. Mr. Eagle felt the proposed business was another attempt to capitalize a commercial business in a rural setting. Mr. Eagle felt the ones to benefit from the rezoning would be those involved in the real estate transaction and not the residents.
- Davis Simmons of 330 Waters Road spoke in opposition to the rezoning request consistent with three (3) previous speakers in that the request was inconsistent with residential use and the negative visual impact. Mr. Simmons voiced concerns that 2 docks had already been built at the site and that Mr. Childers started working without proper permits. Mr. Simmons also voiced concerns with the noise and questioned who would be responsible for monitoring what happens at the site if the rezoning was approved.
- Jim Cartner of 430 Waters Road spoke in opposition to the rezoning request consistent with the first several speakers in that the request was inconsistent with residential use and the negative visual impact. Mr. Cartner said he lived approximately 75 feet from the proposed construction site and would bear the brunt of what the Board decided.
- Kathryn Russ of 430 Waters Road spoke in opposition to the rezoning request consistent with the first several speakers in that the request was inconsistent with residential use and the negative visual impact

- Stephen West spoke in opposition to the rezoning request consistent with the first several speakers in that the request was inconsistent with residential use and the negative visual impact. Mr. West also stated the Planning Board signs advertising the public hearings “mysteriously” happened to fall to the ground.

With no one else wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Caskey asked who would enforce the hours of operation and Mr. Poplin said it would be difficult for staff since staff’s office hours were 8:00 a.m. to 5:00 p.m. Enforcement would be complaint driven and a Code Enforcement Officer would investigate and send any notices of violation. Mr. Poplin said only the approved use on the site plan would be allowed. If Mr. Childers wanted to change the operation he would have to come back before the Board. Mr. Poplin said if Mr. Childers sold the property, only what was approved for the site would apply to the new owner, as well.

Commissioner Klusman asked if the Board wanted to require trees for screening and Chairman Edds said the Board could impose conditions as it chose.

Commissioner Klusman said Mr. Childers had mentioned he had to work with DENR. Mr. Childers said he met with Greg Greene (of Rowan County Environmental Management) regarding the storage and fenced in area. According to Mr. Childers, Mr. Greene had advised he would need a site plan because he could not disturb more than one (1) acre at a time. Mr. Childers said if he disturbed more than one (1) acre at a time he would have to go for a full site evaluation.

Commissioner Klusman asked if the area for the building was more than one (1) acre and Mr. Childers said no. Mr. Childers referred to Parcels 614 187, 614 186 and 614 185. Mr. Childers said Mr. Greene told him if he graded 614 187 and graveled it, then graded 614 186 and graveled it, and graded and graveled 614 185 he would not need an erosion control plan in place – as long as he did not disturb more than one (1) acre at a time.

Commissioner Caskey asked if Mr. Childers built docks all day. Mr. Childers said the stationary portions were built on site (at people’s home) and most of the time the ramps were built on site. Mr. Childers said the floating docks would be built at the proposed business location. Mr. Childers said he probably builds 2 or 3 docks each month. Mr. Childers confirmed it was more cost effective to build a dock at the customer’s house to avoid having to tow the dock to the customer.

Commissioner Klusman said when she visited the site Mr. Childers had mentioned he had a new piece of machinery (pile driver). Mr. Childers said the pile driver was used to sink the posts at the house receiving the dock. Mr.



Childers said the pile driver would not be used at the proposed site; however, he may bring it to the location to load materials or park it by the water's edge when it was not in use. Mr. Childers described the pile driver as a floating barge with a big crane, which goes from job site to job site, or stays at his house or behind Dr. Webb's. Mr. Childers had a photo of the pile driver, which was displayed on the screen for the Board and audience to see.

Chairman Edds said the Board could impose a condition stating the pile driver could not be parked at the proposed business location.

Commissioner Pierce reminded the Board it had recently turned down a CBI request one mile away from the site in question and also changed the ordinance to make it NB to avoid spot zoning for commercial development. Commissioner Pierce said the Board was being asked to spot zone CBI, which was not the intent of the property. Commissioner Pierce said he knew the value of the property and the value of being retired. Commissioner Pierce said there were other properties available along the lake to locate the business. Commissioner Pierce described the neighborhood as an expensive neighborhood with nice homes and said it was not the Board's responsibility to take away their ability to enjoy the lake. Commissioner Pierce said he would not vote in favor of the request.

Commissioner Klusman expressed concern with the rezoning and said learning about the barge had been a surprise, as well. Commissioner Klusman said she was uncomfortable with the situation and would vote to deny the request.

In response to Commissioner Caskey, Mr. Stewart came forward to discuss the definition of spot zoning. County Attorney Jay Dees further explained that if the zoning was inconsistent with the LUP and inconsistent with the general uses in the area, the Board would be talking about a spot that was different from anything else. Mr. Stewart added that spot zoning was not illegal but had to be reasonable.

Commissioner Greene said when Mr. Childers had presented information, there was talk about the property being wooded on the front and back and that he was going to build in the middle of the property where people could not see what was going on. Commissioner Greene said things seemed to have changed and he now had reservations about approving the rezoning. Commissioner Greene said removal of the trees along the whole front changed the perspective of having a building in there that would be compatible with the rest of the neighborhood.

Chairman Edds said when the process started he received a call from Mr. Childers. Chairman Edds said his initial thoughts were not in favor of the rezoning. Chairman Edds said he had talked to lots of people about the request and they were mostly concerned about campgrounds. Chairman Edds said he looked at the aerial photo and saw the proposed site was separated by a large

metal building and the business would not go next door to a house. Chairman Edds said the existing metal building caused him to view the proposed property differently.

Chairman Edds said no Board of Commissioners had paid attention to High Rock Lake (Lake). Chairman Edds said the County had sat by while the Lake and its opportunities were squandered. Chairman Edds said the County was finally at the table with Cube Hydro and Alcoa and working on issues it should have worked on years ago. Chairman Edds said Rowan County sat by while other counties bordering the Lake put in restrictions for campgrounds. Chairman Edds said the current Board was sensitive to what was going on at the Lake and most believed the Lake was an opportunity for Rowan County. Chairman Edds said he had been the most vocal and had been harassed for wanting to turn the Lake into the diamond he believed it could be.

Chairman Edds said when looking at the aerial map the proposed site was separated by two (2) businesses. Chairman Edds said he visited the site and did not know there were three (3) houses around until he walked out on the pier. Chairman Edds said visiting the site gave him a different view of the issue.

Chairman Edds said the issue raised numerous times to him pertained to concerns with a campground. Chairman Edds assured the public no campground would go on the site. Chairman Edds said the Commissioners had contacted the Planning Department and asked for a study on campgrounds so the County could change its campground rules. Chairman Edds said good, quality campgrounds could be an asset to the County because they would bring people to the community to see the lake, as well as outside dollars. Chairman Edds said the Board was going to revise the rules for campgrounds for the first time since 1998.

Chairman Edds shared his thoughts with regards to statements that had been made throughout the public hearing:

1. This should not be business. Chairman Edds said there was already business there.
2. It does not serve the public good. Chairman Edds said the Board did not determine the public good but rather the market did.
3. Few benefits and noise travels. Chairman Edds said he understood noise would travel.
4. It was stated the request was posturing for a future endeavor. Chairman Edds said these were some of the notes he had taken during the public hearing and he said Mr. Childers could be (posturing). Chairman Edds said one of the speakers said if the Board approved the request it could be a foot in the door for something else. Chairman Edds said future County Commissioners could change any zoning and the current Board was speaking for the control it held.



5. There are enough dock builders. Chairman Edds said the Board did not determine the number of dock builders.

Chairman Edds said he wanted the public to know Barry Childers was his friend and Mr. Childers and his family had their insurance with his company for a long time. Chairman Edds said he did not wish to embarrass Mr. Childers. Chairman Edds said he still did not have a straight answer as to why the land had been cleared and that aspect bothered him. Chairman Edds felt the issue with the barge could be taken care of. Chairman Edds said he had a heart for the Lake and he was one of the individuals driving for change at the Lake. Chairman Edds invited residents to join a group having conversations about how to make the Lake better. Chairman Edds said the focus on the conversations was how to bring in retail for shopping, restaurants, boat sales and service, etc. Chairman Edds encouraged folks to contact him after the meeting if they were interested in being part of the discussions. In closing, Chairman Edds said he did not want citizens to feel he was not listening and the decision to be made was not personal either way. Chairman Edds felt the Board could make the rezoning work and said he was willing to put additional conditions on the applicant, including not parking the barge out front.

Commissioner Caskey Mike referred to the residents in the area who would have to live with the aftermath of the Board's decision. Commissioner Caskey said the Commissioners do the best job possible to preserve property rights and also make the right decisions for the County as a whole. Commissioner Caskey felt statutorily the rezoning request had been followed; however, there was the letter of the law and the intent. Commissioner Caskey found it disturbing that some changes (land being cleared) had occurred since the process started. Commissioner Caskey did say he would support the request as he did not see any statutory requirements that had not been followed. Commissioner Caskey said when the economy was good people wanted to build and spend money and the County had to live with the growth pains. Commissioner Caskey said if it was financially better to build the dock elsewhere, Mr. Childers had stated it was his intent to do so. Commissioner Caskey said if the rezoning was approved, the Board should not allow the barge to be docked in front of the property. Commissioner Caskey said the decision was not easy and if the request was passed, he would encourage Mr. Childers to be a good community member. Commissioner Caskey said there were recourses for the citizens if violations occurred.

Chairman Edds reiterated his earlier comments and again encouraged citizens interested in the Lake to reach out and become part of the discussions for the direction the Lake should take.

Commissioner Pierce moved to deny the request. The motion was seconded by Commissioner Klusman and carried 3-2 with Commissioners Edds and Caskey dissenting.

After a brief discussion regarding statements of reasonableness and consistency, County Attorney Jay Dees said staff would prepare statements for the Board's review at the next meeting and make the statements retroactive.

Commissioner Klusman said since the vegetation was removed from parcel 614 188, there had been some pretty severe erosion. Mr. Dees said the concern would need to be directed to Greg Greene (Environmental Management).

**6. CONSIDER PE 02-18 REQUEST FOR DRAGON BOAT FESTIVAL**

County Planner Aaron Poplin reported the Rowan County Chamber of Commerce was requesting a Permit to Exceed (PE) for the fifth annual Dragon Boat Festival on July 28, 2018 at the Shrine Club located at 6480 Long Ferry Road on High Rock Lake. The Dragon Boat races are part of a day-long lakeside festival that will raise money for small business programs in Rowan County.

Mr. Poplin discussed Section 14-10 of the Noise Ordinance and the criteria to be considered for issuing or denying an application for a permit to exceed.

Planning Staff recommended approval of the application since all necessary criteria were met.

Chairman Edds opened the floor for comments from anyone wishing to speak regarding PE 02-18 and no one came forward.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve PE 02-18 carried unanimously.

**7. FINANCIAL REPORT**

Assistant County Manager/Finance Director Leslie Heidrick provided the Board with an update regarding the County's financial status. Ms. Heidrick provided graphs depicting the information below:

- Annual Cumulative Revenue Comparisons as of May 2018 - \$123,636,887
- Annual Cumulative Expenditure Comparisons as of May 2018 - \$127,448,719
- Annual Cumulative Current Year Property Tax Comparisons as of April 2018 - \$77,543,937
- Annual Cumulative Sales Tax Comparisons as of February 2018 - \$15,947,091
- Monthly Sales Tax Comparisons as of February 2018 - \$1,822,254

**8. SELECTION OF VOTING DELEGATE FOR NCACC CONFERENCE**

Chairman Edds said the 111<sup>th</sup> Annual Conference of the North Carolina Association of County Commissioners would be held in Catawba County on August 23-25, 2018. Each county is entitled to one vote on items that come



before the membership during the business session scheduled for August 25, 2018.

Chairman Edds moved, Commissioner Greene seconded and the vote to select Commissioner Caskey as the voting delegate carried unanimously.

## **9. BUDGET AMENDMENTS**

Finance Director Leslie Heidrick presented the following budget amendments for the Board's consideration:

- Finance – To budget projected additional restricted sales tax for Public School capital outlay - \$100,000
- Fire Districts – Increase budget to cover Fire Districts' tax turnover for rest of fiscal year - \$60,000
- Finance – Budget for additional professional and property insurance funds and projected expenditures - \$ 30,000
- Finance – Budget new Airport grants and expenditures - \$880,000
- Finance – Budget additional ABC bottle tax \$5,000 and to reduce DSS budget for Child Day Care, which the State began paying directly on November 1, 2017 - \$2,200,000

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

## **10. CLOSED SESSION**

Chairman Edds moved at 8:36 p.m. for the Board to enter Closed Session pursuant to North Carolina General Statute:

- § 143-318.11(a)(1) to consider approval of the minutes of the Closed Sessions held on June 4, 2018;
- § 143-318.11(a)(3) for attorney-client privileged communication regarding 1) Settlement of a potential claim, and 2) Settlement of a past due claim; and
- § 143-318.11(a)(6) for a personnel matter.

The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Pierce moved to return to Open Session at 9:20 p.m. The motion was seconded by Commissioner Klusman and carried unanimously.

Chairman Edds said the Board had discussed the competitiveness of the pay for its Clerk to the Board and found the current salary to be under competitive.

Commissioner Pierce moved to raise the Clerk's salary to \$60,000 annually. The motion was seconded by Commissioner Klusman.

Commissioner Caskey confirmed the motion included making the salary effective as of today (June 18, 2018).

Upon being put to a vote, the motion on the floor passed unanimously.

Commissioner Pierce moved to approve a settlement (\$20,000) with Crash Morrison. The motion was seconded by Commissioner Greene and carried unanimously.

**11. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 9:21 p.m. The motion was seconded by Commissioner Greene and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC  
Clerk to the Board/  
Assistant to the 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:** Finance Department  
**DATE:** 6/22/2018  
**SUBJECT:** Ebenezar Christian Children's Home Contract - Foster Care

---

Please see the attached contract.

Please approve the attached contract between Ebenezar Christian Children's Home and the Social Services Department for Foster Care.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Ebanezar Christian Children's Home Contract - Foster Care	6/22/2018	Cover Memo

# ROWAN COUNTY CONTRACT CONTROL FORM

Date: 4/18/2018

## SECTION I - DEPARTMENT COMPLETES

Department: Social Services Account #: 1155420-593005 Amount: -  
Account #: 1155425-593008 Amount: -  
Total: \$60,000.00, not to exceed  
Vendor name: Ebenezer Christian Children's Home Term Dates: 7/1/2017 - 6/30/2018  
Contract description: Residential Child Caring Institution/Foster Care  
POC name: Sherry reeves Phone: 704-216-8422  
POC email: sherry@egcch.org  
Vendor mail address: PO Box 2777, North Wilksboro, NC 28659 Vendor #: 18232  
☒ New contract ☐ Contract renewal Munis contract #:  
☐ Amendment to contract ☐ Vendor signatures Munis BA #, if applicable:  
Notes:

Department Head Initials:

Date:

## SECTION II - CONTRACT ADMINISTRATOR REVIEW

☒ Section I properly completed ☒ Requires Board approval (Y/N)  
☐ Budgeted funds are available  
Contract Administrator Initials: Date:

## SECTION III - INFORMATION TECHNOLOGY REVIEW, IF APPLICABLE

This document has been reviewed and approved by the IT Director as to technical content.

IT Director Initials:

Date:

## SECTION IV - INSURANCE REVIEW

☐ Hold contract pending receipt of Certificate of Insurance ☐ Certificate attached and approved ☐ No insurance required  
Risk Manager Initials: Date:

## SECTION V - LEGAL REVIEW

☐ Non-appropriation clause ☐ Indemnity clause ☐ Termination clause ☐ E-verify clause  
☐ Approved as to form and sufficiency ☐ If Board approval required, sent to Department for agenda item  
Attorney Initials: Date:

## SECTION VI - FINANCE DIRECTOR REVIEW AND PRE-AUDIT

☐ Budgeted funds are available ☐ Contract has been pre-audited  
Finance Director Initials: Date:

## SECTION VII - COUNTY MANAGER REVIEW

☐ Contract has been properly signed by all parties  
County Manager Initials: Date:

## SECTION VIII - CONTRACT ADMINISTRATOR COMPLETES

This document has been reviewed and approved by the Board of Commissioners and/or County Manager. ☐ Yes ☐ No Date:  
☐ Document fully executed, scanned and posted on the County website Date:  
Contract Administrator Initials: Date:



**Contract #****Fiscal Year Begins 7/1/2017 Ends 6/30/2018**

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and **Ebenezer Christian Children's Home** (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is \_\_\_\_\_ and DUNS Number (required if funding from a federal funding source).

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G)
- (9) Federal Certification Regarding Debarment (Attachment H)
- (10) *If applicable*, HIPAA Business Associate Addendum (checklist and forms)
- (11) Certification of Transportation (Attachment J)
- (12) *If applicable*, IRS federal tax exempt letter or 501 (c)(3) (Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (13) Certain Reporting and Auditing Requirements (Attachment L)
- (14) State Certification (Attachment M)
- (15) Contract Determination Questionnaire (required)

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

**2. Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.**3. Effective Period:** This contract shall be effective on 1/1/2018 and shall terminate on 6/30/2018, 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 \$ 60,000.00. 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.  
The total contract amount including any Contractor match shall not exceed \$60,000.00.

**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	Donna F. Fayko, Director	Name & Title	Donna F. Fayko, Director
County	Rowan	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	donna.fayko@rowancountync.gov		

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Sherry Reeves, Associate Director	Name & Title	Sherry Reeves, Associate Director
Company Name	Ebenezer Christian Children's Home	Company Name	Ebenezer Christian Children's Home
Mailing Address	PO Box 2777	Street Address	1006 Byrd Ridge Road
City State Zip	North Wilkesboro, NC 28659	City State Zip	North Wilkesboro, NC 28659
Telephone	336.667.5683		
Fax	336.667.8634		
Email	sherry@egcch.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:**

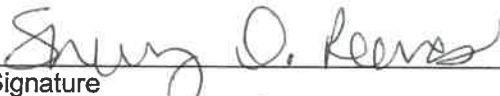
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, 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 deleted 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	3-5-18 _____ Date
Sherry D. Reeves _____ Printed Name	Associate Director _____ Title

**COUNTY**

 _____ Signature	4-20-18 _____ Date
Donna F Faylo _____ Printed Name	Director _____ Title

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

_____ Signature of County Finance Officer	_____ Date
--	---------------

**Attachment A**  
**General Terms and Conditions**

**Relationships of the Parties**

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

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

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

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

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

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

**Indemnity and Insurance**

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

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

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

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



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

#### Transportation of Clients by Contractor:

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

### Default and Termination

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

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

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

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

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

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

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

### Intellectual Property Rights

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

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

## Compliance with Applicable Laws

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

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

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

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

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

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

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

### **Trafficking Victims Protection Act of 2000 :**

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

**Executive Order # 24:** It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements

and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

## Confidentiality

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

## Oversight

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

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

## Warranties and Certifications

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



calculations. This warranty shall survive the termination or expiration of this contract.

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

### **E-Verify**

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

### **Miscellaneous**

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT B – Scope of Work      Federal Tax Id. or SSN**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Ebenezer Christian Children's Home
2. *If different* from Contract Administrator Information in General Contract:  
 Address                      Telephone Number:                      Fax Number:                      Email:
3. Name of Program (s): Residential/Foster Care
4. Status:            ☐ Public            ☒ Private, Not for Profit            ☐ Private, For Profit
5. Contractor's Financial Reporting Year October through September

B. Explanation of Services to be provided and to whom (include SIS Service Code):  
 Residential Child Caring Institution/Foster Care

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

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	\$475	\$581	\$634
Residential Treatment (Level 2)			
Child Placing Agency	\$1,433	\$1,564	\$1,638
Residential Child Caring Institution	\$4,279	\$4,437	\$4,516
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 3<sup>rd</sup> working day of the month and payment is issued no later than the 25<sup>th</sup> day of each month.

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

  
(Signature of County Authorized Person)

4-20-18  
(Date Submitted)

  
(Signature of Contractor)

03-05-2018  
(Date Submitted)

**Contractor: Ebenezer Christian Children's Home**

**ATTACHMENT C**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
AND CERTIFICATION REGARDING NONDISCRIMINATION**

Rowan County Department of Social Services

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



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

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. 1006 Byrd Ridge Road

N. Wilkesboro, NC 28659

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

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment  
**45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

#### **Certification Regarding Nondiscrimination**

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

  
Signature

Associate Director  
Title

Ebenezer Christian Children's Home  
Agency/Organization

03-05-2018  
Date

(Certification signature should be same as Contract signature.)

**Contractor: Ebenezer Christian Children's Home**

**ATTACHMENT D  
Conflict of Interest Policy**

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

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

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

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

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

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

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

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

making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

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

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

Approved by:

Ebenezer Christian Children's Home

Name of Organization

Sherry D. Reeves

Signature of Organization Official

03-05-2018

Date

#### NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Wilkes

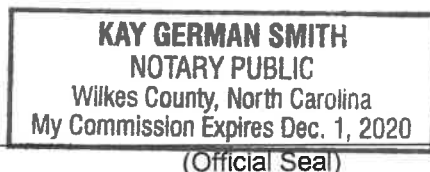
I, Kay German Smith, Notary Public for said County and State, certify that

Sherry D. Reeves personally appeared before me this day and acknowledged

that he/she is Associate Director of Ebenezer Christian Childrens Home [enter name of entity]

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 8 day of January, 2018.

Sworn to and subscribed before me this 5th day of March, 2018



Kay German Smith  
Notary Public

My Commission expires December 1, 2020





## Ebenezer Christian Children's Home

Jean Davis  
Executive Director  
P.O. Box 2777  
1006 Byrd Ridge Road  
North Wilkesboro, NC 28659

(336) 667-LOVE (5683)  
Fax: (336) 667-8634

**March 26, 2018**

To: Rowan  
County Department of Social Services

**Certification:**

We certify that the Ebenezer Christian 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:**

David Ward and Ken Pardue being duly sworn, say that we are the Board Chair and Vice Chair, respectively, of Ebenezer Christian Children's Home of North Wilkesboro 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.

David Ward

Board Chair

Ken Pardue

Vice Chair

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

Kay German Smith  
(Notary Signature and Seal)

My Commission Expires: 12-1-2020

**KAY GERMAN SMITH**  
NOTARY PUBLIC  
Wilkes County, North Carolina  
My Commission Expires Dec. 1, 2020

**ATTACHMENT F**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Rowan County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

Sherry D. Reeves  
Signature

Associate Director  
Title

Ebenezer Christian Children's Home  
Agency/Organization

03-05-2017  
Date

(Certification signature should be same as Contract signature.)

**Contractor: Ebenezer Christian Children's Home**

**Attachment G**

**Rowan County Department of Social Services**

**Certification Regarding Lobbying**

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

**Paragraph A.**

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity),



- or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
  - (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

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

**Paragraph B.**

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

**Paragraph C.**

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

settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

**Paragraph D.**

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

Sherry D. Reeves  
Signature

Associate Director  
Title

Ebenezer Christian Children's Home  
Agency/Organization

03-05-2018  
Date

(Certification signature should be same as Contract signature.)

**ATTACHMENT H**

**Rowan County Department of Social Services**

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

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended,



ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.


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

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

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

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

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

  
Signature

Associate Director  
Title

Ebenezer Christian Children's Home  
Agency/Organization

03-05-2018  
Date

(Certification signature should be same as Contract signature.)

**Contractor: Ebenezer Christian Children's Home**


**ATTACHMENT J**

**CERTIFICATION REGARDING TRANSPORTATION**

Rowan County Department of Social Services

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

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the 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

Associate Director  
Title

Ebenezer Christian Children's Home  
Agency/Organization

03-05-2018  
Date

(Certification signature should be same as Contract signature.)

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
P. O. BOX 2508  
CINCINNATI, OH 45201

Attachment K

DEPARTMENT OF THE TREASURY

Date: **11A Y 1 11/1999**

EBENEZER GARDEN CHRISTIAN CHILDRENS  
HOME  
C/O KENNETH PARDUE  
PO BOX 2777  
N WILKESBORO, NC 28659-2777

Employer Identification Number:

56-1861709

DLN:

17053086703049

Contact Person:

FAYE NG

ID# 31290

Contact Telephone Number:

(877) 829-5500

Our Letter Dated:

DECEMBER 1994

Addendum Applies:

NO

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c) (3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a) (1) and 170(b) (1) (A) (vi).

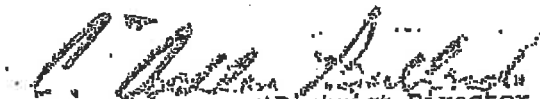
Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a) (1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a) (1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



District Director





# 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 AMENDMENT

OF

EBENEZER GARDENS CHRISTIAN CHILDRENS HOME  
WHICH CHANGED ITS NAME TO  
EBENEZER CHRISTIAN CHILDRENS HOME

the original of which was filed in this office on the 9th day of February, 2006.



IN WITNESS WHEREOF, I have hereunto  
set my hand and affixed my official seal at the  
City of Raleigh, this 9th day of February, 2006

*Elaine F. Marshall*

Secretary of State

## Attachment M State Certifications Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](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](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](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](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](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](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](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

### Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows: Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

(3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to

North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

- ☒ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**  
☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

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

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

(6) The undersigned hereby certifies further that:

- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

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

Contractor's Name Ebenezer Christian Children's Home

Contractor's

Authorized Agent:

Signature

Sherry D. Reeves

Date: 03-05-2018

Printed Name

Sherry D. Reeves

Title Associate Director

Witness:

Signature

Donna J. Kruckenberg

Date: 03-05-2018

Printed Name

Donna J. Kruckenberg

Title H.A. Director

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



Contractor: Ebenezer Christian Children's Home

**Attachment N**  
**CERTIFICATION OF ELIGIBILITY**  
**Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.*\* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: \_

By: Sherry D. Reeves 3-5-18  
Signature Date

Sherry D. Reeves Associate Director  
Printed Name Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:  
<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>  
and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at [Meryl.Murtagh@nctreasurer.com](mailto:Meryl.Murtagh@nctreasurer.com) or (919) 814-3852.

\* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.



EBENE-1

OP ID: VD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/29/2018

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).

<b>PRODUCER</b> Stroud-Miller Ins Serv Inc P O Box 756 Wilkesboro, NC 28697 In House Production		<b>336-667-9238</b>	<b>CONTACT NAME:</b> Tonya Childers <b>PHONE (A/C, No, Ext):</b> 336-667-9238 <b>E-MAIL ADDRESS:</b> tmchilders@stroud-miller.com <b>FAX (A/C, No):</b> 336-667-1736
<b>INSURED</b> Ebenezer Christian Childrens Home Attn: Ms Jean Davis PO Box 2777 N Wilkesboro, NC 28659		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Builders Mutual Ins Co <b>INSURER B:</b> First Nonprofit Ins Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## 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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			NPP1002440 04	11/15/2017	11/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			NCA1002441 03	11/15/2017	11/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	69K0UB-1K09143-A-17	12/15/2017	12/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Shelter/mission

## CERTIFICATE HOLDER

ROWA001

Rowan County Dept of  
Social Services  
1813 E Innes Street  
Salisbury, NC 28146

RECEIVED

FEB 02 2018

Department of Social Services  
Rowan County NC

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Vicki L. Davis

**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:** 6/22/2018  
**SUBJECT:** Partners in Learning Contract - Parent Intervention Program

---

Please see the attached contract.

Please approve the attached contract between Partners in Learning Child Development & Family Resource Center and the Social Services Department for a Parent Intervention Program.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Partners in Learning Contract - Parent Intervention Program	6/22/2018	Cover Memo



# ROWAN COUNTY CONTRACT CONTROL FORM

Date: 5/15/2018

## SECTION I - DEPARTMENT COMPLETES

Department: Social Services	Account #: 1155320-533011	Amount: -
	Account #: 1155346-533000	Amount: -
		Total: \$30,000.00, not to exceed
Vendor name: Partners in Learning Child Development & Family Resource Center		Term Dates: 5/1/2018 - 6/30/2018
Contract description: Triple P Intervention Program for Parents		
POC name: Norma Honeycutt	Phone: 704-638-9020	
POC email: norma@epartnersinlearning.org		
Vendor mail address: 2386 Robin Road, Salisbury, NC 28144		Vendor #: 4773
<input checked="" type="checkbox"/> New contract	<input type="checkbox"/> Contract renewal	Munis contract #:
<input type="checkbox"/> Amendment to contract	<input type="checkbox"/> Vendor signatures	Munis BA #, if applicable:
Notes:		

Department Head Initials: DT

Date: 5/15/18

## SECTION II - CONTRACT ADMINISTRATOR REVIEW

<input checked="" type="checkbox"/> Section I properly completed	<input checked="" type="checkbox"/> Requires Board approval (Y/N)
Budgeted funds are available FY'18	
Contract Administrator Initials: DS	Date: 6/8/18

## SECTION III - INFORMATION TECHNOLOGY REVIEW, IF APPLICABLE

This document has been reviewed and approved by the IT Director as to technical content.

IT Director Initials: NA

Date:

## SECTION IV - INSURANCE REVIEW

<input type="checkbox"/> Hold contract pending receipt of Certificate of Insurance	<input type="checkbox"/> Certificate attached and approved	<input type="checkbox"/> No insurance required
Risk Manager Initials:		Date:

## SECTION V - LEGAL REVIEW

<input type="checkbox"/> Non-appropriation clause	<input type="checkbox"/> Indemnity clause	<input type="checkbox"/> Termination clause	<input type="checkbox"/> E-verify clause
<input type="checkbox"/> Approved as to form and sufficiency	<input type="checkbox"/> If Board approval required, sent to Department for agenda item		
Attorney Initials:		Date:	

## SECTION VI - FINANCE DIRECTOR REVIEW AND PRE-AUDIT

<input type="checkbox"/> Budgeted funds are available	<input type="checkbox"/> Contract has been pre-audited
Finance Director Initials:	Date:

## SECTION VII - COUNTY MANAGER REVIEW

<input type="checkbox"/> Contract has been properly signed by all parties
County Manager Initials:
Date:

## SECTION VIII - CONTRACT ADMINISTRATOR COMPLETES

This document has been reviewed and approved by the Board of Commissioners and/or County Manager.		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date:
<input type="checkbox"/> Document fully executed, scanned and posted on the County website	Date:	
Contract Administrator Initials:	Date:	

## Fiscal Year Begins 07-01-17 Ends 06-30-18

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Partners In Learning Child Development and Family Resource Center ("Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number (562) 116-380 and DUNS Number (required if funding from a federal funding source).

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G)
- (9) Federal Certification Regarding Debarment (Attachment H)
- (10) *If applicable*, HIPAA Business Associate Addendum (checklist and forms)
- (11) Certification of Transportation (Attachment J)
- (12) *If applicable*, IRS federal tax exempt letter or 501 (c)(3) (Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (13) Certain Reporting and Auditing Requirements (Attachment L)
- (14) State Certification (Attachment M)
- (15) Contract Determination Questionnaire (required)

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

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

**3. Effective Period:** This contract shall be effective on 05-01-18 and shall terminate on 06-30-18, 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 \$ 30,000.00. This amount consists of \$ 0 in Federal funds (CFDA # ), \$ 0 in State Funds, \$0 in County funds

☒ a. There are no matching requirements from the Contractor.

☐ b. The Contractor's matching requirement is \$0, which shall consist of:

☐ In-kind

☐ Cash

☐ Cash and In-kind

☐ Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.  
The total contract amount including any Contractor match shall not exceed \$0.

**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	Donna Fayko, DSS Director	Name & Title	Donna Fayko, DSS Director
County	Rowan	County	Rowan
Mailing Address	1813 E. Innes Street	Street Address	1813 E. Innes Street
City, State, Zip	Salisbury, NC 28146	City, State, Zip	Salisbury, NC 28146
Telephone	704-216-8440		
Fax	704-638-3134		
Email	Donna.Fayko@rowancountync.gov		

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Norma Honeycutt, Executive Director	Name & Title	Norma Honeycutt, Executive Director
Company Name	Partners In Learning Child Development and Family Resource Center	Company Name	Partners In Learning Child Development and Family Resource Center
Mailing Address	2386 Robin Road	Street Address	2386 Robin Road
City State Zip	Salisbury, North Carolina 28144	City State Zip	Salisbury, North Carolina 28144
Telephone	704-638-9020		
Fax	704-638-0918		
Email	epartnersinlearning.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:**

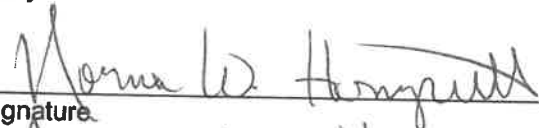

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment,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

  
 Signature \_\_\_\_\_ Date 4/23/18  
  
 Printed Name \_\_\_\_\_ Title Executive Director

**COUNTY**

  
 Signature \_\_\_\_\_ Date 5-2-18  
*(must be legally authorized to sign contracts for County DSS)*  
 Donna F. Fayko  
 Printed Name \_\_\_\_\_ Title Director

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 \_\_\_\_\_





Partners In Learning Child Development and Family Resource Center  
**Attachment A**  
**General Terms and Conditions**

**Relationships of the Parties**

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

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

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

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

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

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

**Indemnity and Insurance**

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

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

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

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

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.

## Center

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

**Transportation of Clients by Contractor:**

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

**Default and Termination**

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

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

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

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

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

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

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

**Intellectual Property Rights**

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

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

**Compliance with Applicable Laws**

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

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

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

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

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

**Trafficking Victims Protection Act of 2000 :**

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

**Executive Order # 24:** It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For

additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

**Confidentiality**

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

**Oversight**

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

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

**Warranties and Certifications**

**Date and Time Warranty:** The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date



**Center**

and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

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

**E-Verify**

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

**Miscellaneous**

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT B – Scope of Work      Federal Tax Id. (562) 116-380  
Contract #**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Partners In Learning Child Development and Family Resource Center
2. *If different* from Contract Administrator Information in General Contract:  
Address

Telephone Number:      Fax Number: 1-888-451-9783

Email:

3. Name of Program (s):

4. Status:      ☐ Public      ☒ Private, Not for Profit      ☐ Private, For Profit

5. Contractor's Financial Reporting Year      FY 2017 through FY 2017

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

**The County and the Contractor, for the consideration specified, agrees as follows:**

The Contractor shall perform the services described in the Contract Documents consisting of providing Triple P. The contract documents consist of this Contract and Exhibit A (Scope of Work). Where the terms of this Contract and Exhibit A are at variance, the provisions of this Contract shall prevail. This contract document constitutes the entire agreement and supersedes any other form. The Contractor shall include the Explanation of Services Provided and include the Name of the Customer: (include SIS Service Code): Service codes to be used: 210, 215, 100, 109, and 110

**The Contractor Agrees To:**

- Provide the above mentioned services to clients referred by Rowan County Department of Social Services.
- Provide the type of services and number of sessions at the fee authorized for each client on the referral form. Any additional needs or extension of services will require a separate referral form.
- Bill Rowan County Department of Social Services, attention Lisa A. Berger no later than the 5<sup>th</sup> working day of the month following provision of service.
- Ensure that necessary releases of information have been secured at the initial visit/appointment for the transfer of information to occur between all parties and the county.
- Provide timely, written, and/or phone responses upon request for updates regarding a customer's status. Status reports shall also be provided at a minimum of one time per month for ongoing services.
- Obtain information about the customer from the previous providers to ensure continuity of care.
- Include/consider the customer's past history/patterns in said assessments
- Forward evaluation results to the authorizing social worker within thirty (30) days of the date of the assessment.
- Comply with the terms of the Americans with Disabilities Act and all requirements imposed by or pursuant to the regulations issued pursuant to that Section, which prohibits discrimination against handicapped persons in employment and in the operation of programs and activities receiving Federal Funds.
- Comply with Title VI and VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued pursuant to the Title.

- Be on standby when subpoenaed by the court with the understanding that the contractor will arrive to court no later than 30 minutes when called upon.
- Appear in Court when subpoenaed and be prepared to testify and bring all documentation/records/notes as requested in the subpoena. The District court will consider issuing a show cause order in the event that a contractor does not adhere to the court's subpoena.
- Amend or terminate this agreement upon mutual agreement of both partners; or terminated by either party upon thirty (30) day prior notice in writing to the other party, except that violation of State law or of established standards concerning provision of the services may result in termination of the agreement without thirty (30) days prior notice.
- Avoid submitting reimbursable expenses without the prior written approval of the County and the issuance of a purchase order detailing the specific expenses expected to be incurred by the Contractor and their estimated amount.
- Comply with the Immigration Reform and Control Act of 1986. The Contractor certifies that it does not and will not during the performance of this contract employ undocumented workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- Maintain financial records and other records as may be prescribed by the County or by applicable Federal and State laws, rules, and regulations. The Contractor shall retain these records for a period of five (5) years after final payment, or be made available during the term of the contract and the subsequent five (5) year period for examination, transcription, and audit of the County, its designees, or other authorized bodies.
- Save, defend, hold harmless and indemnify the County all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost- including court costs and attorney's fees, charges, liability, and exposure, however caused- resulting from, arising out of, or in any way connected with the Contractor's negligent performance or non-performance of the terms of the contract.
- Not assign, transfer, convey, sublet or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the county.
- Comply with applicable Federal, State and Local laws and regulations.
- Comply with audit requirements as described in N.C.G.S 143C-6-23 and OMB Circular A-133.

**The County Agrees:**

- To determine the clients' eligibility for any Federal, State or other funds which may help to meet the cost of the services performed under this contract.
- To provide background information and on-going case updates. This shall include any information that will be beneficial to the provision of services with the client.
- To notify the contractor concerning the eligibility of each individual for the services, the period of time for which services are authorized, and any changes in the individual's eligibility status. This will occur through a written referral form.
- Will provide advance notice to persons being subpoenaed at least one week in advance if at all possible.
- Enforce consequences with vendors/contractors not compliant with the above contractor's bulleted items (i.e. Refer to C3 below-performance based budgeting yielding in a penalty/deduction).
- Submit payment to the Contractor within thirty (30) days after receipt of invoices as long as the expected services were performed to the satisfaction of the County.

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

Contract-Scope of Work (7-2008)

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

NA

2. Negotiated County Rate.

**Level 3, Individual, Ages 0-12, \$60.00 per session**

There will be minimum of four sessions, with each session lasting anywhere from thirty minutes to an hour. Parents talk with their provider about the problems they have. Parents discuss what might be causing their child to behave this way. Then parents work out the changes they would like to see in their child's behavior. Parents are given suggestions to deal with the problem. Parents will also be given tip sheets to take home. The tip sheets will remind parents of the things they have discussed with the provider. Parents will also be shown a DVD that shows other parents dealing with similar problems with their children.

**Level 4 Standard Triple P – Ages 0-12, \$75.00 per session**

There will be a minimum of six sessions with each session lasting anywhere from forty-five (45) minutes to an hour. Parents will set goals and work out what changes they would like to see in their child's behavior. Parents learn strategies they can use and can adapt to suit their family's needs. Parents will see examples of positive parenting on DVDs and they will have ample opportunities to model for the provider what they have learned. Parents will have a workbook to help them record their goals and achievements. Parents will participate in assessments to assist in determining whether or not clinical services are needed. Assessments of appropriate child development, in addition to parental depression, anxiety, stress, parental capacity and more, as needed, at no additional cost. Each participant will be provided with monitoring tools, a parenting plan, tip sheets, and a parent workbook with exercises & information to help with try new strategies at home. Hands-on, interactive education, including the use of DVDs, to appeal to different learning types will be provided.

**Level 5 Pathways, Ages 0-12, \$95.00**

An intensive intervention program for parents who have difficulty regulating their emotions and as a result are considered at risk of physically or emotionally harming their children. Pathways Triple P requires parents to have received Level 4 sessions teaching them positive parenting and child management skills. Parents who benefit from Pathways Triple P are those that persistently make negative misattributions about why their child misbehaves and have difficulty managing their anger when interacting with their child. Level 5 consists of a minimum of 5 sessions approximately 60-90 minutes in length.

**The Independent Contractor will provide various levels of Triple P Parenting Education.**



F. Area to be served/Delivery site(s): Most clients will be served in their homes, in foster homes, or in the community based on the needs of the client.

Donna J. Taylor  
(Signature of County Authorized Person)

5-2-18  
(Date Submitted)

Norm W. Hargrett  
(Signature of Contractor)

4/23/18  
(Date Submitted)

**ATTACHMENT C**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
AND CERTIFICATION REGARDING NONDISCRIMINATION**

R County Department of Social Services/Human Services

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

Partners In Learning Child Development and Family Resource Center

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

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

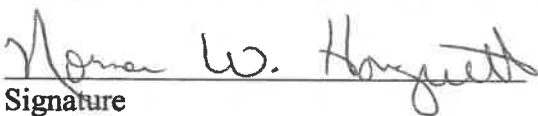
1. Partners In Learning Child Development and Family Resource Center  
2386 Robin Road  
Salisbury, North Carolina 28147

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

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment 45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

**Certification Regarding Nondiscrimination**

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

  
Signature

  
Title

Partners In Learning Child Development and Family Resource Center  
Agency/Organization

4/23/18  
Date

(Certification signature should be same as Contract signature.)

**ATTACHMENT D**

**Conflict of Interest Policy**

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

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

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

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

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

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

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

F. **Violations of the Conflicts of Interest Policy** – If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after



Partners In Learning Child Development and Family Resource Center

making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

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

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

Approved by:

Partners In Learning Child Development and Family Resource Center  
Name of Organization

Norma Honeycutt  
Signature of Organization Official

4/23/18  
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Rowan

I, Emilie Scharf, Notary Public for said County and State, certify that

Norma Honeycutt personally appeared before me this day and acknowledged

that he/she is Organization Official of Partners In Learning Child Development and Family Resource Center [enter name of entity]

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 29th day of October, 2017.

Sworn to and subscribed before me this 23rd day of April, 2018.

Emilie Scharf  
(Official Seal)

Notary Public

My Commission expires: 11-24, 20 20

## Attachment E – No Overdue Tax Debts

**Instructions:** Grantee/Provider should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to the County Department of Social Services/Human Services.

*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.*



02/19/18

To: County Department of Social Services/Human Services

### Certification:

We certify that Partners In Learning Child Development and Family Resource Center 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:

Norma Honeycutt being duly sworn, say that we are the Board Chair and Treasurer respectively, of Partners In Learning Child Development and Family Resource Center of Salisbury 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.

Lynn T. Bowater  
Board Chair

Norma W. Honeycutt Executive Director  
[Title of Second Authorizing Official]

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

Lemilio Schong  
(Notary Signature and Seal)

My Commission Expires: 11-24-2020

## **Attachment E – No Overdue Tax Debts**

---

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

**ATTACHMENT F**


**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**


Rowan County Department of Social Services/Human Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

  
Signature

  
Title

Partners In Learning Child Development and Family Resource Center  
Agency/Organization

4/23/18  
Date

(Certification signature should be same as Contract signature.)





**Attachment G**

**Rowan County Department of Social Services/Human Services**

**Certification Regarding Lobbying**

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

**Paragraph A.**

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

## Partners In Learning Child Development and Family Resource Center

- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are accepted from the coverage of Paragraph A:  
**Paragraph B.**

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

### **Paragraph C.**

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

Partners In Learning Child Development and Family Resource Center

**Paragraph D.**

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

Nona W. Houghton  
Signature

Executive Director  
Title

Partners In Learning Child Development and Family Resource Center  
Agency/Organization

4/25/18  
Date

(Certification signature should be same as Contract signature.)





Partners In Learning Child Development and Family Resource Center

Rowan County Department of Social Services/Human Services

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

This Agreement is made effective the 1<sup>st</sup> day of April, 2018, by and between Rowan (County Department of Social Services) ("Covered Entity") and Partners in Learning Child Development and Family Resource Center (name of contractor) ("Business Associate") (collectively the "Parties").

**1. BACKGROUND**

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

**2. DEFINITIONS**

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

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

## Partners In Learning Child Development and Family Resource Center

- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

### 3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Rowan County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Rowan County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

#### 4. PERMITTED USES AND DISCLOSURES

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

#### 5. TERM AND TERMINATION

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



Partners In Learning Child Development and Family Resource Center

- 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

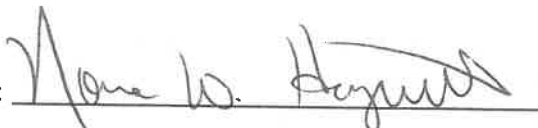
c. **Effect of Termination.**

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

**6. GENERAL TERMS AND CONDITIONS**

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

SIGNATURES: \_\_\_\_\_



Date: \_\_\_\_\_

4/23/18

**Attachment M**

**State Certification**

**Contractor Certifications Required by North Carolina Law**

**Instructions**

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- The text of G.S. 105-164.8(b) can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at:  
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- The text of G.S. 143-59.2 can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2. (e)) can be found online at:  
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

**Certifications**

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

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:

Counties Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.


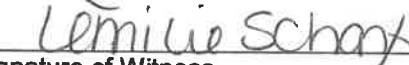
- (2) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
- (b) [check one of the following boxes]
- ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c) (2) after December 31, 2001; or

Partners In Learning Child Development and Family Resource Center

☐ 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.

- (3) 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.
- (4) 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.

Partners In Learning Child Development and Family Resource Center

Contractor's Name	
	4/23/18
Signature of Contractor's Authorized Agent	Date
Norma W. Honeycutt	Executive Director
Printed Name of Contractor's Authorized Agent	Title
	Director
Signature of Witness	Title
Emilie Scharf	4.23.18
Printed Name of Witness	Date

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

**CERTIFICATION OF  
ELIGIBILITY  
Under the Iran Divestment  
Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.*\* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: Partners In Learning Child Development and Family Resource Center

By: <u>Norma W. Honeycutt</u>	<u>4/23/18</u>
Signature	Date
<u>Norma W. Honeycutt</u>	<u>Executive Director</u>
Printed Name	Title

\* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Reviser of Statutes.





**CONTRACT PROVIDER NAME:** \_\_\_\_ Partners In Learning Child Development and Family Resource Center

**CONTRACT NUMBER:** \_\_\_\_\_

**CONTRACT PERIOD:** \_\_\_\_ FY17 - FY18

**PROVIDER'S FISCAL YEAR:** \_\_\_\_\_

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

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

Determination Factors		5 points Financial Assistance YES	5 points Purchase of Service NO
1	Does the provider determine eligibility?	5	
2	Does the provider provide administrative functions such as Develop program standards procedures and rules?	5	
3	Does the provider provide administrative functions such as Program Planning?	5	
4	Does the provider provide administrative functions such as Monitoring?	5	
5	Does the provider provide administrative functions such as Program Evaluation?	5	
6	Does the provider provide administrative functions such as Program Compliance?	5	
7	Is provider performance measured against whether specific objectives are met?	5	
8	Does the provided have responsibility for programmatic decision making?	5	
9	Is the provider objective to carry out a public purpose to support an overall program objective?	5	
10	Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?	5	
11	Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12	Does the provider operate in a noncompetitive environment?	5	
13	Does the provider provide these or similar goods and/or services only to the funding agency?		5
14	Does the provide these or similar goods and/or services outside normal business operations?		5
<b>TOTAL</b>		<b>55</b>	<b>15</b>

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

☒ **FINANCIAL ASSISTANCE**

☐ **PURCHASE SERVICE**

None W. Hays  
Signature of Authorized Programmatic Individual

4/23/18  
DATE

None W. Hays  
Signature of Authorized Administrative Individual

4/23/18  
DATE



This document will be used to determine if you have a business associate relationship with a contractor. This form should be completed on all contracts that have a HIPAA covered health care component. This would include all health related information.

Contractor: Partners In Learning Child Development and Family Resource Center  
 Contract Number: \_\_\_\_\_ Date: 04-18-18

## HIPAA ASSESSMENT FORM

### Questions

### Notes

### Steps

1. Has a relationship been initiated Yes allows the contractor to perform a function or activity for, or on behalf of, County Department of Social Services HIPAA covered health care component?		YES—Go to Question 2. NO—Stop. There is no business associate relationship.
2. Is the function or service to be No rendered by the contractor on an activity other than treatment of clients?	NOTE: The sharing of Individually identifiable health information with another treatment contractor for treatment purposes only does not require a business associate agreement. See 45 CFR §164.502(e)(1)(ii)(A)	YES—Go to Question 3. NO—Stop. There is no business associate relationship.
3. Does the function or service to Select be rendered by the contractor involve the use or disclosure of the County Department of Social Services individually identifiable health information?	NOTE: Data that does not contain A County Department of Social Services individually identifiable health information is not covered by HIPAA and thus does not have to be protected through a business associate agreement.	YES--Go to Question 4. NO—Stop. There is no business associate relationship.
4. Are the services rendered by Select staff from the contractor performed on the premises of the covered health care component, using the component's resources and following the component's policies and procedures?	NOTES: Whenever a service is rendered on the premises of a covered component, utilizing the component's resources and following the component's policies and procedures, the person rendering such services is considered a member of the component's workforce, and is required to comply with the component's privacy policies and procedures. No business associate agreement is required.	NO—Got Question 5. YES—Stop. There is not business associate relationship.
5. Is the contractor performing a Select type(s) of function/activity for or on the behalf of the County Department of Social Services HIPAA covered health component that is directly related to the	Check appropriate service(s): <input type="checkbox"/> Attorney Representing Agency <input type="checkbox"/> Benefits Management <input type="checkbox"/> Patient Accounts Billing	<b>YES—You have identified a business associate relationship.</b> The specified function/activity, which involves the sharing of individually identifiable health information, is provided by the

<p>covered health component's continued operation?</p>	<div> <input type="checkbox"/> Claims Processing  <input type="checkbox"/> Claims Administration  <input type="checkbox"/> Bill Collections  <input type="checkbox"/> Professional Services  <input type="checkbox"/> Special Population Assessments  <input type="checkbox"/> Data Analysis  <input type="checkbox"/> Data Processing  <input type="checkbox"/> Data Administration  <input type="checkbox"/> JCAHO  <input type="checkbox"/> Council on Accreditation  <input type="checkbox"/> Re-pricing  <input type="checkbox"/> Rate Setting  <input type="checkbox"/> Practice Management  <input type="checkbox"/> Software Support  <input type="checkbox"/> Utilization Review  <input type="checkbox"/> Quality Assurance            Contract Analysis  <input type="checkbox"/> Central Office Supervision  <input type="checkbox"/> Security  <input type="checkbox"/> Dietary  <input type="checkbox"/> Machine Maintenance  <input type="checkbox"/> Facility Maintenance  <input type="checkbox"/> Landscaping  <input type="checkbox"/> Housekeeping  <input type="checkbox"/> Hardware Support  <input type="checkbox"/> Audits/Surveys  <input type="checkbox"/> Purchasing         </div>	<p>contractor. This constitutes a business associate relationship as such information must be protected the same as required of the HIPAA covered health care component. There are two types of business associate relationships: External Business Associate relationships: You have indentified an External business associate relationship if you are contracting with any entity outside city, county or state government. A <u>Business Associate Addendum</u> must be signed and included with the contract. If you are completing a Memorandum of Agreement (MOA) with a governmental entity the <u>Government Associate Addendum</u> must be utilized.</p> <p>NO—STOP. There is no business associate relationship.</p>
<p><b>ADDITIONAL REQUIRMENTS</b></p>		
<p><b>NOTE:</b> Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates</p>		

Rev: 7-1-2013

**Request for Taxpayer  
Identification Number and Certification**

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**Partners In Learning Child Development and Family Resource Center**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

- ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☒ Other (see instructions) ▶ **Non Profit 501c3**

Address (number, street, and apt. or suite no.)

**2386 Robin Rd**

City, state, and ZIP code

**Salisbury NC 28144**

List account number(s) here (optional)

Exemptions (see instructions):

Exempt payee code (if any)

Exemption from FATCA reporting  
code (if any)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

    -    -    -

Employer identification number

**56-2116380**

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign  
Here:

Signature of  
U.S. person ▶

*None W. Honyew*

Date ▶ **4/20/2018**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- 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

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.







PARTN-1

OP ID: S

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/15/2018

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  
Central Carolina Insurance  
317 Jake Alexander Blvd. S.  
P O Box 4078  
Salisbury, NC 28145-4078  
John A. Drye

CONTACT NAME: John A. Drye  
PHONE (A/C, No, Ext): 704-636-5311 FAX (A/C, No): 704-636-7141  
E-MAIL ADDRESS: dryej@centralcarolina.com

INSURED Partners In Learning Child  
Development & Learning Center  
2386 Robin Rd  
Salisbury, NC 28144

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Selective Ins. of So. Carolina	23957
INSURER B: Accident Fund Ins. Co.	10166
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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			S 1617043	11/24/2017	11/24/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						
	ANY AUTO ALL OWNED AUTOS HIRED AUTOS			S 1617043	11/24/2017	11/24/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB						
	CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			S 1617043	11/24/2017	11/24/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	WCV6110855	04/02/2018	04/02/2019	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 500,000 E.I. DISEASE - EA EMPLOYEE \$ 500,000 E.I. DISEASE - POLICY LIMIT \$ 500,000
A	Employee Dishonest			S 1617043	11/24/2017	11/24/2018	Dishonest 100,000 Deductib 500

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

## CERTIFICATE HOLDER

## CANCELLATION

ROWANDS

Rowan County DSS  
1813 E 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.

AUTHORIZED REPRESENTATIVE

**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:** 6/22/2018  
**SUBJECT:** Omni Visions Contract - Foster Care

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Please see the attached contract.

Please approve the attached fiscal year 2019 contract between Omni Visions and the Social Services Department for Foster Care.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Omni Visions Contract - Foster Care	6/22/2018	Cover Memo

# ROWAN COUNTY CONTRACT CONTROL FORM

Date: 6/1/2018

## SECTION I - DEPARTMENT COMPLETES

Department: Social Services Account #: 1155420-593005 Amount: -  
 Account #: 1155425-593008 Amount: -  
 Total: \$200,000.00  
 Vendor name: Omni Visions, Inc Term Dates: 7/1/2018-6/30/2019  
 Contract description: Therapeutic Foster Care  
 POC name: Brelyn Waddell Phone: 919-334-0249 ext. 2120  
 POC email: bwaddell@omnivisions.com  
 Vendor mail address: 3739 national Drive, Suite 220, Raleigh, NC 27612-4063 Vendor #: 14180

New contract ☒ Contract renewal ☐ Munis contract #:   
 Amendment to contract ☐ Vendor signatures ☐ Munis BA #, if applicable:   
 Notes:   
 Department Head Initials: SW Date: 6-4-18

## SECTION II - CONTRACT ADMINISTRATOR REVIEW

☒ Section I properly completed ☒ Requires Board approval (Y/N)  
 Budgeted funds are available ☐

Contract Administrator Initials: DS Date: 6/8/18

## SECTION III - INFORMATION TECHNOLOGY REVIEW, IF APPLICABLE

This document has been reviewed and approved by the IT Director as to technical content.

IT Director Initials: NA Date: 6/8/18

## SECTION IV - INSURANCE REVIEW

Hold contract pending receipt of Certificate of Insurance ☐ Certificate attached and approved ☐ No insurance required ☐

Risk Manager Initials: NA Date: 6/8/18

## SECTION V - LEGAL REVIEW

Non-appropriation clause ☐ Indemnity clause ☐ Termination clause ☐ E-verify clause ☐  
 Approved as to form and sufficiency ☐ If Board approval required, sent to Department for agenda item ☐

Attorney Initials: NA Date: 6/8/18

## SECTION VI - FINANCE DIRECTOR REVIEW AND PRE-AUDIT

Budgeted funds are available ☐ Contract has been pre-audited ☐

Finance Director Initials: NA Date: 6/8/18

## SECTION VII - COUNTY MANAGER REVIEW

Contract has been properly signed by all parties ☐

County Manager Initials: NA Date: 6/8/18

## SECTION VIII - CONTRACT ADMINISTRATOR COMPLETES

This document has been reviewed and approved by the Board of Commissioners and/or County Manager. ☐ Yes ☐ No Date: 6/8/18

Document fully executed, scanned and posted on the County website ☐ Date: 6/8/18

Contract Administrator Initials: NA Date: 6/8/18

## Fiscal Year Begins 7/1/18 Ends 6/30/19

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Omni Visions, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is \_\_\_\_\_ and DUNS Number (required if funding from a federal funding source).

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G)
- (9) Federal Certification Regarding Debarment (Attachment H)
- (10) *If applicable*, HIPAA Business Associate Addendum (checklist and forms)
- (11) Certification of Transportation (Attachment J)
- (12) *If applicable*, IRS federal tax exempt letter or 501 (c)(3) (Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (13) Certain Reporting and Auditing Requirements (Attachment L)
- (14) State Certification (Attachment M)
- (15) Iran Divestment Act Certification (Attachment N)
- (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 on 7/1/2018 and shall terminate on 6/30/2019, 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 approximately \$ 200,000 based on previous annual data.

This amount of federal, state, and county funds will vary according to client eligibility determination and is not a defined quantity. Those figures are available monthly in the PQA-022 report produced by NCDSS after payment distribution.

☒ a. There are no matching requirements from the Contractor.

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

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

The contributions from the Contractor shall be sourced from non-federal funds.  
The total contract amount including any Contractor match shall not exceed \$ 200,000.

**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	Donna F. Fayko, Director	Name & Title	Donna F. Fayko
County	Rowan	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	donna.fayko@rowancountync.gov		

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Brelyn Waddell	Name & Title	Brelyn Waddell
Company Name	Omni Visions, Inc.	Company Name	Omni Visions, Inc.
Mailing Address	3739 National Dr., Ste 220	Street Address	3739 National Dr., Ste 220
City State Zip	Raleigh, NC 27612-4063	City State Zip	Raleigh, NC 27612-4063
Telephone	919.334.0249 xt2120		
Fax	919.334.0251		
Email	bwaddell@omnivisions.com		

**10. Supplementation of Expenditure of Public Funds:**

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

**11. Disbursements:**

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

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

**12. Outsourcing to Other Countries:**


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

**13. Federal Certifications:**

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

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

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

 _____ Signature	<u>5.17.18</u> _____ Date
<u>Jane Wink</u> _____ Printed Name	<u>President</u> _____ Title

**COUNTY**

 _____ Signature	<u>6-4-18</u> _____ Date
<i>(must be legally authorized to sign contracts for County DSS)</i>	
<u>Donna F Fayko</u> _____ Printed Name	<u>Director</u> _____ Title

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

_____ Signature of County Finance Officer	_____ Date
--	---------------

**Attachment A  
General Terms and Conditions**

**Relationships of the Parties**

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

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

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

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

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

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

**Indemnity and Insurance**

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

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

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

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

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

#### Transportation of Clients by Contractor:

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

### Default and Termination

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

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

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

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

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

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

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

### Intellectual Property Rights

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

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

## Compliance with Applicable Laws

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

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

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

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

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

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

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

### **Trafficking Victims Protection Act of 2000 :**

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

**Executive Order # 24:** It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements

and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

## Confidentiality

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

## Oversight

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

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

## Warranties and Certifications

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



calculations. This warranty shall survive the termination or expiration of this contract.

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

### **E-Verify**

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

### **Miscellaneous**

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

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

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

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

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

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

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

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

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

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

# ATTACHMENT B – Scope of Work      Federal Tax Id. or SSN

## A. CONTRACTOR INFORMATION

1. Contractor Agency Name: **Omni Visions, Inc.**

2. *If different* from Contract Administrator Information in General Contract:

Address      Telephone Number:      Fax Number:      Email:

3. Name of Program (s): Foster Care/Therapeutic Foster Care/Child Placing Agency

4. Status (Public, Private-Not for Profit, Private-For Profit): Private, For Profit

5. Contractor's Financial Reporting Year 1/1 through 12/31 .

B. Explanation of Services to be provided and to whom (include SIS Service Code):  
Foster Care/Therapeutic Foster Care/Child Placing Agency

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

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

STANDARD FIXED RATES	Monthly Board			Daily Treatment*
	Age 0-5	Age 6-12	Age 13+	
Foster Care	\$475	\$581	\$634	
Therapeutic Foster Care				\$88.58
Residential Treatment (Level 2)				\$126.31
Child Placing Agency	\$1,433	\$1,564	\$1,638	
Residential Child Caring Institution	\$4,279	\$4,437	\$4,516	
STANDARD FIXED 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 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 3<sup>rd</sup> working day of the month and payment is issued no later than the 25<sup>th</sup> day of each month.

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

## G. MUTUAL AGREEMENT

### I. Both Parties Agree to:

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. 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:

#### Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns..
2. Enter data into the *Client Dashboard Data Capture Sheet* which will generate the aggregate data reports, which the Private Agency will share with the County. Data will be entered in accordance with the definitions provided in the *Performance Data Definition Guide*.
3. Ensure records are accessible for review for monitoring services rendered and for financial audits.
4. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

#### 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.
3. 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.
  - 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.
  - i. Visitation agreement (if applicable).
  - j. Child Health Status Component (DSS-5125-II).
  - k. Education Component (DSS-5245).
  - l. 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:**

1. 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.
5. 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.
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.
7. 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)

6-4-18  
(Date Submitted)

  
(Signature of Contractor)

5.17.18  
(Date Submitted)

\_\_\_\_\_  
(Signature of County Authorized Person)

\_\_\_\_\_  
(Date Submitted)

\_\_\_\_\_  
(Signature of Contractor)

\_\_\_\_\_  
(Date Submitted)

**Contractor: Omni Visions, Inc.**

**ATTACHMENT C**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
AND CERTIFICATION REGARDING NONDISCRIMINATION**

Rowan County Department of Social Services

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

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

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:


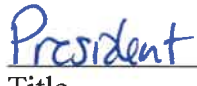

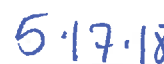
1. (Street address)  
(City, county, state, zip code)
2. (Street address)  
(City, county, state, zip code)

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

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment  
**45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

#### **Certification Regarding Nondiscrimination**

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

 _____ Signature	 _____ Title
 _____ Agency/Organization	 _____ Date

(Certification signature should be same as Contract signature.)



<b>Policy Title:</b>	Conflict of Interest		
<b>Policy Number:</b>	AM-EP.001-0VI-NC		
<b>Chapter:</b>	Administration and Management	<b>Subsection</b>	Ethics
<b>Nullifies:</b>	N/A		
<b>Date Approved:</b>	02/15/2018	<b>Date Effective:</b>	02/15/2018
<b>Revision History:</b>	N/A		
<b>Approving Authority:</b>	Treva Johnson, Executive Director-North Carolina		

**STATEMENT OF PURPOSE:**

The purpose of this policy and procedure is to protect the rights of those we serve and the operation of organization from impropriety of employees and board members.

**POLICY STATEMENT:**

Omni Visions, Inc. (Omni) prevents the enrichment of insiders and other abuses through the adoption and enforcement of a conflict of interest policy consistent with the laws of the states in which the company does business.

**SCOPE:**

All Omi employees and all persons having business with Omni

**DEFINITIONS: N/A****PROCEDURE:**

Agency staff persons are obligated to always act in the best interest of the organization. This obligation requires that any employee, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, employees are prohibited from using their job title, the organization's name or property, for private profit or benefit.

A. The officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from contractors/vendors. This is not intended to preclude bona-fide Organization fund raising-activities.

B. No 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 officer, employee, or agent;
2. Any member of their immediate family;
3. Their partner;
4. An organization in which any of the above is an officer, director, or employee;
5. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment.

C. Disclosure--Any possible conflict of interest shall be disclosed by the person or persons concerned.

D. Board Action--When a conflict of interest is relevant to a matter requiring action by the Board of Trustees, the interested person(s) shall call it to the attention of the Board of Trustees and said person(s) shall not vote on the matter. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall retire from the room during the vote of the

Board of Trustees. When there is a doubt as to whether a conflict exists, the matter shall be resolved by vote of the Board of Trustees, excluding the person(s) concerning whose situation the doubt has arisen.

E. Record of Conflict--The official minutes of the Board of Trustees shall reflect that the conflict of interest was disclosed and the interested person(s) was (were) not present during the final discussion or vote and did not vote on the matter.

**COMPLIANCE:**

<b>Related Policy:</b>	N/A
<b>Related Forms:</b>	Acknowledgement of Conflict of Interest
<b>Other Related Document:</b>	N/A



Attached Conflict of Interest is approved by:

Jane Wintz  
Jane Wintz, CEO/President, Omni Visions, Inc.

5.17.18  
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of Tennessee

County of Darwin

I, Gwendolyn Adkisson, Notary Public for said County and State,  
certify that Jane Wintz personally appeared before  
me this day and acknowledged that he/she is President

of Omni Visions, Inc. and by that authority duly given and as the act of the Organization,  
affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of

Directors/Trustees or other governing body in a meeting held on the 22<sup>nd</sup> day of  
March, 2007.

Sworn to and subscribed before me this 17<sup>th</sup> day of May, 2018

Gwendolyn Adkisson  
Notary Public



My Commission expires Aug. 3<sup>rd</sup>, 2019, 20 \_\_\_\_

.....



## Omni Visions

3739 National Drive Suite 220  
Raleigh, North Carolina 27612  
(919) 334-0249 (800) 851-8905  
Fax (919) 334-0251

Date: 5.17.18

To: Rowan County Department of Social Services

### Certification:

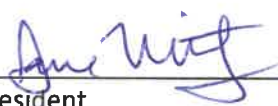
We certify that the Omni Visions, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23 c is guilty of a criminal offense punishable as provided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

### Sworn Statement:

Lee Kribbs and Jane Wintz being duly sworn, say that we are the Board Chair and President, respectively, of Omni Visions, Inc. of Nashville in the State of Tennessee; 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

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

  
(Notary Signature and Seal)

My Commission Expires: Aug. 8<sup>th</sup>, 2019

<sup>1</sup> 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.”

**Contractor: Omni Visions, Inc.**

**ATTACHMENT F**




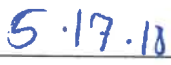
**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Rowan County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

 Signature	 Title
 Agency/Organization	 Date

(Certification signature should be same as Contract signature.)

**Contractor: Omni Visions, Inc.**

**Attachment G**

**Rowan County Department of Social Services**

**Certification Regarding Lobbying**

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

**Paragraph A.**

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity),

- or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
  - (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

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

**Paragraph B.**

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

**Paragraph C.**

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



settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

**Paragraph D.**

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

<u>Am Whit</u>	<u>President</u>
Signature	Title
<u>Omni Visions, Inc.</u>	<u>5.17.18</u>
Agency/Organization	Date

(Certification signature should be same as Contract signature.)

**ATTACHMENT H**

**Rowan County Department of Social Services**

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

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended,

ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

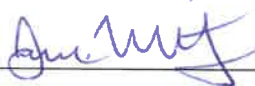
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person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

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

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

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

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

Signature	<u></u>	Title	<u>President</u>
Agency/Organization	<u>Omni Vision, Inc.</u>	Date	<u>5.17.18</u>

(Certification signature should be same as Contract signature.)

Contractor: Omni Visions, Inc.

## ATTACHMENT J

### CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services

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

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the 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

Omni Visions, Inc.

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](http://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 Taxpayer Advocate Service, 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.



Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- The text of G.S. 105-164.8(b) can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- The text of G.S. 143-59.2 can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2. (e)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

Certifications

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

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:

Counties Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

- (2) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
- (b) [check **one** of the following boxes]
- ☒ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c) (2) after December 31, 2001; **or**
- ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country"

as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

- (3) **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.
- (4) 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.

<u>Omni Visions, Inc.</u>	
Contractor's Name	
<u>[Signature]</u>	<u>5.17.18</u>
Signature of Contractor's Authorized Agent	Date
<u>Jane Wink</u>	<u>President</u>
Printed Name of Contractor's Authorized Agent	Title
<u>[Signature]</u>	<u>Paralegal</u>
Signature of Witness	Title
<u>Gwen Adkisson</u>	<u>5.17.18</u>
Printed Name of Witness	Date

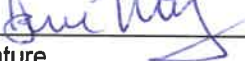
The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

**CERTIFICATION OF ELIGIBILITY**  
**Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.*\* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: \_

By: <u></u>	Date	<u>5.17.18</u>
Signature		
<u>Jane Wintz</u>	<u>President</u>	Printed
Name	Title	

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:  
<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>  
and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at [Meryl.Murtagh@nctreasurer.com](mailto:Meryl.Murtagh@nctreasurer.com) or (919) 814-3852.

\* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/08/2017

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).

<b>PRODUCER</b> AGA Insurance, Inc. 1176A N Kentucky Street Kingston, TN 37763	<b>CONTACT NAME:</b> Jo Ann Ferrell <b>PHONE (A/C, No, Ext):</b> 865-717-6737 <b>FAX (A/C, No):</b> 865-717-6638 <b>E-MAIL ADDRESS:</b> jferrell@agaii.com																					
<b>INSURED</b> 3LS, Inc, Omni Visions, Inc., Omni Community Services, Inc. & Omni Community Health, Inc. 301 S Perimeter Park Dr Ste #210 Nashville, TN 37211	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :</td><td>Capitol Indemnity Corporation</td><td></td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Capitol Indemnity Corporation		INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A :	Capitol Indemnity Corporation																					
INSURER B :																						
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 LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			HS02562345-03	08/03/2017	08/03/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> UIM/UIM			HS02562345-03	08/03/2017	08/03/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ 1,000,000
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS			HS20172178-01	08/03/2017	08/03/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made Retro Date 7/10/1991			HS02562345-03	08/03/2017	08/03/2018	Each Incident \$1,000,000 Aggregate \$3,000,000

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

SEXUAL ABUSE OR MOLESTATION LIABILITY WITH LIMITS OF \$1,000,000 EACH ACT & \$3,000,000 AGGREGATE IS INCLUDED.

**CERTIFICATE HOLDER****CANCELLATION**

3LS, Inc., Omni Visions, Inc., Omni Community Services, Inc.,  
Omni Community Health, Inc.  
"Proof 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

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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:** Finance Department  
**DATE:** 6/22/2018  
**SUBJECT:** Pinnacle Family Services Contract - Foster Care

---

Please see the attached contract.

Please approve the attached fiscal year 2019 contract between Pinnacle Family Services and the Social Services Department for Foster Care.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Pinnacle Family Services Contract - Foster Care	6/22/2018	Cover Memo



# ROWAN COUNTY CONTRACT CONTROL FORM

Date: 6/6/2018

## SECTION I - DEPARTMENT COMPLETES

Department: Social Services Account #: 1155420-593005 Amount: -  
 Account #: 1155425-593008 Amount: -  
 Total: \$200,000.00  
 Vendor name: Pinnacle Family Services Term Dates: 7/1/2018-6/30/2019  
 Contract description: Therapeutic Foster Care  
 POC name: Sharon Artis Phone: 919-790-8580  
 POC email: sharon.artis@pinnaclefamilyservices.org  
 Vendor mail address: 3125 Poplarwood Court, Suite 300, Raleigh, NC 27604 Vendor #: 18082

☒ New contract ☒ Contract renewal Munis contract #:           
☐ Amendment to contract ☐ Vendor signatures Munis BA #, if applicable:           
 Notes:         

Department Head Initials: SA Date: 6-6-18

## SECTION II - CONTRACT ADMINISTRATOR REVIEW

☒ Section I properly completed ☒ Requires Board approval (Y/N)  
☐ Budgeted funds are available 19  
 Contract Administrator Initials: DS Date: 6/8/18

## SECTION III - INFORMATION TECHNOLOGY REVIEW, IF APPLICABLE

This document has been reviewed and approved by the IT Director as to technical content.

IT Director Initials: NH Date:         

## SECTION IV - INSURANCE REVIEW

☐ Hold contract pending receipt of Certificate of Insurance ☐ Certificate attached and approved ☐ No insurance required  
 Risk Manager Initials:          Date:         

## SECTION V - LEGAL REVIEW

☐ Non-appropriation clause ☐ Indemnity clause ☐ Termination clause ☐ E-verify clause  
☐ Approved as to form and sufficiency ☐ If Board approval required, sent to Department for agenda item  
 Attorney Initials:          Date:         

## SECTION VI - FINANCE DIRECTOR REVIEW AND PRE-AUDIT

☐ Budgeted funds are available ☐ Contract has been pre-audited  
 Finance Director Initials:          Date:         

## SECTION VII - COUNTY MANAGER REVIEW

☐ Contract has been properly signed by all parties  
 County Manager Initials:          Date:         

## SECTION VIII - CONTRACT ADMINISTRATOR COMPLETES

This document has been reviewed and approved by the Board of Commissioners and/or County Manager. ☐ Yes ☐ No Date:           
☐ Document fully executed, scanned and posted on the County website Date:           
 Contract Administrator Initials:          Date:

**Contract #****Fiscal Year Begins 7/1/2018 Ends 6/30/2019**

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Pinnacle Family Services of North Carolina (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is \_\_\_\_\_ and DUNS Number (required if funding from a federal funding source). \_\_\_\_\_

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G)
- (9) Federal Certification Regarding Debarment (Attachment H)
- (10) *If applicable*, HIPAA Business Associate Addendum (checklist and forms)
- (11) Certification of Transportation (Attachment J)
- (12) *If applicable*, IRS federal tax exempt letter or 501 (c)(3) (Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (13) Certain Reporting and Auditing Requirements (Attachment L)
- (14) State Certification (Attachment M)
- (15) Contract Determination Questionnaire (required)

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

**2. Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.**3. Effective Period:** This contract shall be effective on 07/01/2018 and shall terminate on 6/30/2019, 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 \$ 200,000.00. 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.

The total contract amount including any Contractor match shall not exceed \$200,000.00.

**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	Donna F. Fayko, Director	Name & Title	Donna F. Fayko, Director
County	Rowan	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	donna.fayko@rowancountync.gov		

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Sharon Artis, Director of Corporate Services	Name & Title	Sharon Artis, Director of Corporate Services
Company Name	Pinnacle Family Services LLC	Company Name	Pinnacle Family Services LLC
Mailing Address	3125 Poplarwood Court, Suite 300	Street Address	3125 Poplarwood Court, Suite 300
City State Zip	Raleigh NC 27604	City State Zip	Raleigh NC 27604
Telephone	(919) 790-8580		
Fax	(919) 866-3255		
Email	sharon.artis@pinnaclefamilyservices.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 deleted 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 Date

\_\_\_\_\_  
Printed Name Title

**COUNTY**

\_\_\_\_\_  
Signature (must be legally authorized to sign contracts for County DSS) Date

\_\_\_\_\_  
Printed Name Title

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

\_\_\_\_\_  
Signature of County Finance Officer Date

**Attachment A  
General Terms and Conditions**

**Relationships of the Parties**

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

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

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

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

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

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

**Indemnity and Insurance**

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

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

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

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



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

#### Transportation of Clients by Contractor:

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

### Default and Termination

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

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

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

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

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

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

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

### Intellectual Property Rights

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

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

## Compliance with Applicable Laws

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

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

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

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

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

### **Trafficking Victims Protection Act of 2000 :**

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

**Executive Order # 24:** It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements

and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

## Confidentiality

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

## Oversight

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

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

## Warranties and Certifications

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

calculations. This warranty shall survive the termination or expiration of this contract.

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

### **E-Verify**

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

### **Miscellaneous**

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT B – Scope of Work      Federal Tax Id. or SSN****A.      CONTRACTOR INFORMATION**

1. Contractor Agency Name: Pinnacle Family Services LLC
2. *If different* from Contract Administrator Information in General Contract:  
Address                      Telephone Number:                      Fax Number:                      Email:
3. Name of Program (s):
4. Status:                      ☐ Public                      ☐ Private, Not for Profit                      ☒ Private, For Profit
5. Contractor's Financial Reporting Year January through December

B. Explanation of Services to be provided and to whom (include SIS Service Code):  
Therapeutic Foster Care, Child Placing Agency

C. Rate per unit of Service (define the unit): See Child Placing Agency below

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	\$475	\$581	\$634
Residential Treatment (Level 2)			
Child Placing Agency	\$1,433	\$1,564	\$1,638
Residential Child Caring Institution	\$4,279	\$4,437	\$4,516
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 to include \$60.00/day for Foster Care-Low, \$80.00/day for Foster Care-Medium, and \$110/day for Foster Care-High

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 3<sup>rd</sup> working day of the month and payment is issued no later than the 25<sup>th</sup> day of each month.

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

## G. MUTUAL AGREEMENT

### I. Both Parties Agree to:

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. 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:

#### Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns..
2. Enter data into the *Client Dashboard Data Capture Sheet* which will generate the aggregate data reports, which the Private Agency will share with the County. Data will be entered in accordance with the definitions provided in the *Performance Data Definition Guide*.
3. Ensure records are accessible for review for monitoring services rendered and for financial audits.
4. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

#### 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.
3. 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.
  - 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.
  - i. Visitation agreement (if applicable).
  - j. Child Health Status Component (DSS-5125-II).
  - k. Education Component (DSS-5245).
  - l. 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:**

1. 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.
5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

**Communication and Planning:**

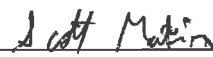
1. Coordinate required medical exams for each child and advise Private Partner of results.
2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
3. Share updated out-of-home family 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.
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.
7. 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)

6-6-18  
(Date Submitted)

\_\_\_\_\_  
(Signature of County Authorized Person)

\_\_\_\_\_  
(Date Submitted)

  
(Signature of Contractor)

5-29-18  
(Date Submitted)

\_\_\_\_\_  
(Signature of Contractor)

\_\_\_\_\_  
(Date Submitted)

**Contractor: Pinnacle Family Services, LLC**

**ATTACHMENT C**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
AND CERTIFICATION REGARDING NONDISCRIMINATION**

Rowan County Department of Social Services

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

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

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. 3125 Poplarwood Ct Suite 300

Raleigh, NC 27604

2. (Street address)

(City, county, state, zip code)

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

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment **45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

### **Certification Regarding Nondiscrimination**

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

Jett Mathis  
Signature

CEO  
Title

Pinnacle Family Services  
of North Carolina LLC  
Agency/Organization

5-27-17  
Date

(Certification signature should be same as Contract signature.)

# **Pinnacle Family Services of North Carolina LLC**

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## **Conflict of Interest**

You must avoid any actions that may involve, or may appear to involve, a conflict of interest with your obligation to the Company. You should disclose to your Company contact any situation where a conflict of interest may arise involving you or your immediate family.

Potential conflicts can usually be resolved correctly, and promptly, by using good judgment. You are encouraged to seek clarification of, and discuss questions about, potential conflicts with a supervisor or designated representative, in order to assist you in understanding where conflicts may arise, here are some guidelines.

A conflict of interest may arise when you:

- Have a personal financial interest that might affect business judgment.
- Allow private interests, whether personal, financial or of any other sort, to contradict or appear to contradict with your professional responsibilities;
- Gain personal enrichment through access to confidential information;
- Disclose proprietary information to anyone outside the Company or to insiders who do not have a need to know.
- Accept outside employment, except in the case of independent contractors or vendors;
- Accept gifts or benefits offered with the expressed or implied expectation of influencing a Company decision;
- Serve as a Director, Officer, Partner or in a managerial or consultant capacity, or have ownership (direct or by association) in an outside enterprise that does or is seeking to do business with Company.
- Act as a broker, finder, go-between or otherwise for the benefit of a third party in transactions involving or potentially involving the Company or its interest; or

# Pinnacle Family Services of North Carolina LLC

- Are a party to any other arrangement or circumstances, including family or other personal relationships, which might influence you against acting in the best interest of the Company.

Finally, **The Company** prefers that no family member have direct or indirect supervision over the progress, performance, pay or welfare of another family member. Together they may not be solely responsible with respect to matters of financial controls and inventories of Company property.

Approved by:

Pinnacle Family Services of North Carolina LLC

Name of Organization

Scott Martin

Signature of Organization Official

5-29-18

Date

## NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

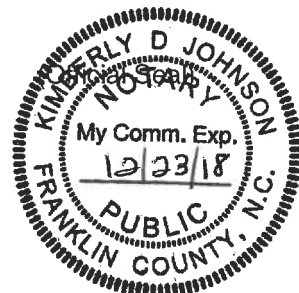
County of Wake

I, Kimberly D. Johnson, Notary Public for Franklin County and State, certify that Scott Martin personally appeared before me this day and acknowledged that he/she is CEO of Pinnacle Family Services LLC 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.

Sworn to and subscribed before me this 29th day of May, 2018.

Kimberly D. Johnson  
Notary Public

My Commission expires 12/23, 20 18





# Pinnacle Family Services of North Carolina, LLC

Date of Certification: 5/29/18

To: Rowan County Department of Social Services

Re: No Overdue Tax Debts Certification

Certification:

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

Sworn Statement:

Scott Martin and Sharon Artis being duly sworn, say that we are CEO and Director of Corporate Services, respectively, of Pinnacle Family Services of NC, LLC of Raleigh 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.

Scott Martin

CEO

Sharon Artis

Director of Corporate Services

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

Kimberly D. Johnson

Notary Signature and Seal



My Commission Expires: 12/23/18

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

**ATTACHMENT F**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Rowan County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

*Scott Martin*

Signature

*CEO*

Title

*Pinnacle Family Services of  
North Carolina LLC*

Agency/Organization

*5-29-18*

Date

(Certification signature should be same as Contract signature.)

**Contractor: Pinnacle Family Services, LLC**

**Attachment G**

**Rowan County Department of Social Services**

**Certification Regarding Lobbying**

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

**Paragraph A.**

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity),

- or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
  - (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

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

**Paragraph B.**

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

**Paragraph C.**

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

settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

**Paragraph D.**

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

*Scott Mathis*  
\_\_\_\_\_  
Signature  
*Pinnacle Family Services of North Carolina LLC*  
\_\_\_\_\_  
Agency/Organization

*CEO*  
\_\_\_\_\_  
Title  
*5-29-18*  
\_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)

**ATTACHMENT H**

**Rowan County Department of Social Services**

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

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended,



ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

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

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

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

*Scott M. M. M.*  
Signature

*CEO*  
Title

*Pinnacle Family Services of  
North Carolina LLC*  
Agency/Organization

*5-29-18*  
Date

(Certification signature should be same as Contract signature.)

**Contractor: Pinnacle Family Services, LLC**

**ATTACHMENT J**

**CERTIFICATION REGARDING TRANSPORTATION**

Rowan County Department of Social Services

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

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the 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*).

*Scott McGee*  
Signature  
*Pinnacle Family Services  
of North Carolina LLC*  
Agency/Organization

*CEO*  
Title  
*5-29-18*  
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](http://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 Taxpayer Advocate Service, 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.

## Attachment M State Certifications Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](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](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](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](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](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](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](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

### Certifications

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

- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

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

Contractor's Name Pinnacle Family Services of North Carolina LLC

Contractor's

Authorized Agent:

Signature

*Scott Martin*

Date:

*5-19-18*

Printed Name: Scott Martin

Title: CEO

Witness:

Signature

*Sharon D. Artis*

Date:

*5/29/2018*

Printed Name

*Sharon D. Artis*

Title

*Director of Corporate Services*

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

**Contractor: Pinnacle Family Services, LLC**

**Attachment N  
CERTIFICATION OF ELIGIBILITY  
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.*\* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: Pinnacle Family Services of North Carolina LLC

By: <u>Scott Martin</u>	<u>5-29-18</u>
Signature	Date
<u>Scott Martin</u>	<u>CEO</u>
Name	Title

Printed

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:  
<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>  
and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at [Meryl.Murtagh@nctreasurer.com](mailto:Meryl.Murtagh@nctreasurer.com) or (919) 814-3852.

\* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/23/2018

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).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Miami FL 33178	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): 305-591-0090 <b>E-MAIL ADDRESS:</b> <b>FAX</b> (A/C, No): 212-948-5665
<b>INSURED</b> Pinnacle Family Services of North Carolina LLC 1395 Brickell Avenue, Ste 101 Miami FL 33131	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Landmark American Insurance Company <b>INSURER B:</b> Underwriters at Lloyd's London (IL) <b>INSURER C:</b> Wesco Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>PINNAFAMIL</b>	<b>NAIC #</b> 33138 15792 25011

**COVERAGES****CERTIFICATE NUMBER:** 140126737**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 LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Ded: \$5,000 <input checked="" type="checkbox"/> Sexual & Molest GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	LHC766846	11/30/2017	11/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Sexual Abuse & Mol. \$ 1,000,000
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		LHC766846	11/30/2017	11/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 15,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		W1A22A160301	11/30/2017	11/30/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WWC3316087	11/30/2017	11/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made Retro: 11/30/2015		LHC766846	11/30/2017	11/30/2018	Aggregate Each Claim Deductible 3,000,000 1,000,000 \$50,000

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

Certificate Holder, as Contractor, are Additional Insureds as respects General Liability. General Liability is primary and non-contributory. Sexual abuse and molestation are included in the policy, no Endorsement is necessary. All of the above is applicable when required by written contract subject to the terms, conditions and exclusions of the policy.

**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

**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:** 6/22/2018  
**SUBJECT:** Carolina Family Connections Contract - Foster Care

---

Please see the attached contract.

Please approve the attached fiscal year 2019 contract between Carolina Family Connections and the Social Services Department for Foster Care.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Carolina Family Connections Contract - Foster Care	6/22/2018	Cover Memo

**Date:** 5/21/2018

Department:	<u>Social Services</u>	Account #:	<u>1155420-593005</u>	Amount:	<u>                                -</u>
		Account #:	<u>1155425-593008</u>	Amount:	<u>                                -</u>
				Total:	<u>\$150,000.00, not to exceed</u>
Vendor name:	<u>Carolina Family Connections</u>	Term Dates:	<u>7/1/2018-6/30/2019</u>		
Contract description:	<u>Therapeutic Foster Care</u>				
POC name:	<u>Laine Clontz</u>	Phone:	<u>704-568-9753</u>		
POC email:	<u>lclontz@carolinafamilyconnections.com</u>				
Vendor mail address:	<u>3141 Amity Court, Suite 200, Charlotte, NC 28215</u>			Vendor #:	<u>12906</u>
<input type="checkbox"/> New contract	<input checked="" type="checkbox"/>	Contract renewal	Munis contract #:		
<input type="checkbox"/> Amendment to contract	<input type="checkbox"/>	Vendor signatures	Munis BA #, if applicable:		

**Notes:**

Department Head Initials:

Date: 5-22-18

Section I properly completed Y Requires Board approval (Y/N)

Contract Administrator Initials:

Date: 6/8/18

This document has been reviewed and approved by the IT Director as to technical content.

IT Director Initials:

Date:

_____	Hold contract pending receipt of Certificate of Insurance	_____	Certificate attached and approved	_____	No insurance required
-------	---	-------	-----------------------------------	-------	-----------------------

Risk Manager Initials:

Date:

Non-appropriation clause \_\_\_\_\_ Indemnity clause \_\_\_\_\_ Termination clause \_\_\_\_\_ E-verify clause \_\_\_\_\_  
Approved as to form and sufficiency \_\_\_\_\_ If Board approval required, sent to Department for agenda item \_\_\_\_\_

Attorney Initials:

Date:

Budgeted funds are available	Contract has been pre-audited
------------------------------	-------------------------------

Finance Director Initials:

Date:

Contract has been properly signed by all parties

County Manager Initials:

Date:

This document has been reviewed and approved by the Board of Commissioners and/or County Manager.

Yes No

Date:

Document fully executed, scanned and posted on the County website

Date:

Contract Administrator Initials:

Date:

## Fiscal Year Begins 7/1/18 Ends 6/30/19

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 \_\_\_\_\_ and DUNS Number (required if funding from a federal funding source).

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G)
- (9) Federal Certification Regarding Debarment (Attachment H)
- (10) *If applicable*, HIPAA Business Associate Addendum (checklist and forms)
- (11) Certification of Transportation (Attachment J)
- (12) *If applicable*, IRS federal tax exempt letter or 501 (c)(3) (Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (13) Certain Reporting and Auditing Requirements (Attachment L)
- (14) State Certification (Attachment M)
- (15) Iran Divestment Act Certification (Attachment N)
- (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 on 7/1/2018 and shall terminate on 6/30/2019, 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 approximately \$ 150,000.00 based on previous annual data.

This amount of federal, state, and county funds will vary according to client eligibility determination and is not a defined quantity. Those figures are available monthly in the PQA-022 report produced by NCDSS after payment distribution.

☒ a. There are no matching requirements from the Contractor.

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

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

The contributions from the Contractor shall be sourced from non-federal funds.  
The total contract amount including any Contractor match shall not exceed \$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
Name & Title Donna F. Fayko, Director County Rowan Mailing Address 1813 East Innes Street City, State, Zip Salisbury NC 28146  Telephone 704.216.8422 Fax 704.638.3041 Email donna.fayko@rowancountync.gov	Name & Title Donna F. Fayko County Rowan Street Address 1813 East Innes Street City, State, Zip Salisbury NC 28146

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Laine Clontz Company Name Carolina Family Connections Mailing Address 3141 Amity Court, Suite 200 City State Zip Charlotte, NC 28215  Telephone 704.568.9753 Fax 704.568.9756 Email lclontz@carolinafamilyconnections.com	Name & Title Laine Clontz Company Name Carolina Family Connections Street Address 3141 Amity Court, Suite 200 City State Zip Charlotte, NC 28215

**10. Supplementation of Expenditure of Public Funds:**

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

**11. Disbursements:**

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

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

**12. Outsourcing to Other Countries:**

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

**13. Federal Certifications:**

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

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

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Ritonic Melchor May 11, 2018  
Signature Date  
Ritonic Melchor Vice President  
Printed Name Title

**COUNTY**

Donna F. Fayko 5-14-18  
Signature (must be legally authorized to sign contracts for County DSS) Date  
Donna F Fayko 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



**Attachment A  
General Terms and Conditions**

**Relationships of the Parties**

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

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

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

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

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

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

**Indemnity and Insurance**

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

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

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

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

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

#### Transportation of Clients by Contractor:

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

### Default and Termination

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

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

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

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

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

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

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

### Intellectual Property Rights

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

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

## Compliance with Applicable Laws

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

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

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

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

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

### **Trafficking Victims Protection Act of 2000 :**

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

**Executive Order # 24:** It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements

and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

## Confidentiality

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

## Oversight

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

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

## Warranties and Certifications

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

calculations. This warranty shall survive the termination or expiration of this contract.

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

### **E-Verify**

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

### **Miscellaneous**

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

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

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

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

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

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

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

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

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

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

## ATTACHMENT B – Scope of Work      Federal Tax Id. or SSN

### A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Carolina Family Connections
2. *If different* from Contract Administrator Information in General Contract:  
 Address                      Telephone Number:                      Fax Number:                      Email:
3. Name of Program (s): Foster Care/Child Placing Agency
4. Status (Public, Private-Not for Profit, Private-For Profit): Private, Not for Profit
5. Contractor's Financial Reporting Year    7/1 through 6/30

### B. Explanation of Services to be provided and to whom (include SIS Service Code): Foster Care/Child Placing Agency

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

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

STANDARD FIXED RATES	Monthly Board			Daily Treatment*
	Age 0-5	Age 6-12	Age 13+	
Foster Care	\$475	\$581	\$634	
Therapeutic Foster Care				\$88.58
Residential Treatment (Level 2)				\$126.31
Child Placing Agency	\$1,433	\$1,564	\$1,638	
Residential Child Caring Institution	\$4,279	\$4,437	\$4,516	
STANDARD FIXED 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 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 3<sup>rd</sup> working day of the month and payment is issued no later than the 25<sup>th</sup> day of each month.

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

## G. MUTUAL AGREEMENT

### I. Both Parties Agree to:

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. 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:

#### Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns..
2. Enter data into the *Client Dashboard Data Capture Sheet* which will generate the aggregate data reports, which the Private Agency will share with the County. Data will be entered in accordance with the definitions provided in the *Performance Data Definition Guide*.
3. Ensure records are accessible for review for monitoring services rendered and for financial audits.
4. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

#### 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.
3. 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.
  - 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.
  - i. Visitation agreement (if applicable).
  - j. Child Health Status Component (DSS-5125-II).
  - k. Education Component (DSS-5245).
  - l. 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:**

1. 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.
5. 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.
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.
7. 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)

5-14-18  
(Date Submitted)

  
(Signature of Contractor)

May 11, 2018  
(Date Submitted)

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
AND CERTIFICATION REGARDING NONDISCRIMINATION

Rowan County Department of Social Services

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

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

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. (Street address)  
(City, county, state, zip code)
2. (Street address)  
(City, county, state, zip code)

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

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment  
**45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

#### **Certification Regarding Nondiscrimination**

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

Ritchie Melchor  
Signature

Vice President  
Title

Carolina Family Connections  
Agency/Organization

May 11, 2018  
Date

(Certification signature should be same as Contract signature.)

**Contractor: Carolina Family Connections**

**ATTACHMENT D**

**Conflict of Interest Policy**

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

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

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

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

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

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

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

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual



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

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

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

Approved by:

Caroline Family Connections  
Name of Organization

Ritchie Melchor  
Signature of Organization Official

May 11, 2018  
Date

### NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Mecklenburg

I, Celia Gayle Robinson, Notary Public for said County and State, certify that

Ritchie Melchor personally appeared before me this day and acknowledged

that he/she is Vice President of Carolina Family Connections [enter name of entity]

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 18th day of February, 2007.

Sworn to and subscribed before me this 11 day of May, 2018.

Celia Gayle Robinson  
(Official Seal)



Notary Public

My Commission expires 07.25, 20 22



3141 Amity Court • Suite 200  
Charlotte, NC 28215-5745

PHONE: 704.568.9753

FAX: 704.568.9756

[www.carolinafamilyconnections.com](http://www.carolinafamilyconnections.com)

Date of Certification: May 23, 2018

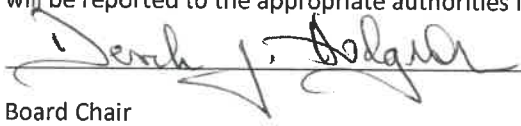

To: Rowan County Department of Social Services

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 Laine Clontz being duly sworn, say that we are the Board Chair and 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

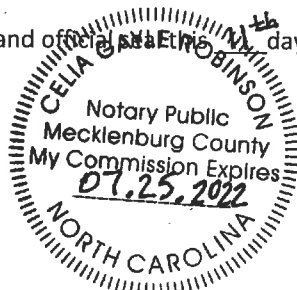
COUNTY OF MECKLENBURG

I, Celia Gayle Robinson  
Mecklenburg County, a Notary Public for the County of Mecklenburg

State of North Carolina, do certify that Laine Clontz and Derek Hodgson personally appeared before

Me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23<sup>rd</sup> day of May, 2018



  
Notary Public Signature

Celia Gayle Robinson

Notary Public (Typed or Printed)

My Commission Expires:

07.25.2022

**ATTACHMENT F**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Rowan County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

Ritonia Melchor  
Signature

Vice President  
Title

Carolina Family Connections  
Agency/Organization

May 11, 2018  
Date

(Certification signature should be same as Contract signature.)

**Contractor: Carolina Family Connections**

**Attachment G**

**Rowan County Department of Social Services**

**Certification Regarding Lobbying**

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

**Paragraph A.**

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity),

- or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
  - (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

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

**Paragraph B.**

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

**Paragraph C.**

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



settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

**Paragraph D.**

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

<u>Ritchie Mulvan</u>	<u>Vice President</u>
Signature	Title
<u>Carolina Family Connections</u>	<u>May 11, 2018</u>
Agency/Organization	Date

(Certification signature should be same as Contract signature.)

**ATTACHMENT H**

**Rowan County Department of Social Services**

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

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended,

ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

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

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

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

Ritoni Mulcha  
Signature

Vice President  
Title

Carolina Family Connection  
Agency/Organization

May 11, 2018  
Date

(Certification signature should be same as Contract signature.)

**Contractor: Carolina Family Connections**

**ATTACHMENT J**

**CERTIFICATION REGARDING TRANSPORTATION**

Rowan County Department of Social Services

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

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the 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*).

Ritchie Melcher  
Signature

Vice President  
Title

Carolina Family Connections  
Agency/Organization

May 11, 2018  
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](http://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 Taxpayer Advocate Service, 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.

Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- The text of G.S. 105-164.8(b) can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at:  
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- The text of G.S. 143-59.2 can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2. (e)) can be found online at:  
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

Certifications

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

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:

Counties Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

- (2) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
- (b) [check one of the following boxes]

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



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

- (3) 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.
- (4) 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.

<u>Carolina Family Connections</u>	
Contractor's Name	
<u>Ritchie Melchor</u>	<u>May 11, 2018</u>
Signature of Contractor's Authorized Agent	Date
<u>Ritchie Melchor</u>	<u>Vice President</u>
Printed Name of Contractor's Authorized Agent	Title
<u>Laine Clortz</u>	<u>President</u>
Signature of Witness	Title
<u>Laine Clortz</u>	<u>05/11/18</u>
Printed Name of Witness	Date

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

**Contractor: Carolina Family Connections**

**Attachment N**  
**CERTIFICATION OF ELIGIBILITY**  
**Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.*\* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: Carolina Family Connections

By: <u>Ritchie Melchor</u>	<u>May 11, 2018</u>	
Signature	Date	
<u>Ritchie Melchor</u>	<u>Vice President</u>	Printed
Name	Title	

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:  
<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>  
and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at [Meryl.Murtagh@nctreasurer.com](mailto:Meryl.Murtagh@nctreasurer.com) or (919) 814-3852.

\* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/23/2018

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 Cleo Blue BLUE ASSOCIATES, LLC 150 N. STEELE STREET SANFORD NC, 27330	CONTACT NAME: Cleo Blue PHONE (A/C, No, Ext): (919) 775-2205 FAX (A/C, No): (919) 775-2365 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Company INSURER B: Bloomington Compensation Ins. Co. INSURER C: Markel Insurance Company INSURER D: Markel Insurance Company INSURER E: INSURER F:
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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 LTR	TYPE OF INSURANCE	ADDL(SUBR) INSD(Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Sexual Abuse & Molestation GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	HUP2077-0	07/01/17	07/01/18	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ \$5,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$3,000,000 PRODUCTS - COMP/OP AGG \$ \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	HUA2076-01	07/01/17	07/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	NC-NC-034475-4	01/22/18	01/22/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$100,000 E.L. DISEASE - EA EMPLOYEE \$ \$100,000 E.L. DISEASE - POLICY LIMIT \$ \$500,000
A	Sexual Abuse & Molestation		HUP2077-0	07/01/17	07/01/18	\$1,000,000 per occurrence \$1,000,000 aggregate

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

## CERTIFICATE HOLDER

Rowan County DSS  
1813 East Innes Street  
Salisbury, NC 28146

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Cleo D Blue / ss

**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:** 6/22/2018  
**SUBJECT:** Barium Springs Home for Children Contract - Foster Care

---

Please see the attached contract.

Please approve the attached fiscal year 2019 contract between Barium Springs Home for Children and the Social Services Department for Foster Care.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Barium Springs Home for Children Contract - Foster Care	6/22/2018	Cover Memo

# ROWAN COUNTY CONTRACT CONTROL FORM

Date: 5/31/2018

## SECTION I - DEPARTMENT COMPLETES

Department: <u>Social Services</u>	Account #: <u>1155420-593005</u>	Amount: <u>-</u>
	Account #: <u>1155425-593008</u>	Amount: <u>-</u>
	Total: <u>\$30,000.00</u>	
Vendor name: <u>Barium Springs Home for Children/Children's Hope Alliance</u>		Term Dates: <u>7/1/2018-6/30/2019</u>
Contract description: <u>Therapeutic Foster Care</u>		
POC name: <u>Beth Ellis</u>	Phone: <u>704-832-2200 ext. 2112</u>	
POC email: <u>EDEllis@childrenshopealliance.org</u>		
Vendor mail address: <u>PO Box 1, Barium Springs, NC 28010-0001</u>		Vendor #: <u>7823</u>
<input type="checkbox"/> New contract	<input checked="" type="checkbox"/> Contract renewal	Munis contract #: <u></u>
<input type="checkbox"/> Amendment to contract	<input type="checkbox"/> Vendor signatures	Munis BA #, if applicable: <u></u>

Notes:

Department Head Initials: DS Date: 5.31.18

## SECTION II - CONTRACT ADMINISTRATOR REVIEW

<input checked="" type="checkbox"/> Section I properly completed	<input checked="" type="checkbox"/> Requires Board approval (Y/N)
<input type="checkbox"/> Budgeted funds are available <u>'19</u>	
Contract Administrator Initials: <u>DS</u>	Date: <u>6/8/18</u>

## SECTION III - INFORMATION TECHNOLOGY REVIEW, IF APPLICABLE

This document has been reviewed and approved by the IT Director as to technical content.

IT Director Initials: MA Date:

## SECTION IV - INSURANCE REVIEW

<input type="checkbox"/> Hold contract pending receipt of Certificate of Insurance	<input type="checkbox"/> Certificate attached and approved	<input type="checkbox"/> No insurance required
Risk Manager Initials: <u></u>		Date: <u></u>

## SECTION V - LEGAL REVIEW

<input type="checkbox"/> Non-appropriation clause	<input type="checkbox"/> Indemnity clause	<input type="checkbox"/> Termination clause	<input type="checkbox"/> E-verify clause
<input type="checkbox"/> Approved as to form and sufficiency		<input type="checkbox"/> If Board approval required, sent to Department for agenda item	
Attorney Initials: <u></u>		Date: <u></u>	

## SECTION VI - FINANCE DIRECTOR REVIEW AND PRE-AUDIT

<input type="checkbox"/> Budgeted funds are available	<input type="checkbox"/> Contract has been pre-audited
Finance Director Initials: <u></u>	Date: <u></u>

## SECTION VII - COUNTY MANAGER REVIEW

<input type="checkbox"/> Contract has been properly signed by all parties
County Manager Initials: <u></u> Date: <u></u>

## SECTION VIII - CONTRACT ADMINISTRATOR COMPLETES

This document has been reviewed and approved by the Board of Commissioners and/or County Manager. ☐ Yes ☐ No Date:

☐ Document fully executed, scanned and posted on the County website Date:

Contract Administrator Initials:  Date:

## Fiscal Year Begins 7/1/18 Ends 6/30/19

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Barium Springs Home for Children dba Children's Hope Alliance (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is \_\_\_\_\_ and DUNS Number (required if funding from a federal funding source).

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G)
- (9) Federal Certification Regarding Debarment (Attachment H)
- (10) *If applicable*, HIPAA Business Associate Addendum (checklist and forms)
- (11) Certification of Transportation (Attachment J)
- (12) *If applicable*, IRS federal tax exempt letter or 501 (c)(3)(Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (13) Certain Reporting and Auditing Requirements (Attachment L)
- (14) State Certification (Attachment M)
- (15) Iran Divestment Act Certification (Attachment N)
- (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 on 7/1/2018 and shall terminate on 6/30/2019, 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 approximately \$ 30,000 based on previous annual data.

This amount of federal, state, and county funds will vary according to client eligibility determination and is not a defined quantity. Those figures are available monthly in the PQA-022 report produced by NCDSS after payment distribution.

☒ a. There are no matching requirements from the Contractor.

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

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

The contributions from the Contractor shall be sourced from non-federal funds.  
The total contract amount including any Contractor match shall not exceed \$ 30,000.

**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	Donna F. Fayko, Director	Name & Title	Donna F. Fayko
County	Rowan	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	donna.fayko@rowancountync.gov		

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Beth Ellis	Name & Title	Beth Ellis
Company Name	Barium Springs Home for Children	Company Name	Barium Springs Home for Children
Mailing Address	PO Box 1	Street Address	156 Frazier Loop
City State Zip	Barium Springs NC 28010-0001	City State Zip	Statesville NC 28677
Telephone	704.832.2200 xt 2112		
Fax	704.838.1541		
Email	EDEllis@childrenshopealliance.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. 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.

Celeste Dominguez 5/16/2018  
Signature Date  
Celeste Dominguez President/CEO  
Printed Name Title

**COUNTY**

Donna F. Fayko 5-31-18  
Signature *(must be legally authorized to sign contracts for County DSS)* Date  
Donna F Fayko 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

## Contractor: Barium Springs Home for Children dba Children's Hope Alliance

### Attachment A General Terms and Conditions

#### Relationships of the Parties

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

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

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

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

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

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

#### Indemnity and Insurance

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

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

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

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

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

#### Transportation of Clients by Contractor:

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

### Default and Termination

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

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

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

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

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

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

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

### Intellectual Property Rights

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

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

## Compliance with Applicable Laws

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

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

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

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

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

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

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

### **Trafficking Victims Protection Act of 2000 :**

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

**Executive Order # 24:** It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements

and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

## Confidentiality

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

## Oversight

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

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

## Warranties and Certifications

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



calculations. This warranty shall survive the termination or expiration of this contract.

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

### **E-Verify**

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

### **Miscellaneous**

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

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

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

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

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

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

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

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

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

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



**ATTACHMENT B – Scope of Work      Federal Tax Id. or SSN**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: **Barium Springs Home for Children dba Children's Hope Alliance**
2. *If different* from Contract Administrator Information in General Contract:  
 Address      Telephone Number:      Fax Number:      Email:
3. Name of Program (s): Foster Care/Therapeutic Foster Care/Residential Care/Child Placing Agency
4. Status (Public, Private-Not for Profit, Private-For Profit): Private, Not for Profit
5. Contractor's Financial Reporting Year    October through    September

**B. Explanation of Services to be provided and to whom (include SIS Service Code):**  
 Foster Care/Therapeutic Foster Care/Residential Care/Child Placing Agency

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

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

STANDARD FIXED RATES	Monthly Board			Daily Treatment*
	Age 0-5	Age 6-12	Age 13+	
Foster Care	\$475	\$581	\$634	
Therapeutic Foster Care				\$88.58
Residential Treatment (Level 2)				\$126.31
Child Placing Agency	\$1,433	\$1,564	\$1,638	
Residential Child Caring Institution	\$4,279	\$4,437	\$4,516	
STANDARD FIXED 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 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 3<sup>rd</sup> working day of the month and payment is issued no later than the 25<sup>th</sup> day of each month.

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

## G. MUTUAL AGREEMENT

### I. Both Parties Agree to:

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. 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:

### Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns..
2. Enter data into the *Client Dashboard Data Capture Sheet* which will generate the aggregate data reports, which the Private Agency will share with the County. Data will be entered in accordance with the definitions provided in the *Performance Data Definition Guide*.
3. Ensure records are accessible for review for monitoring services rendered and for financial audits.
4. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

### 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.
3. 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.
  - 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.
  - i. Visitation agreement (if applicable).
  - j. Child Health Status Component (DSS-5125-II).
  - k. Education Component (DSS-5245).
  - l. 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:**

1. 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.
5. 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.
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.
7. 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)

5-31-18  
(Date Submitted)

\_\_\_\_\_  
(Signature of County Authorized Person)

  
(Signature of Contractor)

5/16/2018  
(Date Submitted)

  
(Signature of Contractor)

\_\_\_\_\_  
(Date Submitted)

5/16/2018  
\_\_\_\_\_  
(Date Submitted)



**Contractor: Barium Springs Home for Children dba Children's Hope Alliance**

**ATTACHMENT C**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
AND CERTIFICATION REGARDING NONDISCRIMINATION**

Rowan County Department of Social Services

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

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

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. (Street address)  
(City, county, state, zip code)
2. (Street address)  
(City, county, state, zip code)

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

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment **45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

#### **Certification Regarding Nondiscrimination**

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

Celeste Dominguez President/CEO  
Signature Title

Barriom Springs Home for Children 5/16/2018  
Agency/Organization Date

(Certification signature should be same as Contract signature.)



## Attachment D

**Policy Number:** 105.04

**Subject:** Conflicts of Interest

**Effective Date of Policy:** 10/1/2016

**Covered Entities:** Children's Hope Alliance and subsidiaries

**Policy Statement:** No staff, volunteer and/or Board of Director shall prosper unfairly or be given preferential treatment because of their relationship with the agency. Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the Company wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards.

Business dealings with outside entities should not result in unusual gains for the employee or the outside entity. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the Company's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No presumption of guilt is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the Chief Executive Officer or designee as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

**Approved by Children's Hope Alliance Board: 9/26/2016**

### **Procedures:**

- A.** Employees and paid consultants shall avoid both the fact and the appearance of conflict of interest, financial and otherwise. No employee or paid consultant may have direct or indirect financial interest in the assets, leases, transactions or professional services of the agency.
- B.** Governing body members do not accept honoraria from the organization except where permitted by law and agency bylaws.
- C.** Board of Directors and Trustees who have a direct or indirect financial interest in the assets, leases, transactions or professional services of the agency may not have a financial gain beyond the fair market value for those services or relationships
- D.** No employee, volunteer or board member shall seek, accept or make financial compensation for referring clients to other agencies or for referrals to the agency.
- E.** Employees, paid consultants and board members shall receive no preferential treatment in applying for and receiving the services of the agency.

- F. No employee shall direct applicants, clients or their families to a private practice in which agency personnel or consultants may be engaged. Employees leaving the agency to enter private practice shall not be referred cases for a period of one year and shall never be referred clients from their caseload while an employee. If such referrals are necessary based on client need, these referrals should be approved in advance by the Chief Operating Officer or designee.
- G. Employees shall not be permitted to engage in private practice in the facilities of the agency.
- H. An individual, who is an employee or spouse of an employee at the Director level or above; or the Board of Regents, is not eligible to be licensed as a Therapeutic Foster Parent by the agency. These persons, if licensed by another licensing entity, cannot accept placements from the agency.
- I. The Board of Directors members who are personnel or relatives of personnel should excuse themselves on matters where objectivity would be compromised (e.g., promotions, salaries, specific benefit packages). Any violation of this should be reported to the appropriate Corporate Compliance Officer or Human Resources without concern for reprisal.

Approved by Senior Management Team: 9/16/2016

Approved by:

Barium Springs Home for Children

Name of Organization

Celeste Dominguez

Signature of Organization Official

5/16/2018

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Wilkes

I, Elizabeth Dawn Ellis, Notary Public for said County and State, certify that

Celeste Dominguez personally appeared before me this day and acknowledged

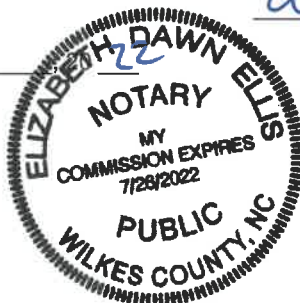
that he/she is President/CEO of Barium Springs Home for Children  
[enter name of entity]

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 16th day of Sept, 2016.

Sworn to and subscribed before me this 16th day of May, 2018.

My Commission expires July 26 (Official Seal)

Elizabeth Dawn Ellis  
Notary Public



## Attachment E – No Overdue Tax Debts



**April 1, 2017**

To: County Department of Social Services

**Certification:**

We certify that the Barium Springs Home for Children 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.

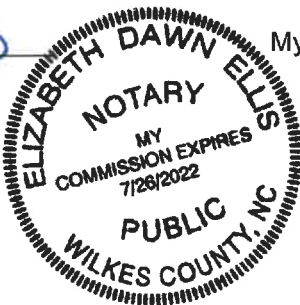
**Sworn Statement:**

Olivia Zahler and Celeste Dominguez, being duly sworn, say that we are the Board Chair and President/CEO, respectively, of Barium Springs Home for Children of Barium Springs 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.

*Olivia Zahler*  
Board Chair  
*Celeste Dominguez*  
President/CEO

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

*Elizabeth Dawn Ellis*  
(Notary Signature and Seal)



My Commission Expires: 7/26/2022

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

**ATTACHMENT F**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Rowan County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

Celeste Dominguez      President/CEO  
Signature      Title

Barium Springs Home for Children      5/16/2018  
Agency/Organization      Date

(Certification signature should be same as Contract signature.)



**Contractor: Barium Springs Home for Children dba Children's Hope Alliance**

**Attachment G**

**Rowan County Department of Social Services/Human Services**

**Certification Regarding Lobbying**

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

**Paragraph A.**

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity),

or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

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

**Paragraph B.**

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

**Paragraph C.**

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

settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

**Paragraph D.**

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

<u>Celeste Dominguez</u>	<u>President / CEO</u>
Signature	Title
<u>Barium Springs Home for Children</u>	<u>5/16/2018</u>
Agency/Organization	Date

(Certification signature should be same as Contract signature.)

**Contractor: Barium Springs Home for Children dba Children's Hope Alliance**

**ATTACHMENT H**

**Rowan County Department of Social Services**

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

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended,









OGDEN UT 84201-0046

In reply refer to: 0423258262  
Aug. 30, 2016 LTR 3910C 0  
56-0529993 000000 00  
00022205  
BODC: TE

CHILDRENS HOPE ALLIANCE  
BARIUM SPRINGS HOME FOR CHILDREN  
PO BOX 1  
BARIUM SPNGS NC 28010

013727

Dear Taxpayer:

Thank you for the inquiry dated July 22, 2016.

Our records indicate that you are a subordinate of GEN 4357, exempt under Section 501(c) 3 of the Internal Revenue Code.

You can get any of the forms, publications, or instructions mentioned in this letter by calling 1-800-TAX-FORM (1-800-829-3676) or visiting our website at [www.irs.gov/formspubs](http://www.irs.gov/formspubs).

If you have questions, you can call IRS Customer Account Services at 1-877-829-5500.

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 this letter and provide in the spaces below, your telephone number and the hours we can reach you. Keep a copy of this letter for your records.

Telephone Number ( ) \_\_\_\_\_ Hours \_\_\_\_\_

Sincerely yours,

A handwritten signature in black ink, reading "Nicole T. Salazar".

Nicole T. Salazar  
Dept. Manager, Code & Edit/Entity 3

Enclosures:  
Copy of this letter

Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- The text of G.S. 105-164.8(b) can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- The text of G.S. 143-59.2 can be found online at: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2. (e)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

Certifications

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

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:

Counties Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

- (2) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
- (b) [check **one** of the following boxes]



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

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

(3) **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.

(4) 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.

Barium Springs Home for Children

Contractor's Name

*Celeste Dominguez*

5/16/2018

Date

Signature of Contractor's Authorized Agent

Celeste Dominguez

Printed Name of Contractor's Authorized Agent

President/CEO

Title

*Beth Ellis*

Signature of Witness

Contracts Administrator

Title

Beth Ellis

Printed Name of Witness

5/16/2018

Date

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

**Contractor: Barium Springs Home for Children dba Children's Hope Alliance**

**Attachment N  
CERTIFICATION OF ELIGIBILITY  
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.*\* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: \_

By: <u>Celeste Dominguez</u>		<u>5/16/2018</u>	
Signature		Date	
<u>Celeste Dominguez</u>		<u>President/CEO</u>	Printed
Name		Title	

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:  
<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>  
and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at [Meryl.Murtagh@nctreasurer.com](mailto:Meryl.Murtagh@nctreasurer.com) or (919) 814-3852.

\* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.



CHILD-9 OP ID: JY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/29/2017

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 Brown & Brown of the LV 3001 Emrick Blvd, Suite 120 Bethlehem, PA 18020	CONTACT NAME: PHONE (A/C, No, Ext): 610-974-9490 FAX (A/C, No): 610-974-9791 E-MAIL: ADDRESS:	
INSURED Barium Springs Home for Children PO Box 1 Barium Springs, NC 28010-0001	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insu Co	18058
	INSURER B : StarNet Insurance Company	40045
	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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK1719072	09/30/2017	09/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 OTHER: \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS HIRED AUTOS <input type="checkbox"/>			PHPK1719072	09/30/2017	09/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB602134	09/30/2017	09/30/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER: \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	KEY0137678	09/30/2017	09/30/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liab			PHPK1719072	09/30/2017	09/30/2018	Occ/Agg \$1MIL/\$3MIL
A	Abuse/Molestation			PHPK1719072	09/30/2017	09/30/2018	Occ/Agg \$1MIL/\$3MIL

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

## CERTIFICATE HOLDER

ROWANCO

Rowan County DSS  
1813 E. Innes Street  
Salisbury, NC 28146

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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:** Finance Department  
**DATE:** 6/22/2018  
**SUBJECT:** American Children's Home Contract - Foster Care

---

Please see the attached contract.

Please approve the attached fiscal year 2019 contract between American Children's Home and the Social Services Department for Foster Care.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
American Children's Home Contract - Foster Care	6/22/2018	Cover Memo



# ROWAN COUNTY CONTRACT CONTROL FORM

Date: 5/31/2018

## SECTION I - DEPARTMENT COMPLETES

Department: Social Services Account #: 1155420-593005 Amount: -  
 Account #: 1155425-593008 Amount: -  
 Total: \$400,000.00  
 Vendor name: Jr. Order united American Mechanics Children's Home/American ChildTenn Dates: 7/1/2018-6/30/2019  
 Contract description: Therapeutic Foster Care  
 POC name: Kathy C. Berrier Phone: 704-216-8422  
 POC email: kberrier@ach-nc.org  
 Vendor mail address: PO Box 1288, Lexington, NC 27293-1288 Vendor #: 85

☒ New contract ☒ Contract renewal Munis contract #:           
☐ Amendment to contract ☐ Vendor signatures Munis BA #, if applicable:         

Notes:         

Department Head Initials: 24 Date: 5-31-18

## SECTION II - CONTRACT ADMINISTRATOR REVIEW

☒ Section I properly completed Y Requires Board approval (Y/N)  
☐ Budgeted funds are available '19

Contract Administrator Initials: DS Date: 6/8/18

## SECTION III - INFORMATION TECHNOLOGY REVIEW, IF APPLICABLE

This document has been reviewed and approved by the IT Director as to technical content.

IT Director Initials: NA Date:         

## SECTION IV - INSURANCE REVIEW

☐ Hold contract pending receipt of Certificate of Insurance ☐ Certificate attached and approved ☐ No insurance required

Risk Manager Initials:          Date:         

## SECTION V - LEGAL REVIEW

☐ Non-appropriation clause ☐ Indemnity clause ☐ Termination clause ☐ E-verify clause  
☐ Approved as to form and sufficiency ☐ If Board approval required, sent to Department for agenda item

Attorney Initials:          Date:         

## SECTION VI - FINANCE DIRECTOR REVIEW AND PRE-AUDIT

☐ Budgeted funds are available ☐ Contract has been pre-audited

Finance Director Initials:          Date:         

## SECTION VII - COUNTY MANAGER REVIEW

☐ Contract has been properly signed by all parties

County Manager Initials:          Date:         

## SECTION VIII - CONTRACT ADMINISTRATOR COMPLETES

This document has been reviewed and approved by the Board of Commissioners and/or County Manager.

☐ Yes ☐ No Date:         

☐ Document fully executed, scanned and posted on the County website Date:         

Contract Administrator Initials:          Date:

## Fiscal Year Begins 7/1/18 Ends 6/30/19

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Junior Order United American Mechanics Children's Home dba American Children's Home (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is \_\_\_\_\_ and DUNS Number (required if funding from a federal funding source) \_\_\_\_\_.

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G)
- (9) Federal Certification Regarding Debarment (Attachment H)
- (10) *If applicable*, HIPAA Business Associate Addendum (checklist and forms)
- (11) Certification of Transportation (Attachment J)
- (12) *If applicable*, IRS federal tax exempt letter or 501 (c)(3) (Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (13) Certain Reporting and Auditing Requirements (Attachment L)
- (14) State Certification (Attachment M)
- (15) Iran Divestment Act Certification (Attachment N)
- (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 on 7/1/2018 and shall terminate on 6/30/2019. 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 approximately \$ 400,000.00 based on previous annual data.

This amount of federal, state, and county funds will vary according to client eligibility determination and is not a defined quantity. Those figures are available monthly in the PQA-022 report produced by NCDSS after payment distribution.

☒ a. There are no matching requirements from the Contractor.

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

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

The contributions from the Contractor shall be sourced from non-federal funds. The total contract amount including any Contractor match shall not exceed \$ 400,000.00.

**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	Donna F. Fayko, Director	Name & Title	Donna F. Fayko
County	Rowan	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	donna.fayko@rowancountync.gov		

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Kathy C. Berrier	Name & Title	Kathy C. Berrier
Company Name	American Children's Home	Company Name	American Children's Home
Mailing Address	PO Box 1288	Street Address	3844 NC Hwy 8
City State Zip	Lexington NC 27293-1288	City State Zip	Lexington NC 27292
Telephone	336.357.7126		
Fax	336.357.2923		
Email	kberrier@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:**


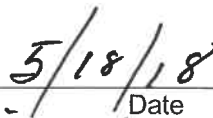

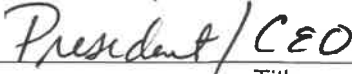
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

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

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

 _____ Signature	 _____ Date
 _____ Printed Name	 _____ Title

**COUNTY**

 _____ Signature	 _____ Date
<i>(must be legally authorized to sign contracts for County DSS)</i>	
 _____ Printed Name	 _____ Title

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

_____ Signature of County Finance Officer	_____ Date
--	---------------

**Attachment A  
General Terms and Conditions**

**Relationships of the Parties**

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

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

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

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

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

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

**Indemnity and Insurance**

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

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

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

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

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

#### Transportation of Clients by Contractor:

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

### Default and Termination

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

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

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

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

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

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

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

### Intellectual Property Rights

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

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

## Compliance with Applicable Laws

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

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

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

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

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

### **Trafficking Victims Protection Act of 2000 :**

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

**Executive Order # 24:** It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements

and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

## Confidentiality

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

## Oversight

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

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

## Warranties and Certifications

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



calculations. This warranty shall survive the termination or expiration of this contract.

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

### **E-Verify**

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

### **Miscellaneous**

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT B – Scope of Work      Federal Tax Id. or SSN**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: **Junior Order United American Mechanics Children's Home dba American Children's Home**

2. *If different* from Contract Administrator Information in General Contract:

Address                      Telephone Number:                      Fax Number:                      Email:

3. Name of Program (s): Child Placing Agency/Residential Care/Residential Child Care Institution/Special Program

4. Status (Public, Private-Not for Profit, Private-For Profit): Private, Not for Profit

5. Contractor's Financial Reporting Year 10/1 through 9/30

B. Explanation of Services to be provided and to whom (include SIS Service Code):  
Residential Care/Residential Child Care Institution/Special Program

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

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

STANDARD FIXED RATES	Monthly Board			Daily Treatment*
	Age 0-5	Age 6-12	Age 13+	
Foster Care	\$475	\$581	\$634	
Therapeutic Foster Care				\$88.58
Residential Treatment (Level 2)				\$126.31
Child Placing Agency	\$1,433	\$1,564	\$1,638	
Residential Child Caring Institution	\$4,279	\$4,437	\$4,516	
STANDARD FIXED 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 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 3<sup>rd</sup> working day of the month and payment is issued no later than the 25<sup>th</sup> day of each month.

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

#### G. MUTUAL AGREEMENT

##### **I. Both Parties Agree to:**

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. 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:

###### **Share Performance Data:**

1. Provide data to the County annually or as needed for special projects or to address specific concerns..
2. Enter data into the *Client Dashboard Data Capture Sheet* which will generate the aggregate data reports, which the Private Agency will share with the County. Data will be entered in accordance with the definitions provided in the *Performance Data Definition Guide*.
3. Ensure records are accessible for review for monitoring services rendered and for financial audits.
4. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

###### **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.
3. 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.
  - 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.
  - i. Visitation agreement (if applicable).
  - j. Child Health Status Component (DSS-5125-II).
  - k. Education Component (DSS-5245).
  - l. 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:**

1. 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.
5. 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.
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.
7. 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)

5-31-18  
(Date Submitted)

  
(Signature of Contractor)

5/18/18  
(Date Submitted)

**ATTACHMENT C**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
AND CERTIFICATION REGARDING NONDISCRIMINATION**

Rowan County Department of Social Services

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



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

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. (Street address)  
(City, county, state, zip code)
2. (Street address)  
(City, county, state, zip code)

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

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment  
**45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

#### **Certification Regarding Nondiscrimination**

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

Matthew C. Benner  
Signature

President / CEO  
Title

American Children's Home  
Agency/Organization

5/18/18  
Date

(Certification signature should be same as Contract signature.)

**Contractor:** Junior Order United American Mechanics Children's Home dba American Children's Home

## **ATTACHMENT D**

### **Conflict of Interest Policy**

**Instructions:** *(Use this for all contracts. Page one is to be completed by the Contractor and a copy of the Contractor's conflict of interest policy must be submitted. The Contractor can adopt page1 and 2 as their conflict of interest policy or attach their current adopted policy. Note: Verification is needed on a yearly basis. For contracts extending more than one state fiscal year, the contract file must include documentation that the Conflict of Interest Policy has not changed from the previous year. If the policy has changed, a new conflict of interest policy must be submitted. Remember to delete all instructions in blue italic, (highlighted in yellow).)*

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

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

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

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

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

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

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while

the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

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

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

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

Approved by:

American Children's Home  
Name of Organization  
Kathy C Berner  
Signature of Organization Official  
5/18/18  
Date

#### NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Davidson

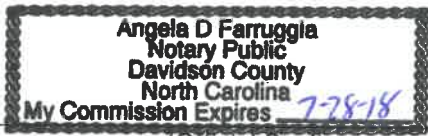
I, Angela D. Farruggia, Notary Public for said County and State, certify that

Kathy C. Berner personally appeared before me this day and acknowledged

that he/she is President/CEO of American Children's Home [enter name of entity]

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 7 day of November, 2015.

Sworn to and subscribed before me this 18 day of May, 2018.



(Official Seal)

Notary Public

My Commission expires 07/28, 20 18

<i>Name</i>	<b>Conflict of Interest Policy and Procedures</b>
<i>Applicable to</i>	All board members, staff and volunteers
<i>Location</i>	Board Orientation Manual, Personnel Policy Manual
<i>Effective Date</i>	November 7, 2015
<i>Date(s) of Revisions</i>	November 6, 2015
<i>Legal and other references</i>	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;
- b. Any person or organization performing or seeking to perform services under contract with the organization; and
- c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal 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:

1. Any Board member, officer, employee, or agent;

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

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.

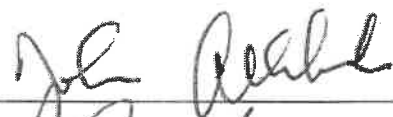

D. No employee is eligible to provide professional services to American Children's Home on an independent basis.

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:

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 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.

Board Chair  Date Signed 11-7-15  
President / CEO  Date Signed 11-7-15

Approved by ACH Board of Directors November 7, 2015





*Kathy C. Berrier*  
PRESIDENT/CEO

# American Children's Home

## Attachment E – No Overdue Tax Debts

### BOARD OF DIRECTORS

CHAIRMAN  
ROBERT THOMPSON  
TRINITY, NC

VICE CHAIRMAN  
TOM BRINSON  
SCOTLAND NECK, NC

TREASURER  
DEBRA WORLEY  
SCOTLAND NECK, NC

SECRETARY  
JUDY BYRD  
WINSTON SALEM, NC

PAST CHAIRMAN  
JOHN ALLSBROOK III  
SCOTLAND NECK, NC

RICHIE ARMSTRONG

TARBORO, NC

VICKY BRADY

ENFIELD, NC

GENE BRADY

ENFIELD, NC

STEVE DAVIS

ARCHDALE, NC

KEN EASTER

LEXINGTON, NC

BYRON HINSON

HIGH POINT, NC

BUTCH ANDERSON

MORGANTON, NC

CLAUDE HUFFMAN

MORGANTON, NC

STEVE JACKSON

LEXINGTON, NC

SADIE KILCREASE

THOMASVILLE, NC

MAURICE MABE

HIGH POINT, NC

VERA MCRAE

LEXINGTON, NC

NORMAN MORRISON

LEXINGTON, NC

ROBIN PENNINGER

LEXINGTON, NC

CHARLES W. RIEHS

HIGH POINT, NC

BARRY SINK

LEXINGTON, NC

ARCHIE WORLEY

SCOTLAND NECK, NC

May 10, 2018

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:

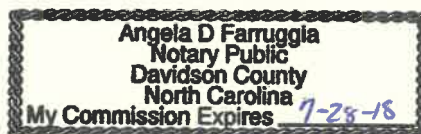
Robert Thompson and Kathy C. Berrier being duly sworn, say that we are the Board Chair and President/CEO, respectively, of American Children's Home of Lexington in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made 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.

*Robert C. Thompson*  
Board Chair

*Kathy C. Berrier*  
President/CEO

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

*Angela D. Farruggia*  
(Notary Signature and Seal)



My Commission Expires: 7-28-18

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





**ATTACHMENT F**





**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Rowan County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

 Signature	 Title
 Agency/Organization	 Date

(Certification signature should be same as Contract signature.)

**Attachment G**

**Rowan County Department of Social Services/Human Services**

**Certification Regarding Lobbying**

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

**Paragraph A.**

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity),

- or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
  - (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

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

**Paragraph B.**

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

**Paragraph C.**

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

settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

**Paragraph D.**

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

<u>Kathy Belmont</u>	<u>President/CEO</u>
Signature	Title
<u>American Children's Home</u>	<u>5/18/18</u>
Agency/Organization	Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT H

### Rowan County Department of Social Services

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

##### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended,

ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

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

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

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

Nath C Benner  
Signature

President/CEO  
Title

American Children's Home  
Agency/Organization

5/18/18  
Date

(Certification signature should be same as Contract signature.)

**ATTACHMENT J**

**CERTIFICATION REGARDING TRANSPORTATION**

**Rowan County Department of Social Services**

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

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the 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*).

Kathy C. Benner  
Signature

President / CEO  
Title

American Children's Home  
Agency/Organization

5/18/18  
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](http://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 Taxpayer Advocate Service, 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.

OGDEN UT 84201-0029

In reply refer to: 4077567774  
Aug. 30, 2016 LTR 4168C 0  
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 Taxpayer:

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](http://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).

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

**Attachment M**

**State Certification**

**Contractor Certifications Required by North Carolina Law**

**Instructions**

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- The text of G.S. 105-164.8(b) can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at:  
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- The text of G.S. 143-59.2 can be found online at:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2. (e)) can be found online at:  
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

**Certifications**

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

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:

Counties Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

- (2) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
- (b) [check **one** of the following boxes]

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

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

(3) 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.

(4) 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.

<u>Junior Order United American Mechanics Children's Home DOA American Children's Home</u>	
Contractor's Name	
<u>Kathy C Berrier</u>	<u>5/18/18</u>
Signature of Contractor's Authorized Agent	Date
<u>Kathy C Berrier</u>	<u>President / CEO</u>
Printed Name of Contractor's Authorized Agent	Title
<u>Angela D. Farruggia</u>	<u>Administrative Asst</u>
Signature of Witness	Title
<u>Angela D. Farruggia</u>	<u>05/18/18</u>
Printed Name of Witness	Date

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

**CONTRACTOR:** Junior Order United American Mechanics Children's Home dba American Children's Home

**Attachment N**  
**CERTIFICATION OF ELIGIBILITY**  
**Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.*\* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: \_

By: <u>Kathy C Berrier</u> Signature	<u>5/18/18</u> Date
<u>Kathy C Berrier</u> Name	<u>President/CEO</u> Printed Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:  
<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>  
and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at [Meryl.Murtagh@nctreasurer.com](mailto:Meryl.Murtagh@nctreasurer.com) or (919) 814-3852.

\* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.



# CERTIFICATE OF LIABILITY INSURANCE

AMER139

OP ID: JY

DATE (MM/DD/YYYY)

03/02/2018

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).

<b>PRODUCER</b> Brown & Brown of the LV 3001 Emrick Blvd, Suite 120 Bethlehem, PA 18020	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> 610-974-9490 <b>FAX (A/C No.):</b> 610-974-9791 <b>E-MAIL ADDRESS:</b>																					
<b>INSURED</b> American Children's Home Junior Order United American Mechanics Children's Home 3844 Cotton Grove Rd, POB 1288 Lexington, NC 27293	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>American Alternative Ins Co</td><td>19720</td></tr><tr><td>INSURER B:</td><td>StarNet Insurance Company</td><td>40045</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	American Alternative Ins Co	19720	INSURER B:	StarNet Insurance Company	40045	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2WA2CP0000010-00	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 1M/3M
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			2WA2CA0000003-00	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			93A2UB0003200-00	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	KEY0136502	03/01/2018	03/01/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<b>PROFESSIONAL LIAB</b>			2WA2PL0000010-00	03/01/2018	03/01/2019	OCC/AGG \$1MIL/\$3MIL
A	<b>ABUSE/MOLESTATION</b>			2WA2CP0000010-00	03/01/2018	03/01/2019	OCC/AGG \$1MIL/\$1MIL

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

**CERTIFICATE HOLDER**

ROWANCO

Rowan County  
Rowan County DSS-Social Work  
Svcs Attn: Micah Melton Ennis  
1813 E. Innes Street  
Salisbury, NC 28146

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE



**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:** 6/22/2018  
**SUBJECT:** Southern Health Partners - Jail Health Plan

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Please see the attached Jail Health Plan.

Please approve the attached fiscal year 2019 Jail Health Plan from Southern Health Partners, our inmate healthcare provider. This plan, by general statute, must be approved by the governing body (G.S. 153A-225), the Sheriff and the Health Director.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Southern Health Partners - Jail Health Plan	6/22/2018	Cover Memo

# ROWAN COUNTY CONTRACT CONTROL FORM

Date: 4/27/2018

## SECTION I - DEPARTMENT COMPLETES

Department: Sheriff Account #: NA Amount: \$ NA  
Account #: Amount: \$ -  
Total: \$ -  
Vendor name: Southern Health Partners, Inc. Term Dates: 7/1/18 - 6/30/19  
Contract description: Jail Health Plan  
POC name: Jeanette Rodriguez Phone:   
POC email:   
Vendor mail address: 65.153A-225 - Plan must be adopted by governing body. Vendor #:   
New contract Contract renewal Munis contract #:   
Amendment to contract Vendor signatures Munis BA #, if applicable:   
Notes: Gen Statute 153A-225 requires jail health plan to be adopted by the governing body.  
Department Head Initials: Date:

## SECTION II - CONTRACT ADMINISTRATOR REVIEW

Section I properly completed Y Requires Board approval (Y/N)  
Budgeted funds are available - Health Director must sign and Sher: FF  
Contract Administrator Initials: DS Date: 4/22/18

## SECTION III - INFORMATION TECHNOLOGY REVIEW, IF APPLICABLE

This document has been reviewed and approved by the IT Director as to technical content.  
IT Director Initials: NA Date:

## SECTION IV - INSURANCE REVIEW

Hold contract pending receipt of Certificate of Insurance Certificate attached and approved No insurance required  
Risk Manager Initials: Date:

## SECTION V - LEGAL REVIEW

Non-appropriation clause Indemnity clause Termination clause E-verify clause  
Approved as to form and sufficiency If Board approval required, sent to Department for agenda item  
Attorney Initials: Date:

## SECTION VI - FINANCE DIRECTOR REVIEW AND PRE-AUDIT

Budgeted funds are available Contract has been pre-audited  
Finance Director Initials: Date:

## SECTION VII - COUNTY MANAGER REVIEW

Contract has been properly signed by all parties  
County Manager Initials: Date:

## SECTION VIII - CONTRACT ADMINISTRATOR COMPLETES

This document has been reviewed and approved by the Board of Commissioners and/or County Manager. Yes No Date:   
Document fully executed, scanned and posted on the County website Date:   
Contract Administrator Initials: Date:

**§ 153A-225. Medical care of prisoners.**

(a) Each unit that operates a local confinement facility shall develop a plan for providing medical care for prisoners in the facility. The plan:

- (1) Shall be designed to protect the health and welfare of the prisoners and to avoid the spread of contagious disease;
- (2) Shall provide for medical supervision of prisoners and emergency medical care for prisoners to the extent necessary for their health and welfare;
- (3) Shall provide for the detection, examination and treatment of prisoners who are infected with tuberculosis or venereal diseases; and
- (4) May utilize Medicaid coverage for inpatient hospitalization or for any other Medicaid services allowable for eligible prisoners, provided that the plan includes a reimbursement process which pays to the State the State portion of the costs, including the costs of the services provided and any administrative costs directly related to the services to be reimbursed, to the State's Medicaid program.

The unit shall develop the plan in consultation with appropriate local officials and organizations, including the sheriff, the county physician, the local or district health director, and the local medical society. The plan must be approved by the local or district health director after consultation with the area mental health, developmental disabilities, and substance abuse authority, if it is adequate to protect the health and welfare of the prisoners. Upon a determination that the plan is adequate to protect the health and welfare of the prisoners, the plan must be adopted by the governing body.

As a part of its plan, each unit may establish fees of not more than twenty dollars (\$20.00) per incident for the provision of nonemergency medical care to prisoners and a fee of not more than ten dollars (\$10.00) for a 30-day supply or less of a prescription drug. In establishing fees pursuant to this section, each unit shall establish a procedure for waiving fees for indigent prisoners.

(b) If a prisoner in a local confinement facility dies, the medical examiner and the coroner shall be notified immediately. Within five days after the day of the death, the administrator of the facility shall make a written report to the local or district health director and to the Secretary of Health and Human Services. The report shall be made on forms developed and distributed by the Department of Health and Human Services.

(b1) Whenever a local confinement facility transfers a prisoner from that facility to another local confinement facility, the transferring facility shall provide the receiving facility with any health information or medical records the transferring facility has in its possession pertaining to the transferred prisoner.

(c) If a person violates any provision of this section (including the requirements regarding G.S. 130-97 and 130-121), he is guilty of a Class 1 misdemeanor. (1967, c. 581, s. 2; 1973, c. 476, ss. 128, 138; c. 822, s. 1; 1973, c. 1140, s. 3; 1989, c. 727, s. 204; 1991, c. 237, s. 2; 1993, c. 539, s. 1062; 1994, Ex. Sess., c. 24, s. 14(c); 1995, c. 385, s. 1; 1997-443, s. 11A.112; 2003-392, s. 1; 2004-199, s. 46(a); 2011-145, s. 31.26(f); 2011-192, s. 7(n); 2013-387, s. 2; 2013-389, s. 1.)

- ① SHERIFF AUTEN
- ② SHP - NO COUNTY PHYSICIAN
- ③ NINA OLIVER - RO CO HEALTH DEPT.

## **Rowan County Jail**

### **Jail Health Plan**

The compliance with this Jail Health Plan is the joint responsibility of the **Rowan County Health Department**, the **Rowan County Sheriff**, and **Southern Health Partners, Inc.**, the contracted provider of care to the inmates of the **Rowan County Jail**, hereinafter referred to as **Southern Health Partners, Inc. (SHP)**.

It is understood **Southern Health Partners, Inc.** has specific Policies and Procedures for inmate health services on-site within the medical unit. These policies and procedures can be reviewed by the **Rowan County Health Department Director** and the **Rowan County Sheriff** at any time.

#### **Receiving Screening**

Upon the arrival of each inmate at the **Rowan County Jail**, a preliminary health assessment (Receiving Screening) will be performed by correctional officers.

At a minimum, the assessment will include the following:

1. Documentation of current illnesses and health problems including medications taken and special health requirements.
2. Documentation of mental health problems, dental problems and allergies.
3. Behavior observation, including state of consciousness, mental status, appearance, conduct, tremors, sweating.
4. Inquiry into use of alcohol and other drugs, including types, methods, date/time last taken and problems arising out of use.
5. Notation of body deformities and ease of movement.
6. Observation of persistent cough or lethargy as well as an inquiry to unintentional weight loss, night sweats and known exposure to TB.
7. Inquiry as in known communicable diseases including Sexually transmitted disease.
8. Condition of skin including, trauma markings, bruises, lesions, jaundice, rashes and infestations and needle marks or other indications of drug abuse.
9. Status classification to succinctly identify the inmate's health status.
10. Referral of the inmate for emergency health services or additional health services, as may be necessary.

If as a result of the receiving screening it is apparent that an inmate requires medical attention, then the inmate will immediately be referred for treatment. The appropriate level of treatment (i.e. treatment in-house by a member of the professional health services staff or referral to a hospital or other community-based health service) should be made after a thorough evaluation of the inmate's condition.

Health care standards require that information regarding access to health care services be communicated orally and in writing to inmates upon their arrival at the correctional facility. To meet these standards, SHP will use notices, printed in both English and Spanish. These will be posted in the Intake area advising them of how to access the health care delivery system, in addition to the verbal and written/documented notification which is provided at booking.

### **Daily Triaging of Complaints**

In order to ensure that inmate health problems and requests are addressed promptly, appropriately and efficiently, we use a structured triage procedure, proven effective in other correctional settings.

Our Medical Director (Physician and/or Physician Assistant or Nurse Practitioner under supervision by a Physician) always oversees the triage system that is followed by all health care personnel. This ensures that the inmates receive the appropriate level of care and that their complaints are properly processed and resolved.

Inmates have the ability to access the triage system by submitting a health care request form. These requests are received and processed daily by the health care staff, and as a first step in the triage system the inmate is then seen by a member of the professional nursing staff and appropriate treatment is administered within the scope of the Nurse Practice Act. Those inmates requiring a higher level of service will be referred to the physician, physician assistant, or other appropriate professional practitioner in a timely manner.

If the Physician or other practitioner determines that the inmate's medical needs are more extensive or specialized than can be addressed within the facility's health care program, an appropriate referral to outside medical services will be provided.

Sick call must be conducted on-site by a physician, nurse practitioner or a physician assistant under the direction of a physician. The majority of inmates to be seen by the physician will have been screened as part of the formal triage system. However, this will not preclude an inmate who had not been triaged or who has a sudden or acute problem, from seeing the physician during the time the physician is on-site at the facility.

Appropriate documentation will be recorded and maintained for all inmates seen at sick call. This information will be incorporated into the inmate's medical record as appropriate. An inmate's medical record will contain appropriate entries completely documenting each sick call encounter (i.e., an inmate's specific health request, the assessment of the health care professional who saw the inmate, the prescribed treatment plan, and any follow-up encounters). This will ensure that all inmates' health requests are promptly and properly handled, documented, and followed through to a satisfactory resolution.

### **Special Medical Program**

We will provide all special health care services required including, but not limited to, care for inmates who are chronically or terminally ill, physically handicapped, developmentally disabled or inmates with special mental health needs or convalescing inmates. Individual treatment plans will be developed for all chronically ill, terminally ill and convalescing inmates. Examples of chronic illness include diabetes, hypertension, asthma and epilepsy. Convalescing inmates include those recovering from fractures, inpatient surgical procedures, and hepatitis and other communicable diseases. The type of treatment will be determined by the needs of the individual inmate, but may include such things as medications, special diets, physical therapy, laboratory tests or dressing changes. Each treatment plan will be initiated by the physician and will be detailed in the individual's medical record.

We will keep a list of inmates with special needs and maintain schedules for medical treatment in accordance with our established protocols for each illness. For example, daily blood sugars are obtained on all diabetics receiving insulin, Dilantin levels are monitored monthly on epileptic inmates, and blood pressure evaluations are performed as clinically indicated on inmates receiving anti-hypertensive drugs.

Medical determination of a tendency towards suicide or a history of seizures will result in the inmate being assigned to quarters that have close supervision.

We realize that communicable diseases, such as tuberculosis (TB), HIV and hepatitis require special attention in inmate populations. We have developed an Infection Control Program that incorporates education, diagnosis and treatment of inmates. Screening for TB and/or HIV occurs at time of intake, if conditions indicate that such testing is necessary.

Neither North Carolina nor Federal laws specifically require HIV testing upon request; however we feel that the most prudent course to take would be to make testing available but limit it by leaving the decision to the medical staff.

Data supports that our inmate population has a higher than usual incidence of Sexually transmitted disease. This is addressed in the medical intake screening and then in more depth upon the History & Physical. If at the time of intake, the H&P or any time complaints of that nature is offered, we will then initiate testing and or treatment.

Our Infection Control Program includes, but is not limited to:

1. Surveillance procedures to detect inmates with infectious and communicable diseases, appropriate immunizations to prevent these diseases and proper treatment and care for inmates with these diseases.
2. The decontamination of medical equipment and proper disposal of sharps and medical bio-hazardous waste used by the medical staff, or determined by the medical staff to be considered bio-hazardous waste.
3. Strict adherence to universal precautions by health care workers to prevent exposure to blood-borne pathogens.
4. Notifying the Local county health department of suspected/confirmed cases of all STD, TB, HIV, Hepatitis, Listeria, E-coli, MRSA, as well as other disease reportable according to the NC Administrative Code 10A NCAC 41A.0101 and .0102 criteria.

We will also dispose of all medically-related infectious and hazardous waste in accordance with all state and federal regulations. We follow and assure compliance with Occupational Health and Safety Administration (OSHA) guidelines for infection control procedures.

#### **Pharmaceuticals and Medical Supplies**

An agreement has been set in place to order all prescribed medications from a contracted pharmacy vendor. Any STAT medications may be ordered from a local pharmacy provider. STAT medications are classified as medications which need to be started immediately and a supply of such medications is not currently on-site within the medical unit. The pharmacy vendor will supply the SHP Formulary and ordering

sheets to the facility for the placement of orders. All orders received before 3:00 p.m. EST, will be shipped out for next day delivery.

SHP shall comply with all applicable state and federal regulations regarding the prescribing, dispensing, administering, and procuring of pharmaceuticals. All employees must review the ordering procedures for pharmaceuticals. No medications will be ordered without a physician's order. All re-orders must be approved through the physician also. Medications are prescribed only when clinically indicated, not for disciplinary purposes.

All pharmaceuticals must be stored appropriately, in accordance with their storage instructions (i.e. refrigeration, etc.). Security storage (under lock and key) must be maintained for all prescribed medications. Only the nurse and health services staff will have access to the medications. If applicable, a key may be given to security in case of emergencies. All narcotics are to be kept under separate lock and key from other medications.

Application I for the registration to comply with the North Carolina Controlled Substance Act will be submitted. The N.C. Department of Health and Human Services (NC DHHS) then schedules an onsite inspection and evaluation. NC DHHS will notify the Jail of the requirements that they must implement to be granted permission.

The nurse and Medical Director as needed should perform a periodic review of all pharmacy orders. A narcotic count must be performed on a regular basis and the nurse and/or physician should review all reports. Copies of all count sheets are to be kept on file for review and/or audit.

All expired pharmaceuticals must be destroyed accordingly. The pharmacy vendor will perform this service on a quarterly basis, or sooner if needed. The nurse must call the pharmacy directly to schedule this service when needed. Also, a Sharps Count log must be kept by all nursing staff. All count sheet logs must be kept on-file for review and/or audit.

Diabetic inmates may be allowed to draw and administer their own insulin under the supervision of a health care staff member, and/or under security's approval.

All pharmaceuticals will be maintained in the medication room and only personnel authorized to give medications will have access to this area. The medication room area will be locked at all times and only authorized personnel will have keys.

The pharmacist will be responsible to select all generic equivalent drug products used in the correctional facility. All drug products utilized will be those of certified Food and Drug Administration approved manufacturers. In addition, the pharmacy vendor will conform to all federal laws, State statutes, and the state Board of Pharmacy regulations concerning drug products.

All drug recalls will be the responsibility of the pharmacist. Collection and return of recalled drugs will be the pharmacists' responsibility at the dispensing level and the nurse's responsibility, upon notification, at the drug administrator level.

All outdated, unused, deteriorated drugs will be the responsibility of the pharmacist to return and destroy during their quarterly inspections. Control substances returned or otherwise destroyed will be in compliance with federal and state regulations.



The pharmacy vendor according to the State Pharmacy Law shall label all prescriptions. Each prescription will contain the following information:

1. Name and address of the dispensing pharmacy;
2. Serial number of the prescription;
3. Date of the prescription;
4. Name of the prescriber;
5. Name of patient;
6. Name and strength of the drug;
7. The generic name of the drug, even if the generic drug is unavailable to dispense or even if the substitution of a generic drug is not authorized;
8. Directions for use;
9. Appropriate cautionary statements;
10. "Filled by" or "Dispensed by" with the name of the dispensing pharmacist, which must include at a minimum, the first initial and full last name of the dispensing pharmacist;
11. If the dispensed drug is a "tranquilizer or sedative" it should bear the warning "The consumption of alcoholic beverages while on this medication can be harmful to your Health" if the prescriber so directs on the prescription;
12. If the prescription is dispensed in a container other than the manufacturer's original container, a discard date, which shall be the earlier of one year from the date dispensed or the manufacturer's date, whichever is earlier;
13. If the prescription is dispensed in the manufacturer's original container, the label must not obscure the expiration date and storage statement.

All floor stock shall be reviewed and authorized by the Medical Director. Floor stock will be issued as non-prescription floor stock, prescription floor stock, and emergency floor stock drugs. Only persons authorized to prescribe within the state where the facility is located may order floor stock to be kept within the medical unit.

### **Emergency Medical, Dental, and Mental Health**

#### **Emergency Medical**

Certain members of the professional health care staff, including the physician, will have twenty-four (24) hour on-call responsibility for any emergency that may arise. In the event of an emergency or in response to any medical need, the nursing on-call staff must be called and will immediately respond by telephone to work with security staff to evaluate the inmate. Other appropriate medical personnel will be notified if necessary. The inmate will be transferred to a hospital emergency room for further treatment, if clinically indicated and agreed to by the SHP on-call medical authority.

When emergency transportation is required, medical personnel will decide whether an ambulance or security van is required and coordinate appropriate transportation with the corrections administration and security.

However in the event where the correctional officer feels that the services of EMS is required, and the medical staff is not present to address the situation then the correctional officer should make provisions for emergency transport without the hesitation of notifying the medical staff.

#### **Dental Care**

Dental treatment shall be provided according to an established treatment plan/order, and based on established priorities. Consultation with the dentist and/or dental specialist will be available. Dental treatment

will be scheduled on an as needed basis, for the earliest appointment time available. Medical staff should notify the dentist of requested treatment in advance of services being performed.

The Medical Director will review all prescriptions for approval. Any substitutions for prescribed narcotics/medications should be confirmed with the Dentist, but may be changed by the Medical Director to conform to the Jail policy (limits on narcotics, etc.).

#### Mental health and chemical dependency withdrawal

Inmates reporting the use of alcohol, opiates, stimulants, sedatives, hypnotic drugs, or other substances will be evaluated for their degree of reliance upon and potential for withdrawal from these substances and possible intoxication or overdose. Upon completion of the screening process, patients indicating such uses must be immediately referred to the medical staff for further evaluation and treatment.

Detoxification will be carried out only under medical supervision and initiated by the medical staff with physician overview on an individual care basis. All detainees found to be demonstrating the signs and symptoms of drug/alcohol withdrawal will be seen by the Medical Director and his treatment plan will be followed. Inmates experiencing severe, life threatening intoxication or withdrawal must be seen by the Medical Director and upon his orders may be transferred to a licensed acute care facility, or the local emergency room for treatment. The Jail Administrator must receive authorization for this transfer.

Detox inmates must be monitored on a consistent basis and all findings documented in his/her medical record. Documentation of the patient's status during detoxification is very important and must be reviewed by all medical staff members in order to maintain patient care while incarcerated.

Detox inmates may be referred to the designated mental health provider or a local program for assessment regarding dependency issues.

Pregnant females who have drug/alcohol dependency will promptly be referred to the Medical Director for appropriate treatment methods. The Medical Director may have established treatment protocols.

Inmates who are on Methadone will be referred to the Medical Director to determine appropriate withdrawal treatment plans to be used.

Medical staff will verify a patient's history and medication prior to inception of services. The physician will review the information and make referrals as appropriate.

Treatment services may include on-site and/or off-site crisis intervention. Not all treatments include the prescribing of psychotropic medications. Crisis intervention is to be initiated if patient is a threat to them self and/or others.

#### Pregnant Inmates

All verified and confirmed pregnant inmates will be referred to the designated prenatal clinician who can provide obstetric services including regular prenatal care, medical exams, activity level advice, safety

precautions, nutrition guidance and counseling. The inmate will be prescribed prenatal vitamins while incarcerated and applicable laboratory and diagnostic testing will be performed.

The Jail Administrator must be notified of the inmate's pregnancy and on-going treatment. Corrections Officers should be alerted to the inmate's due date as it approaches and she should be under close observation around that time.

Medical staff will document the inmate's previous health history and other births. Outside specialty clinic visits will also be documented and noted in the patient's chart, along with services rendered noted in the file. Medical staff must utilize the Pregnancy Flow Sheet to monitor the pregnancy. The Medical Director should review the flow sheet on a consistent basis, maybe at the established chronic clinics reviews.

Pregnant inmates needing obstetric services will be referred to the local County Health Department. The Health Department's contracted providers determine if they will accept inmate for services. Also, contract providers may discharge a client from care with documented cause and notification.

The designated mental health provider may be asked to participate in the treatment plan regarding the patient. Issues which may be discussed are any psychotropic medications needs and/or depression the patient may experience due to separation from the baby after the birth.

#### **Medical Records**

All medical records will be kept in the medical unit or, if inactive, in a secure place accessible to medical personnel for a period of seven years. The Jail Administrator should be consulted as to the space needed for the storage of inactive files.

All medical encounters will be entered into the medical record using a narrative, pathways, or S.O.A.P. format. The medical record will contain the following elements and all laboratory reports, consult reports, discharge summaries, and diagnostic studies will be reviewed and initialed by the physician before placement in the medical record:

1. Master Problem List (if a chronic condition patient);
2. Receiving Screening form;
3. Admission Data/History and Physical Assessment form;
4. Physicians' Orders form;
5. Progress Notes;
6. Laboratory studies; Diagnostic studies; Dental records;
7. Psychiatric and psychological reports;
8. Consultant's reports; x-ray reports;
9. Medication Administration Records;
10. Consent forms; Discharges summaries;
11. Release of Responsibility and Authorization for Release of Information Forms;
12. Sick Call Request forms;
13. Specialized treatments plans;
14. All other relevant and medically related materials;

## 15. Transfer forms

When an inmate is re-incarcerated, the prior record, if one exists, will be reactivated and reviewed by the medical staff. The inmate will have one (1) medical record that contains a record of all medical services that are rendered.

All forms must be signed and dated appropriately.

### Confidentiality of Health Records

HIPAA regulations apply to any protected health information such as information that concerns a person's social security number, date of birth, physical or mental health, healthcare, or payment information that could be used to identify an individual. Disclosure of such information is prohibited. While individuals are in a correctional institution, SHP can use or disclosure an inmate's protected health information to the medical unit of another correctional institution for the following reasons:

1. Health and safety of the inmate or other inmates;
2. Health and safety of the correctional institution's personnel;
3. Health and safety of those personnel responsible for transporting or transferring of inmates;
4. Law enforcement on the institution's premises;
5. The administration and maintenance of the safety, security, and good order of the institution.

N.C.G.S 130A-143 contains strict confidentiality language about reportable communicable diseases. The public health regulations allow a local health department director to notify the sheriff if a detention inmate has certain communicable diseases. This regulation excludes HIV infection and AIDS. The disease must represent a significant threat to the public health. Per N.C.G.S. 130A-145, all information and records that identify person who has the AIDS virus infection or who has or may have a disease or condition required to be reported pursuant to the provisions of this Article shall be strictly confidential and shall not be released or made public except under the circumstances listed in the Article.

Further, if an inmate has escaped from custody, HIPAA does not restrict the use or disclosure of an inmate's medication information. In such situations, the correctional institution may use or disclose the inmate's personal medical information as long as that use or disclosure is consistent with applicable laws and standards of ethics.

The inmate's medical record is considered confidential and may not be shared with unauthorized individuals or agencies without the inmate's written consent. Training will be extended to all staff during orientation about the importance of maintaining medical confidentiality.

### Confidentiality Specific to HIV infection and AIDS

1. Any information and records, especially medical records that might identify an inmate as HIV infected, will be kept strictly confidential. This confidentiality reflects North Carolina's Law. Federal courts have recognized that inmates retain the right to privacy that protects against the disclosure of sensitive medical information.
2. Jail medical staff only under the following circumstances may release the inmates HIV status:
  - a. Release is made to health care personnel who are providing care to this inmate.

- b. Release is made with the inmate's written consent or the written consent of the inmate's guardian.
- c. Release is made pursuant to a subpoena or court order.
- d. Release is made to the Physician of a person exposed to the inmate's potentially infectious body fluid, upon receipt of proper consent under law.

**Note:** If an exposed officer learns from the Jail physician or private physician that an inmate is HIV infected, he or she must keep that information strictly confidential. The reason for telling the officer is to permit effective treatment and counseling. It is a misdemeanor if the officer discloses this information to another officer.

One exception to the confidentiality law is N.C.G.S. 53A-222 which allows inspectors with the Jail and detention branch to see an inmate's medical record unless the inmate objects in writing. Before inspectors may review the inmate's record, the inmate must be informed in writing of his right to object.

Another exception is the reporting of certain documented diseases pursuant to 10A NCAC 41A.0101 and 10A NCAC 41A.0102. This "Reporting of communicable disease" statute defines what is reportable, who is responsible to report as well as a timeframe for reporting. These guidelines will be adhered to by the jail medical organization (SHP).

### **Privacy**

All medical evaluations and services are to be performed in as much privacy, with respect to security issues, as possible. The discretion is with the Medical Director, physician, or nurse providing the service.

Security personnel may be present if the patient poses a probable risk to the safety of the medical staff or others. Instruction on maintaining confidentiality is given to security staff that observes or hears health encounters. When cell side triage is required, medical staff must take extra precautions to promote private communication with the inmate.

### **Handling of Intoxicated Inmates**

Upon completion of the screening process, patients indicating use of intoxicating substances must be immediately referred to the medical staff for further evaluation and treatment.

Detoxification will be carried out only under medical supervision and initiated by the medical staff with physician overview on an individual care basis. All detainees found to be demonstrating the signs and symptoms of drug/alcohol withdrawal will be seen by the Medical Director and his treatment plan will be followed. Inmates experiencing severe, life threatening detoxification or withdrawal must be seen by the Medical Director and upon his orders may be transferred to a licensed acute care facility, or the local emergency room for treatment. The Jail Administrator must receive authorization for this transfer.

Pregnant females who have drug/alcohol dependency will promptly be referred to the Medical Director for appropriate treatment methods. The Medical Director may have established treatment protocols.

Inmates who are on Methadone will be referred to the Medical Director for appropriate withdrawal treatment

plans to be used.

### **Training for Officers**

Training programs should be provided by a Jail training coordinator or through programs funded by the county or state (depending upon the facility resources). All training programs provided by SHP must be documented and the Jail training coordinator will keep attendance rosters.

Upon request by the Jail Administrator, SHP in a joint effort along with the local health department (if available) and other available entities will provide the following training:

1. First Aid;
2. Suicide Prevention;
3. CPR;
4. Screening Techniques;
5. Health Referrals;
6. Medication Administration;
7. Recognizing chronic conditions/illnesses;
8. Signs and Symptoms of Mental Illness;
9. Universal Precautions;
10. Confidentiality (HIPAA);
11. Infectious Diseases – AIDS, MRSA, TB

The nurse should participate in the on-going training program currently set-up through the facility, whenever available to do so.

### **Transporting inmates to outside sources for medical care**

The transportation officer will be notified by medical personnel when an inmate is scheduled for an appointment outside the Jail. Security staff will plan the transportation. Medical staff will not inform the inmate of the date or time of the appointment. When emergency transportation is required, medical personnel will decide whether an ambulance or security van is required and coordinate appropriate transportation with the corrections administration and security.

### **Medical Co-Pay**

The medical staff is not to benefit in any way from the co-pay system. The nurse who is triaging or treating the inmate is to only complete the forms necessary to provide information for an inmate's account to be charged.

### **Continuity of Care**

Upon an inmate's admission into the Jail, every effort must be made to obtain information concerning previous and/or current treatment plans. Record request forms may be sent to the inmate's treating physician for inclusion into inmate's current medical file at the Jail. The Medical Director must be made aware of the medical records upon arrival, for his/her review as well.

All medications must be verified before their continuance. All verifications (or inability to verify) must be noted

within the patient's chart. Once medications have been verified, the Medical Director may give a verbal order (if not on-site) to continue the medications until the next scheduled physician sick call, based upon the inmate's compliance prior to incarceration and present condition. Identified long-term and/or serious chronic conditions must be referred to the Physician for referrals or follow-up clinic visits as needed.

All pregnant inmates will be placed on pre-natal services for referral to a local OB/GYN clinic or the local County health department. Those pregnant inmates exhibiting serious conditions may be referred to the hospital for assessment.

All ordered tests and/or consults are completed in a timely manner. The Medical Director must sign all outpatient service discharge summaries as evidence of review. If changes in treatment are necessary, the changes must be noted and clinical justification for an alternative treatment plan is noted.

### **Health Assessment**

All history and physical data will be obtained by medical staff and recorded on an Admission Data History and Physical Exam form. The medical staff will review the Receiving Screening form and confirm all information, as well as ask for any additional medical history information that may not have been noted upon admission. The medical staff must verify previous history, and document such verification and/or non-verification.

Within 14 calendar days of arrival into the Jail, the inmate will receive a full health assessment by SHP medical staff. A recording of inmate's current weight, height, blood pressure reading, and temperature and pulse rate will be noted on the Assessment form. Female inmates will be given a pregnancy test if their situation deems possible pregnancy and/or upon request.

The medical staff will use the H&P Assessment form to document the findings of the client's physical exam. Inmates with a chronic condition will be screened and questioned specifically about their condition. Chronic care inmates will be referred to the physician's chronic care clinic for an initial assessment and treatment plan as well.

Other lab and/or diagnostic testing may be required based on information received from the inmate and documented on the Receiving Screening or Assessment form. Physician's orders must be obtained for the testing.

An inmate, who has been re-admitted into the Jail and had a documented health assessment within the previous 12 months, need not be re-examined unless changes in inmate's health have been noted upon admission.

An inmate has the right to refuse a health assessment. Please refer to the policy Right to Refuse Treatment. If an inmate refuses a TB test, the inmate must be placed in isolation for precautionary measures, as TB is an infectious disease. Medical staff should monitor inmate until the TB testing is completed. Depending upon the reasons for the inmate's refusal, the Medical Director and/or mental health staff may be advised to speak with the inmate about his/her concerns.



All history and physical exam records must be referred to the Medical Director for review and sign-off.

### **Grievance Procedure**

Upon receipt of an inmate's grievance, the nurse will review the information presented and speak with the inmate about the problem and possible resolution. All information about the conversation should be documented on the grievance form and returned to the Jail Administrator as to response. A copy should be filed in a file labeled "Inmate Grievance Reports" in the medical office. All responses to inmate grievances must be timely and based on principles of adequate and prudent medical care.

Correctional officers will provide grievance forms to inmates upon their request. The inmate will give the completed form to a correctional officer who then gives the form to the medical staff for resolution.

An incident report may accompany a copy of the grievance if submitted to the SHP corporate office. If the corporate office needs to be involved in the resolution of the problem, communication with the nurse, as well as a review of the applicable records and/or other information will begin. The nurse should notify the corporate office of the need for involvement.

After the grievance has been resolved, the Jail Administrator should be notified as to the resolution.

If the inmate does not agree with the resolution, an appeal may be filed citing additional information. The nurse and Jail Administrator will once again review this appeal grievance, with a copy forwarded to the corporate office for resolution. All appeals must be sent to the corporate office for review.

### **Collection of DNA**

In keeping in compliance with the Session law 2003-376 House Bill 79, the nurse or member of the Jail health team will provide the phlebotomy service for the collection of the DNA samples that are specific to meeting the requirements mandated by the state of North Carolina. The House Bill does not address the issue of obtaining DNA for the use of forensic investigation, for which no member of the Jail medical team is to participate. The Jail medical team is only to provide the services of phlebotomy and under no circumstances should be involved with the record keeping, finger printing and transport of the specimen. The location and time of the phlebotomy service will be established in agreement with both the duty officers and the medical team member. The phlebotomy procedure is never to interfere with the health care provider's responsibility to deliver health care services to the inmates of the facility.

This Jail Health Plan is hereby adopted as of \_\_\_\_\_ by the **Rowan County Health Director** and by the **Rowan County Sheriff** department.

\_\_\_\_\_  
Date: \_\_\_\_\_  
**Rowan County Sheriff**

\_\_\_\_\_  
Date: \_\_\_\_\_  
**Rowan County Health 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 22, 2018  
**SUBJECT:** Z 03-18 Statements for Adoption

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**Z 03-18 Statements**

Attached are the Statements of Consistency and Reasonableness supporting the majority decision of the Commission to deny the Z 03-18 rezoning request submitted by Mr Barry Childers for Tax Map 614 Parcels 188/187/186/185.

**Recommendation**

Approve the statements as provided and authorize the Chairman to sign.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Z 03-18 Statements	6/22/2018	Backup Material

**After conducting a public hearing and giving due consideration to the application and all comments received, the Rowan County Board of Commissioners does hereby support the majority decision of its Board to deny the Z 03-18 request based on the following Statements.**

**Statement of Consistency**

Z 03-18 is not consistent with the Eastern Area Land Use Plan based on the following:

- The land use plan recommends Neighborhood Business (NB) designation for rural businesses along identified thoroughfares.
  - Providence Church Road is an identified minor thoroughfare in the Cabarrus-Rowan MPO's adopted Comprehensive Transportation Plan (CTP), but the Z 03-18 request was instead for a Commercial, Business, Industrial (CBI) Conditional District (CD).
  - The Board of Commissioners similarly supported the Eastern Area Land Use Plan's NB recommendation in 2017 when it tabled rezoning application Z 09-17 which requested a change from Rural Agricultural (RA) to CBI-CD. The Z 09-17 site is located less than one mile from the Z 03-18 request.
- The site does not satisfy the Commercial, Business, Industrial (CBI) district's locational aspects found in its purpose and intent statement of the Zoning Ordinance, which specifies the district is *"Typically for more densely developed suburban areas, major transportation corridors, and major cross road communities"*.

Furthermore the denial of Z 03-18 is reasonable and in the public interest based on the following:

- Denial of Z 03-18 prevents the addition of an incompatible land use, listed as Heavy Construction (SIC 1629), within an area almost exclusively consisting of residential uses.

**Statement of Reasonableness**

Z 03-18 is not reasonable or in the public interest based on the following:

- The proposed use is not compatible with the Eastern Area Land Use Plan, which generally recommends the NB district designation for rural businesses along thoroughfares.
- The need to create additional extensive performance standards or operational conditions for the Heavy Construction (SIC 1629) business effectively substantiated the request was not compatible with the surrounding residential area. By way of example, considerations included:
  - Hours of operation modified from those proposed by the applicant
  - Prohibit extended docking of construction barge
  - Reestablish tree line removed during preliminary site grading

---

Greg Edds, Chairman

---

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:** County Manager Aaron Church  
**DATE:** June 25, 2018  
**SUBJECT:** Starcom Letter of Intent to Purchase Lot #7 in Speedway Business Park

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
EDC Memorandum	6/25/2018	Cover Memo
Letter of Intent	6/25/2018	Cover Memo

## Memorandum

Date: June 25, 2018  
To: Greg Edds, Chairman  
Cc: Aaron Church, County Manager  
Carolyn Barger, Clerk to the Board  
From: Scott Shelton, Vice President of Operations  
Re: *Proposed Land Purchase by StarCom Racing, L.L.C. ("Project Racing")*

Dear Chairman Edds,

Over the past several weeks, the Rowan EDC has been working with StarCom Racing, L.L.C. (StarCom) to locate potential sites in Rowan County for a new facility. After reviewing multiple options, StarCom has identified a suitable site for the facility. They are now looking to move forward with their project.

StarCom Racing ([www.starcomracing.com](http://www.starcomracing.com)), founded in 2017, is based in Willburn, New Jersey. The company currently fields the 00 and 99 cars in the Monster Energy NASCAR Cup Series. The company recently acquired a NASCAR Charter and is running a full 2018 season with the 00 Camaro. StarCom is led by Team Manager Derrike Cope, a former Daytona 500 Champion.



StarCom currently runs one full time racing team and would like to add a second. In order to accommodate this growth, the company would like to build an approximately 20,000 square foot facility to house its operations. StarCom hopes to have this new facility in place by the end of 2018. The estimated capital investment for the project would be \$1 million dollars. The company plans to hire 15 to 20 people to staff this second race team.

StarCom would like to build this new facility on the remaining lot in the County-owned Speedway Business Park. This 4.12 acre lot, identified as Tax Parcel 401 A025, is located at 1235 Speedway Boulevard. The company recently submitted a Letter of Intent to the County to purchase the property. StarCom is proposing a purchase price of \$80,000 for the property. Rowan County tax records currently list the appraised value of the parcel as \$87,536. Providing sewer access to the site will require additional improvements that StarCom has expressed a willingness to fund themselves. The company has no plans to request any tax incentives from the County.



Based on current tax rates and the proposed \$1 million dollar capital investment, we anticipate that this project will generate approximately \$66,250 in net tax revenue for Rowan County over 10 years. In addition, the County would collect \$80,000 in immediate revenue for the sale of this land to StarCom

<i>(Construction Completed by December 31, 2018)</i>		Time Period	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
		Calendar Year	2019	2020	2021	2022	2023
Total Capital Investment	Total planned amount of Expansion project		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
County Tax Rate	0.6625%		0.6625%	0.6625%	0.6625%	0.6625%	0.6625%
County Tax Revenue			\$6,625	\$6,625	\$6,625	\$6,625	\$6,625

Racing.

FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	10 Year Sum.
2024	2025	2026	2027	2028	
\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
0.6625%	0.6625%	0.6625%	0.6625%	0.6625%	0.6625%
\$6,625	\$6,625	\$6,625	\$6,625	\$6,625	\$66,250

We respectfully request that the Board of Commissioners consider this land purchase request from StarCom Racing. This project will allow a new, high-profile employer to establish operations in our community and invest \$1 million dollars into Rowan County. Most importantly, if approved and implemented, this project would create 15 to 20 new jobs.

Please do not hesitate to contact me with any questions you may have.

Yours truly,

*Scott Shelton*

Scott Shelton  
 Vice President of Operations

# NANCE & OVERBEY, PLLC

ATTORNEYS AT LAW

214 EAST INNES STREET  
SALISBURY, NORTH CAROLINA 28144

Bradley J. Nance

Jon S. Overbey

Telephone: 704.637.5590

Facsimile: 704.637.5591

Email: [overbey@nolawfirm.com](mailto:overbey@nolawfirm.com)

June 14, 2018

Mr. Aaron Church  
County Manager  
Rowan County  
130 W. Innes Street  
Salisbury, NC 28144

*Sent via e-mail to [Aaron.Church@rowancountync.gov](mailto:Aaron.Church@rowancountync.gov)*

RE: Lot 7, Speedway Business Park, known as 1235 Speedway Blvd, Salisbury, NC  
28146 and Tax Map 401A Parcel 025

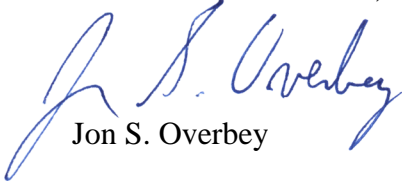
Mr. Church,

Please find enclosed with this letter a letter of intent from StarCom Racing, LLC in relation to their potential purchase of the above property. StarCom has been in communication with the Salisbury-Rowan Economic Development Commission in regard to this property.

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

Sincerely,

NANCE & OVERBEY, PLLC



Jon S. Overbey

*Enclosures*

CC: John W. (Jay) Dees, II, Rowan County Attorney  
Scott Shelton, Salisbury-Rowan Economic Development Commission  
Michael Kohler, StarCom Racing



### Letter of Intent

This letter of intent will outline the terms and conditions under which the prospective Buyer, StarCom Racing, LLC, with the consent of the prospective Seller, Rowan County, may proceed toward the negotiation, in good faith, of a purchase agreement of property located in Rowan County, North Carolina, more particularly described in Paragraph 1 below. Buyer and Seller agree as set forth below.

1. Property. The property to be purchased is Lot 7, Speedway Business Park, known as 1235 Speedway Blvd, Salisbury, NC 28146 and Tax Map 401A Parcel 025;
2. Purchase Price. The proposed purchase price shall be \$80,000.00, payable in cash at the time of closing. Proof of funds is available upon request;
3. Conditions. A Purchase Agreement to be drafted between the parties shall contain all Buyer Conditions identified in the Agreement for Purchase and Sale of Real Property form promulgated by the North Carolina Association of Realtors and the North Carolina Bar Association, a blank copy of which is attached to this letter;
4. Closing. Closing shall occur on a date to be specified by the parties after further negotiation;
5. Closing Costs/Prorations. Each party shall pay their own legal fees and costs in connection with closing. Seller shall pay any deed stamps, brokerage commissions and any costs incurred for clearing any title objection to the Property. Customary prorations of real estate taxes or other applicable government assessments or charges shall be made as of the closing date.
6. This letter is not intended as an agreement, purchase offer, or a binding legal instrument. Its only purpose is to allow Rowan County to review and consider the proposed offer. If Rowan County is desirous of selling the Property pursuant to the terms proposed, a Purchase Agreement will be prepared using the information contained herein. The parties are not bound until a Purchase Agreement is executed. If the general terms herein form an acceptable basis upon which to proceed to further negotiation, please sign below and return this letter.

StarCom Racing, LLC

Rowan County

By:



Michael Kohler, CEO  
StarCom Racing  
61 East Willow Street  
Millburn, NJ 07041

By:

Aaron Church, County Manager  
Rowan County  
130 W. Innes Street  
Salisbury, NC 28144



## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

**THIS AGREEMENT**, including any and all addenda attached hereto ("Agreement"), is by and between

a(n) \_\_\_\_\_ ("Buyer"), and  
(individual or State of formation and type of entity)

a (n) \_\_\_\_\_ ("Seller").  
(individual or State of formation and type of entity)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

**Section 1. Terms and Definitions:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "**Property**": (Address) \_\_\_\_\_

Plat Reference: Lot(s) \_\_\_\_\_, Block or Section \_\_\_\_\_, as shown on Plat Book or Slide \_\_\_\_\_ at Page(s) \_\_\_\_\_, \_\_\_\_\_ County, consisting of \_\_\_\_\_ acres.

☐ If this box is checked, "Property" shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: \_\_\_\_\_; and,  
(ii) some or all of the Property, consisting of approximately \_\_\_\_\_ acres, is described in Deed Book \_\_\_\_\_, Page No. \_\_\_\_\_, \_\_\_\_\_ County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on **Exhibit A**.

\$ \_\_\_\_\_ (b) "**Purchase Price**" shall mean the sum of \_\_\_\_\_ Dollars,

*payable on the following terms:*

\$ \_\_\_\_\_ (i) "**Earnest Money**" shall mean \_\_\_\_\_ Dollars  
or terms as follows: \_\_\_\_\_

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with \_\_\_\_\_  
(name of person/entity with whom deposited- "Escrow Agent"), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.



☐ ANY EARNST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

☐ ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: \_\_\_\_\_)

☐ ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ \_\_\_\_\_ (ii) **Proceeds of a new loan** in the amount of \_\_\_\_\_ Dollars for a term of \_\_\_\_\_ years, with an amortization period not to exceed \_\_\_\_\_ years, at an interest rate not to exceed \_\_\_\_\_% per annum with mortgage loan discount points not to exceed \_\_\_\_\_% of the loan amount, or such other terms as may be set forth on **Exhibit B**. Buyer shall pay all costs associated with any such loan.

\$ \_\_\_\_\_ (iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of \_\_\_\_\_ Dollars being payable over a term of \_\_\_\_\_ years, with an amortization period of \_\_\_\_\_ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of \_\_\_\_\_ percent (\_\_\_\_\_% ) per annum in the amount of \$ \_\_\_\_\_, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ \_\_\_\_\_ (iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ \_\_\_\_\_ and evidenced by a note bearing interest at the rate of \_\_\_\_\_ percent (\_\_\_\_\_% ) per annum, and a current payment amount of \$ \_\_\_\_\_.

\$ \_\_\_\_\_ (v) **Cash, balance of Purchase Price**, at Closing in the amount of \_\_\_\_\_ Dollars.

(c) **"Closing"** shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before \_\_\_\_\_ or \_\_\_\_\_.

(d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.

(e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on \_\_\_\_\_.

**TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.**

(f) **"Broker(s)"** shall mean: \_\_\_\_\_ ("Listing Agency"),

\_\_\_\_ (“Listing Agent” – License # \_\_\_\_\_)

Acting as: ☐ Seller’s Agent; ☐ Dual Agent

and \_\_\_\_\_ (“Selling Agency”),

\_\_\_\_ (“Selling Agent”- License # \_\_\_\_\_)

Acting as: ☐ Buyer’s Agent; ☐ Seller’s (Sub)Agent; ☐ Dual Agent

(g) **“Seller’s Notice Address”** shall be as follows:

\_\_\_\_\_  
\_\_\_\_\_

e-mail address: \_\_\_\_\_ fax number: \_\_\_\_\_

except as same may be changed pursuant to Section 12.

(h) **“Buyer’s Notice Address”** shall be as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e-mail address: \_\_\_\_\_ fax number: \_\_\_\_\_

except as same may be changed pursuant to Section 12.

☐ (i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. (**Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.**)

☐ (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.

**Section 2. Sale of Property and Payment of Purchase Price:** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

**Section 3. Proration of Expenses and Payment of Costs:** Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller’s obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following:

\_\_\_\_\_  
\_\_\_\_\_.

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following:

\_\_\_\_\_  
\_\_\_\_\_.

Each party shall pay its own attorney’s fees.

**Section 4. Deliveries:** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney’s file to Buyer and both Buyer’s and Seller’s agents and attorneys; and (2) the Property’s title insurer or its agent to release and disclose all materials in the Property’s title insurer’s (or title insurer’s agent’s) file to Buyer and both Buyer’s and Seller’s agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller’s request, provide to Seller copies

of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

**Section 5. Evidence of Title:** Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

**Section 6. Conditions:** This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Notwithstanding, after \_\_\_\_\_, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

(b) **Qualification for Assumption:** The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before \_\_\_\_\_. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including but not limited to any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited said amounts at Closing.

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer

shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

**Section 7. Leases (Check one of the following, as applicable):**

☐ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit B**. Seller represents and warrants that as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit B**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

**Section 8. Environmental:** Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v)

defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

**Section 9. Risk of Loss/Damage/Repair:** Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

**Section 10. Earnest Money Disbursement:** In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(e) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

**Section 11. Closing:** At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

**Section 12. Notices:** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) upon the sender's receipt of evidence of complete and successful transmission of electronic mail or facsimile to the electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

**Section 13. Counterparts; Entire Agreement:** This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The



invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

**Section 14. Enforceability:** This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

**Section 15. Adverse Information and Compliance with Laws:**

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

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**Note:** For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the date of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

Seller represents that the regular owners' association dues, if any, are \$\_\_\_\_\_ per \_\_\_\_\_.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

**Section 16. Survival of Representations and Warranties:** All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

**Section 17. Applicable Law:** This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

**Section 18. Assignment:** This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

**Section 19. Tax-Deferred Exchange:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

**Section 20. Memorandum of Contract:** Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

**Section 21. Authority:** Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

**Section 22. Brokers:** Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

**Section 23. Attorneys Fees:** If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

☐ **EIFS/SYNTHETIC STUCCO:** If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an “exterior insulating and finishing system” commonly known as “EIFS” or “synthetic stucco”. Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

**BUYER:**

**Individual**

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**Business Entity**

\_\_\_\_\_  
(Name of Entity)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

**Individual**

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**Business Entity**

\_\_\_\_\_  
(Name of Entity)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.**

\_\_\_\_\_  
(Name of Escrow Agent)

Date: \_\_\_\_\_

By: \_\_\_\_\_

**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 Attorney Jay Dees  
**DATE:** June 25, 2018  
**SUBJECT:** Coffey - Subordination Agreement

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The Board is asked to consider approval of subordinating HOME Grant loan to an owners new loan. The Board has done this before typically when an owner finally qualifies for a rehabilitation construction loan that the bank will want to be the first lien. So the bank will ask us to subordinate our grant loan. The County Manager has in the past requested specific authority from the Board to sign these subordination agreements.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Subordination Agreement - Coffey	6/25/2018	Cover Memo

Prepared by: S. Edward Parrott  
P. O. Box 829  
Salisbury, NC 28145

STATE OF NORTH CAROLINA

SUBORDINATION AGREEMENT

COUNTY OF ROWAN

THIS SUBORDINATION AGREEMENT, made and entered into this the \_\_\_\_ day of June, 2018, by Rowan County, party of the first part; and Michael R. Coffey and wife, Angela E. Coffey, party of the second part;

W I T N E S S E T H:

THAT WHEREAS, the party of the second part executed in favor of Rowan County, a promissory note dated June 25, 2013, in the amount of \$47,564.00, secured by a deed of trust recorded in Book 1228, page 429 in the office of the Register of Deeds for Rowan County, North Carolina; and

WHEREAS, said party of the second part now desires to borrow from State Employees' Credit Union, the sum of \$60,000.00 and to secure the same by the execution of a deed of trust upon the lands hereinafter described to \_\_\_\_\_, Trustee; and whereas, said party of the second part can procure said loan only upon the condition that said existing deed of trust be subordinated to the lien of said proposed deed of trust; and

WHEREAS, said Rowan County has agreed to such subordination.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to them in hand paid and in further consideration of this Subordination Agreement, said parties of the first part do hereby contract and agree with said party of the second part that said party of the second part may execute to \_\_\_\_\_, as Trustee, a deed of trust upon the lands hereinafter described to secure a note given by the parties of the second part to State Employees' Credit Union in the sum of \$60,000.00 and that said parties of the first part do hereby release, remise and forever quitclaim unto said party of the second part their title to and lien upon said lands to the extent, but to the extent only that the deed of trust now held by them shall be subordinate to the deed of trust to State Employees' Credit Union in the sum of \$60,000.00.

But it is expressly understood and agreed that except for such subordination, the deed of trust now held by the parties of the first part, and all and singular the terms and conditions thereof shall be and remain in full force and effect.

The said lands above referred to lying and being in Rowan County, North Carolina, and are more particularly described as follows:

BEING all of Lots 232, 233, 234, 235 and 236 as shown upon the map of BENNETT D. LYNN PROPERTY, recorded in Book of Maps 9995, at Page 550, in the Office of the Register of Deeds for Rowan County, North Carolina, and as shown upon a property survey by Martin F. Hennigan, RLS, dated 08/29/96.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands and seals, as of the date first above written.

Rowan County

BY: \_\_\_\_\_  
County Manager, Title

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

I, \_\_\_\_\_, a Notary Public of said State and County, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he is County Manager of Rowan County, N.C., and that as \_\_\_\_\_, being authorized to do so, executed the foregoing instrument on behalf of Rowan County.

WITNESS my hand and Notarial seal, this \_\_\_\_ day of June, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

(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:** Finance Department  
**DATE:** 6/25/2018  
**SUBJECT:** Fitbit Health Solutions Contract - Fitbit Devices

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Please see the attached contract.

Please approve the attached fiscal year 2019 contract between Fitbit Health Solutions and the Human Resources Department for fitbit devices for employees.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Fitbit Health Solutions Contract - Fitbit Devices	6/25/2018	Cover Memo

ROWAN COUNTY CONTRACT CONTROL FORM

Date: 6/25/2018

**SECTION I - DEPARTMENT COMPLETES**

Department: Human Resources Account #: 12 202305 Amount: \$ 46,000 -  
 Account #: 115431 583047 Amount: \$ 2,000 -  
 Total: \$ 48,000 -  
 Vendor name: Fitbit Health Solutions Term Dates: 07/01/18 - 07/01/19  
 Contract description: Purchase of fitbit devices & software  
 POC name: Nicholas Rezendes Phone: \_\_\_\_\_  
 POC email: customer\_success@fitbit.com  
 Vendor mail address: 199 Fremont Street, 14th floor, San Francisco, CA 94105 Vendor #: new  
☒ New contract \_\_\_\_\_ Contract renewal \_\_\_\_\_ Munis contract #: N/A  
 \_\_\_\_\_ Amendment to contract \_\_\_\_\_ Vendor signatures \_\_\_\_\_ Munis BA #, if applicable: \_\_\_\_\_  
 Notes: \_\_\_\_\_

Department Head Initials: ALS Date: 6/25/18

**SECTION II - CONTRACT ADMINISTRATOR REVIEW**

☒ Section I properly completed Y Requires Board approval (Y/N) 7/2/18  
☒ Budgeted funds are available

Contract Administrator Initials: JS Date: 6/25/18

**SECTION III - INFORMATION TECHNOLOGY REVIEW, IF APPLICABLE**

This document has been reviewed and approved by the IT Director as to technical content.

IT Director Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION IV - INSURANCE REVIEW**

\_\_\_\_\_ Hold contract pending receipt of \_\_\_\_\_ Certificate attached and approved \_\_\_\_\_ No insurance required  
 \_\_\_\_\_ Certificate of Insurance

Risk Manager Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION V - LEGAL REVIEW**

\_\_\_\_\_ Non-appropriation clause \_\_\_\_\_ Indemnity clause \_\_\_\_\_ Termination clause \_\_\_\_\_ E-verify clause  
 \_\_\_\_\_ Approved as to form and sufficiency \_\_\_\_\_ If Board approval required, sent to Department for agenda item

Attorney Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION VI - FINANCE DIRECTOR REVIEW AND PRE-AUDIT**

\_\_\_\_\_ Budgeted funds are available \_\_\_\_\_ Contract has been pre-audited

Finance Director Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION VII - COUNTY MANAGER REVIEW**

\_\_\_\_\_ Contract has been properly signed by all parties

County Manager Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION VIII - CONTRACT ADMINISTRATOR COMPLETES**

This document has been reviewed and approved by the Board of Commissioners and/or County Manager. \_\_\_\_\_ Yes \_\_\_\_\_ No Date: \_\_\_\_\_

\_\_\_\_\_ Document fully executed, scanned and posted on the County website Date: \_\_\_\_\_

Contract Administrator Initials: \_\_\_\_\_ Date: \_\_\_\_\_



## Key Terms Schedule

<b>Client:</b>	County of Rowan
<b>Key Terms Schedule Date:</b>	July 1, 2018
<b>Terms and Conditions:</b>	<a href="http://www.fitbit.com/cwterms">www.fitbit.com/cwterms</a>

This Key Terms Schedule sets forth the key terms for Client's selection of Fitbit Health Solutions products and services and is subject to the Terms and Conditions between Client and Fitbit referenced above ("Agreement"). This Key Terms Schedule is effective as of the Key Terms Schedule Date specified above. Capitalized terms used but not defined in this Key Terms Schedule have the meanings given in the Agreement.

1. **Renewal:** ☐ Yes ☒ No

2. **Client Contact:** Aldrea Speight

Email: [Aldrea.Speight@rowancountync.com](mailto:Aldrea.Speight@rowancountync.com)

3. **Fitbit Contact:** Nicholas Rezendes

Email: [customer\\_success@fitbit.com](mailto:customer_success@fitbit.com)

4. **Territory:** United States and Canada

5. **Subscription Term:**

**Initial Subscription Term:** This Key Terms Schedule shall commence on the Key Terms Schedule Date and shall continue for a period of twelve (12) months (the "Initial Subscription Term").

**Renewals:** Following the Initial Subscription Term, this Key Terms Schedule shall automatically renew for successive twelve (12) month periods (each a "Renewal Subscription Term") unless (i) either party provides written notice of cancellation at least thirty (30) days prior to expiration of the Initial Subscription Term or Renewal Subscription Term, as applicable, or (ii) the parties enter into a new Key Terms Schedule that replaces this Key Terms Schedule.

6. **Client Participation Level:** ☒ Starter Package ☐ Select Package ☐ Company Storefront Only

Fitbit will provision Client with administrative access to the Program Management Dashboard, along with a Company Storefront if requested.

a. Data Type: Aggregate + Individual

b. Program Management Dashboard Renewals:

Fitbit will continue to make the online Program Management Dashboard available to Client provided that Client pays the Annual Subscription Fee for each Renewal Term.

c. Annual Subscription Fee: \$8,000

### **Minimum Order Requirements\***

7. **Minimum Order Quantity:** Client agrees that Client will purchase at least 250 units of Products during the Ordering Window specified period.


**Ordering Window:** 365 (three hundred sixty five) days from the Key Terms Schedule Date.

\* Where Starter or Select Participation Level is selected, Minimum Order Quantity requirements apply to the Initial Subscription Term only and not to any Renewal Subscription Terms.

## 8. Product Distribution and Pricing

### A. Bulk Order & Order Link:

- Applicable for all available shipping locations.
- Pricing below is exclusive of applicable tax/duties & shipping.
- Client Bulk Orders must be a minimum of ten (10) units for each SKU ordered.
- Bulk Order Pricing:

Zip - \$48.00; Flex 2 - \$48.00; Alta - \$104.00; Ace - \$80.00; Aria 2 - \$104.00; Alta HR - \$121.50; Charge 2 - \$121.50; Versa - \$164.00; Versa SE - \$ 188.50; Alta SE \$121.50; Alta HR SE - \$146.00; SE Charge 2 SE - \$146.00; Ionic - \$249.00; Adidas Ionic - \$270.50; 

### B. Company Storefront:

- Applicable for shipment to U.S., Canada, and select other locations only.
- Pricing is exclusive of applicable tax/duties.
- Company Storefront Pricing:
  - Bulk Order pricing above plus a \$7 per device fee which covers shipping cost and the cost to create and maintain the Company Storefront

Accepted and agreed to as of the Key Terms Schedule Date by the authorized representative of each party:

**FITBIT, INC.**  
199 Fremont Street, 14th Floor San  
Francisco, CA 94105

County of Rowan  
**Client:** \_\_\_\_\_  
130 West Innes St  
**Address:** Salisbury, North Carolina 28144

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Client Payment Agent: ☐ Yes ☒ 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:** Ryan Haglan, Secretary, Cleveland Community VFD Board of Directors  
**DATE:** June 25, 2018  
**SUBJECT:** Acknowledgement Letter for Cleveland Community Volunteer Fire Department

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The attached is an Acknowledgement Letter from United Financial in regards to Cleveland Community Volunteer Fire Department's loan for its new fire station. The Department held its public meeting on May 6, 2018 and is requesting the attached on County letterhead.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Acknowledgement Letter	6/25/2018	Cover Memo

*(To Be Reproduced on County Letterhead)*

**DATE** (please date after the department has held their public meeting on \_\_\_\_\_)

**HomeTrust Bank  
PO Box 10  
Asheville, NC 28802-0010**

**Re: Lease Purchase Agreement between HomeTrust Bank and Cleveland Community Volunteer Fire Department, Inc.**

**Dear Sirs,**

**I am Chairman of the County Commissioners of Rowan County. This letter is to advise you that: Cleveland Community Volunteer Fire Department, Inc. is a qualified Volunteer Fire Department, assigned to protect a specific Fire District within this County.**

**In addition, a special ad valorem (fire tax) is assessed on the real property owners of this district. Said tax is to be used exclusively to provide equipment, facilities, and training as is necessary to provide fire protection for said district. Said funds may also be used to upgrade equipment as the need arises. This tax is collected by the County and disbursed by the Finance Office to the Fire Department on a regular basis by the County Finance Officer. The Fire Department is operated and managed by the Board of Directors of the Fire Department and the Officers of said Department. The Department is currently meeting the requirements of their fire service contract.**

**The Fire Department has made us aware of their intention to acquire new capital assets through a Lease Purchase transaction with your firm. Please be advised that the County has no objection to this transaction.**

**Sincerely,**

---

**Chairman  
Rowan County Commission**

**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 26, 2018  
**SUBJECT:** New York Air Brake LLC Company Performance Agreement and Local Government Grant Agreement - The One NC Fund

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Company Performance Agreement - The One NC Fund	6/26/2018	Cover Memo
Local Gov Grant Agreement - The One NC Fund	6/26/2018	Cover Memo

# COMPANY PERFORMANCE AGREEMENT

## THE ONE NORTH CAROLINA FUND

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This Company Performance Agreement (the “CPA”), effective the 23<sup>rd</sup> day of March, 2018 (the “Effective Date”), by and between New York Air Brake LLC, a New York corporation authorized to do business in North Carolina (the “Company”), and the County of Rowan, North Carolina (the “Local Government,” and, together with the Company, the “Parties”);

### WITNESSETH:

**WHEREAS**, the Local Government has applied for a One North Carolina Fund grant from the North Carolina Department of Commerce (the “DOC”); and

**WHEREAS**, a One North Carolina Fund grant award in the amount of One Hundred Eighty-Five Thousand Dollars (\$185,000) (the “Grant”) has been negotiated and agreed to by DOC and the Parties; and

**WHEREAS**, the Grant has been approved by DOC for disbursement to the Local Government pursuant to the terms of the One North Carolina Fund Local Government Grant Agreement between the Local Government and the DOC (the “LGGA”); and

**WHEREAS**, the Grant is to be used by the Company toward the goal of creating ninety-four (94) new jobs (the “Target New Jobs”), which shall be permanent full-time jobs (each, a “New Job”), and Nine Million Fifty-Nine Thousand Six Hundred Ninety-Two Dollars (\$9,059,692) (the “Target Investment”) in new investment in the State of North Carolina; and

**WHEREAS**, the Company has represented that the Grant is necessary to enable the investment and job creation by the Company to occur and go forward in North Carolina; and

**WHEREAS**, the Grant will enable retention of 56 permanent full time jobs (the “Retained Jobs”);

**WHEREAS**, the Grant will stimulate economic activity and create new jobs for the citizens of the State of North Carolina; and

**WHEREAS**, the Grant is issued pursuant to and subject to the terms of N.C. Gen. Stat. § 143B-437.70 *et seq.* and the Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund (the “Program Guidelines”);

**WHEREAS**, pursuant to, inter alia, N.C. Gen. Stat. § 143B-437.07 and G.S. 143B-437.72(b), as these statutes may be amended from time to time, the DOC is required to submit regular reports to the North Carolina General Assembly regarding operation of the One North Carolina Fund and the performance and funding requirements for each One North Carolina Fund grant awarded;

*One NC Company Performance Agreement  
New York Air Brake LLC / Rowan County  
New and Retained Jobs; Company Only  
Form 2016*



**NOW, THEREFORE**, in consideration of the representations set forth above and the mutual covenants and promises set forth below, the Company and the Local Government hereby agree as follows:

## **1.0 PERFORMANCE CRITERIA**

In order to be eligible for the full amount of the Grant, the Company must fulfill the following requirements:

- 1.1 The Company shall undertake and operate in a timely manner the following project at the following location (the “**Project**”):

An expansion of a manufacturing plant (the “**Facility**”) at which the company will manufacture railroad rolling stock at or around 985 Whitney Drive, City of Salisbury, Rowan County, North Carolina.

- 1.2 The Company shall maintain its current operations at its facilities in North Carolina and a base level of the number of required Retained Jobs in North Carolina, in addition to any New Jobs to be created as part of this CPA.

- 1.3 The Company shall make good faith efforts to create and maintain the Target New Jobs as part of the Project, as described in the Company’s application to DOC (the “**Company Application**”). The New Jobs must be filled by employees hired for the Project on or after the Effective Date who work for at least thirty-five (35) hours per week, and whose wages are subject to withholding under Article 4A of Chapter 105 of the General Statute. Independent contractors, consultants, seasonal and temporary employees are not to be included as New Jobs. In order to be eligible for the full Grant, the Company must create eighty-five (85) New Jobs (the “**Required New Jobs**”) (90% of the Target New Jobs), by March 23, 2021 (the “**Grant End Date**,” which shall be three years from the date on which the Grant was formally awarded) (the period between March 23, 2018 and March 23, 2021, the “**Grant Period**”).

The New Jobs will be new jobs and cannot be existing North Carolina positions or employees of the Company or any of its related members or affiliates that are transferred or shifted such that a previously existing North Carolina job, or a North Carolina job that was not previously part of the Project, is counted towards performance under this CPA.

- 1.4 The average weekly wage of the group of all permanent full-time jobs at the Facility, including the New Jobs, will equal or exceed Six Hundred Forty-One Dollars (\$641.00) per week (the “**Wage Standard**”).
- 1.5 The Company shall provide health insurance for all permanent full-time employees at the Facility, including the New Jobs, in at least the minimum amount required for eligibility for tax credits under Article 3J in N.C. Gen. Stat. § 105-129.83(d).
- 1.6 The Company shall make good faith efforts to make the Target Investment in the form of privately funded investment in real property and/or machinery and equipment as part of the Project, and must invest at least Eight Million Dollars (\$8,000,000) by the Grant End Date (the “**Required Investment**”) (90% of the Target Investment).

*One NC Company Performance Agreement  
New York Air Brake LLC / Rowan County  
New and Retained Jobs; Company Only  
Form 2016*



- 1.7 The proceeds of the Grant may be used only to offset statutorily qualifying expenses as set out in N.C. Gen. Stat. § 143B-437.71(b) (“**Statutorily Qualifying Expenses**”). Those expenses are installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings or for new or proposed buildings to be used for manufacturing and industrial operations; or such other expenses as specifically provided for by an act of the General Assembly.
- 1.8 Release of any Grant funds under this CPA is contingent on the Company providing verification that the Project has received all of its required environmental permits.

## **2.0 DISBURSEMENT OF GRANT**

- 2.1 Proceeds of the Grant up to a total amount of One Hundred Eighty-Five Thousand Dollars (\$185,000) will be disbursed by DOC to the Local Government in four installments based on creation and maintenance of the New Jobs and satisfaction of other performance criteria set out in Section 1.0 above (“**Performance Criteria**”). The number of New Jobs to be counted shall be determined as provided in Paragraph 6.1 hereof. At the time of any requested disbursement, the Company must certify its performance by submitting a duly executed disbursement request and certification in the form of Exhibit A hereto (the “**Company Disbursement Request**”), and the Local Government must submit a duly executed disbursement request and certification in the form of Exhibit A to the LGGA (the “**Local Government Disbursement Request**”). Disbursement will occur on the following schedule and will be subject to any adjustments required by this CPA:
- a. The first twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained not less than twenty-five percent (25%) of the Target New Jobs (i.e., 24 New Jobs), (iii) satisfied the Wage Standard and health insurance requirements, (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses, and (v) obtained all required environmental permits.
  - b. The second twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained not less than fifty percent (50%) of the Target New Jobs (i.e., 47 New Jobs), (iii) satisfied the Wage Standard and health insurance requirements, and (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses.
  - c. The third twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained not less than seventy-five percent (75%) of the Target New Jobs (i.e., 71 New Jobs), (iii) satisfied the Wage Standard and health insurance requirements, and (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses.

*One NC Company Performance Agreement  
New York Air Brake LLC / Rowan County  
New and Retained Jobs; Company Only  
Form 2016*

- d. The final twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained the Required New Jobs, (iii) satisfied the Wage Standard and health insurance requirements, (iv) made the Required Investment, and (v) invested the amount to be disbursed in Statutorily Qualifying Expenses.

The Local Government will submit or cause to be submitted to DOC each Company Disbursement Request and Local Government Disbursement Request, upon proof of the creation of the required number of New Jobs and the satisfaction of all other Performance Criteria necessary for disbursement. Following receipt of Grant funds from DOC, the Local Government will disburse funds to the Company.

The Company may qualify for disbursement of multiple installments on a single date.

Should it become necessary for a job created after the Effective Date to be counted by the Company as a Retained Job for purposes of establishing the base level of jobs required to be maintained by this CPA, that job may not be double-counted as a New Job.

2.2. DOC will close out the Grant on the first to occur of:

- (i) The date as of which DOC shall have received and accepted proof reasonably satisfactory to it that the Project has been completed and the Performance Criteria satisfied.
  - (ii) The Grant End Date.
- ("Closeout").

Following Closeout, to the extent any Grant proceeds may be due and upon submission of duly completed Company Disbursement Request and Local Government Disbursement Request, a final Grant payment will be disbursed. A request for final payment, if not made previously, must be made to DOC within thirty (30) days following the Grant End Date, provided, however, that if the Company has completed performance and become entitled to a final disbursement of funds under Paragraph 2.1d of this CPA, during any time earlier in the Grant Period, the Company must submit a completed Company Disbursement Request and Local Government Disbursement Request within one year from the date of completed performance (but in no event later than thirty (30) days following the Grant End Date) or forfeit the disbursement.

3.0 **OBLIGATION TO REPAY GRANT**

- 3.1 **Failure to Provide Health Insurance.** If, at any time during the Grant Period or during the period set forth in Section 5.0, the Company fails to provide health insurance to all permanent full-time employees at the Facility in the amount required for eligibility for tax credits under Article 3J in N.C. Gen. Stat. § 105-129.83(d), the Company will be in default of this CPA and will reimburse DOC the total amount of the Grant previously disbursed in accordance with this CPA.

*One NC Company Performance Agreement  
New York Air Brake LLC / Rowan County  
New and Retained Jobs; Company Only  
Form 2016*

- 3.2 **Ceasing Project Operations.** If at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the Company substantially ceases operations at the Facility, the Company shall immediately repay all Grant funds previously disbursed in accordance with this CPA.
- 3.3 **Failure to Achieve Wage Standard.** If at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the average weekly wage of the group of all permanent full-time jobs at the Facility fails to equal or exceed the Wage Standard, the Company will be in default under this CPA, no further disbursement will be made, and the Company will reimburse DOC the total amount of the Grant previously disbursed in accordance with this CPA.
- 3.4 **Reserved.**
- 3.5 **Other Failures to Comply.** The Company may be required to reimburse Grant funds previously disbursed for failure to comply with Paragraphs 6.4 and 6.16 hereof, or as provided in Paragraphs 4.1 and 5.3 hereof.
- 3.6 **Recovery of Costs.** If the Company fails to reimburse any amount payable hereunder, on demand, the Local Government and DOC may recover the costs of collection to obtain recovery, from the Company, including reasonable attorneys' fees.

#### **4.0 ADJUSTMENTS TO GRANT AT CLOSEOUT**

- 4.1 If Closeout occurs on the Grant End Date and the Company has failed to create and retain the Required New Jobs, has failed to make the Required Investment, or has failed to invest an amount equal to 100% of the Grant in Statutorily Qualifying Expenses, the amount of the Grant shall be reduced to the smallest of the following amounts (the "**Adjusted Grant**"):
- a. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required New Jobs and the numerator of which is the number of New Jobs actually created and retained as of that date, as expressed in the following formula:
- $$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{New Jobs Actually Created and Retained}}{\text{Required New Jobs}}$$
- b. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required Investment and the numerator of which is the investment actually made as of that date, as expressed in the following formula:
- $$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{Investment Actually Made}}{\text{Required Investment}}$$
- c. The amount the Company has spent on Statutorily Qualifying Expenses
- 4.2 To the extent the amount of the Adjusted Grant is less than the amount that has been previously disbursed to the Company, the Company shall reimburse DOC for the difference between the Adjusted Grant and the amount previously disbursed.



## **5.0 OBLIGATIONS BEYOND CLOSEOUT**

- 5.1 If Closeout occurs on or before the date that is exactly one year prior to the Grant End Date, the Company will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for two (2) years after the date of Closeout.
- 5.2 If Closeout occurs after the date that is exactly one year prior to the Grant End Date, the Company will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout until the date that is the one year anniversary following the Grant End Date.
- 5.3 If the Company fails to maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for the required time period following Closeout, as specified in Paragraphs 5.1 and 5.2 hereof, the Company will be in default of this CPA and shall reimburse to DOC the total amount of the Grant funds previously disbursed in accordance with this CPA.

## **6.0 ADDITIONAL PROVISIONS**

- 6.1 The Company shall provide to DOC and the Local Government all documentation deemed necessary by DOC or the Local Government to verify Retained Jobs, and creation and retention of New Jobs, salary levels, health insurance, investments, Statutorily Qualifying Expenses, environmental permits and other Performance Criteria specified in this CPA, including copies of the N.C. Department of Commerce Division of Employment Security Employer's Quarterly Tax and Wage Report ("NCUI 101"), a list of all positions used in accounting for the Grant and the names of the individuals filling those positions. The threshold numbers of New Jobs created for the Company to be eligible for disbursements under Paragraph 2.1 hereof, shall be measured by adding the three figures that represent the average number of New Jobs (calculated after deducting the Retained Jobs and any other position that does not qualify as a New Job) that have been created during the Grant Period and have been retained during each of the three months of the quarter reported in the Company's NCUI 101, and dividing that sum by three, or in such other manner determined by the DOC to reasonably reflect New Job creation. **The Company shall not include in such count, any temporary, seasonal, contract, or part-time employees, employees that were hired prior to the Effective Date, or employees that were hired from affiliates of the Company in North Carolina, even if those employees are included in the NCUI 101. The Company shall certify how many of the employees listed on the NCUI 101 in each month qualify under the definition of Retained Jobs and New Jobs. For verification of Required Investment, the Company shall provide a fixed asset report and any other documentation requested by DOC. The Company's compliance with the job creation and/or retention, investment, Statutorily Qualifying Expense, environmental permit and other Performance Criteria set out in this CPA shall be attested to under oath by an officer of the Company.**
- 6.2 By not later than February 1 of each year during the Grant Period (and with respect to Paragraph 6.2A, through the later of February 1 following the date established pursuant to Paragraph 5 hereof or the date on which the Local Government provides the final funds that would bring the local matching contribution to the level provided by the Grant), the Company must submit the following to the DOC, in the form of Exhibit B hereto:

*One NC Company Performance Agreement  
New York Air Brake LLC / Rowan County  
New and Retained Jobs; Company Only  
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- A. a copy of the Company's fourth calendar quarter performance (ending December 31) NCUI 101 for the previous calendar year, containing all information required by Exhibit B (N.C. Gen.Stat. §143B-437.07).
- B. a statement indicating whether the Company expects to have completed Performance Criteria sufficient to request a disbursement during the upcoming state fiscal year (July 1 through June 30). Failure to identify the expected performance over the coming fiscal year may result in ineligibility for a disbursement during that period, or may limit the amount of disbursement available to the Company during the upcoming fiscal year. (N.C. Gen. Stat. §143B-437.72(b)(6b)).

- 6.3 If unforeseen calamity, an Act of God, or financial disaster is the cause of the Company's failure to satisfy or perform its obligations under this CPA, the Company and the Local Government may request an extraordinary modification of this CPA from the Secretary of DOC (the "**Secretary**"). The Parties agree that any decision to allow such modification shall be at the sole discretion of the Secretary, that such modifications are rarely, if ever, granted, and that the Secretary's decision regarding any extraordinary modification shall be final and not subject to review or appeal.
- 6.4 The Company shall keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and fulfillment of this CPA, including, but not limited to, records to verify employment, salaries, health insurance, investment amounts, Statutorily Qualifying Expenses and environmental permits.

Subject to any applicable federal or North Carolina laws or regulations respecting employee privacy, the Company agrees that any duly authorized representative of the Local Government or the State of North Carolina, including the DOC, the Office of the North Carolina State Auditor, and the Office of State Budget and Management shall, at all reasonable times and on reasonable notice, have access to and the right to inspect, copy, audit, and examine all of the relevant books, records, and other documents relating to the Grant and the fulfillment of this CPA throughout the Grant Period and for a period of six years thereafter.

If the Company fails to keep and maintain books and records necessary for verifying fulfillment of this CPA, including, but not limited to, adequate records for the verification of employment, salaries, investment amounts, Statutorily Qualifying Expenses and environmental permits, or if the Company fails to provide access and right of inspection sufficient to verify compliance with this CPA, the Local Government or the Secretary may in its or his discretion declare this CPA to be in default, withhold payments for or under this CPA or the LGGA, and/or require reimbursement of all or any portion of the Grant previously paid.

The Company shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly.

- 6.5 To the extent any information or documents gathered by or provided to the Local Government or the DOC would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (including, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the "**Public Records Act**"), the Company shall clearly identify and mark

*One NC Company Performance Agreement  
New York Air Brake LLC / Rowan County  
New and Retained Jobs; Company Only  
Form 2016*



them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by the Local Government and DOC and their authorized representatives.

The Company has read and understands North Carolina's laws regarding the treatment of public records and confidential information, including without limitation, those provisions set forth in Exhibit C.

The Company shall be responsible for any and all costs, expenses, fees, or losses that they or the Local Government or DOC or any other State entity may incur as a result of responding to or resisting any request, subpoena, legal complaint, court order, or other demand seeking to compel such party to release or disclose records, documents, or information pertaining to the Company, to the extent that the Company notified the State entity that it objects to such disclosure or release and the State defends against such release; and the Company shall indemnify the Local Government, DOC, and State entities and their authorized representatives for all costs associated therewith, provided that, no such indemnified party shall be obligated to take any such action.

- 6.6 Notwithstanding anything herein to the contrary, the Parties acknowledge the due execution of the LGGA and agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and the LGGA shall be resolved in favor of the LGGA. The Parties further agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and any program documentation for this Grant other than the LGGA shall be resolved in favor of this CPA.
- 6.7 The Company acknowledges that none of the North Carolina operations owned by the Company or a related entity or affiliate shall be curtailed as a result of the Project.
- 6.8 The Company shall perform and abide by all commitments it made in the Company Application, except as otherwise expressly stated herein. The Company affirms its commitments made in the Company Application, and the commitments contained therein are incorporated herein by reference, as if set out in full. The Parties agree that any conflict between the provisions of this CPA and any commitments made in the Company Application to DOC shall be resolved in favor of this CPA.
- 6.9 The Company indemnifies and holds harmless the Local Government, DOC, and State entities, and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties arising out of or any act or omission of the Company in connection with the performance of this CPA, and for all losses arising from implementation of this CPA. Without limiting the generality of the foregoing, the Company releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with or on or about the Facility, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions, or negligence of the Company or any of its agents, contractors, servants, employees, licensees, lessees, or assignees). Each Indemnified Party is an express, third party beneficiary of the Company's obligations under this Paragraph.

*One NC Company Performance Agreement  
New York Air Brake LLC / Rowan County  
New and Retained Jobs; Company Only  
Form 2016*

- 6.10 The representations made by the Company in the Company Application to DOC or as part of the application process are incorporated herein by reference and deemed by the Parties to be material to this CPA. The Company affirms these representations. The Parties agree that any conflict between any representations contained in this CPA and those representations contained in the Company Application to DOC or made as part of the One North Carolina Fund application process shall be resolved in favor of this CPA.
- 6.11 The recitals are an integral part of this CPA.
- 6.12 If the Company has an overdue tax debt owing to the State of North Carolina, as defined in N.C. Gen. Stat. § 105-243.1, no payments will be made under this CPA or the LGGA until that tax debt has been satisfied. If an overdue tax debt goes unsatisfied by the Company for more than one year, this CPA may be declared in default and terminated at the direction of DOC.
- 6.13 The Local Government's obligation to make disbursements to the Company under this CPA is contingent upon the Local Government's receipt under the LGGA of the necessary disbursements from DOC, which are, in turn, contingent on appropriation, allocation and availability of funds for the Grant to DOC.
- 6.14 This CPA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The Parties agree and submit, solely for matters concerning this CPA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this CPA, 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 its validity, construction, interpretation, and enforcement, shall be determined.
- 6.15 The Parties agree that the State of North Carolina Department of Commerce is a third party beneficiary of this CPA and may, at its option, enforce the terms of this CPA or appear as a party in any litigation concerning it or the Grant.
- 6.16 The Company shall comply with all applicable federal, state, and local laws and regulations. If the Company fails to comply with any law or regulation applicable to it, the Secretary may, in his sole discretion, terminate the Grant and declare that no future Grant disbursement shall be due and payable and/or require the Company to reimburse DOC all or part of any Grant funds previously disbursed following the date of any such violation. The Secretary may determine, in his sole discretion, that where the Company is under investigation for an act involving violation of federal, state, local law or regulation, including an unresolved environmental violation, Grant funds be withheld until such time as a determination of culpability or liability is made, and, if the Company is determined to be in violation, the Grant may be terminated and the Company may be required to reimburse the DOC for all or part of any Grant funds previously disbursed. If such investigation is not concluded within two (2) years of the Grant End Date, the DOC may terminate the Grant.
- 6.17 Failure of the Local Government or DOC at any time to require performance of any term or provision of this CPA shall in no manner affect the rights of the Local Government or DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Local Government or DOC of any condition or

*One NC Company Performance Agreement  
New York Air Brake LLC / Rowan County  
New and Retained Jobs; Company Only  
Form 2016*



the breach of any term, provision or representation contained in this CPA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

- 6.18 The Company is encouraged to utilize the services of North Carolina small businesses and minority, female, and disabled contractors, to offer positions in connection with the Project to North Carolina residents, and to use the North Carolina state ports when reasonable and commercially practicable.
- 6.19 In addition to any rights and remedies provided to the Local Government and DOC by law, DOC has the right, without prior notice to Company, any such notice being expressly waived by Company to the extent permitted by applicable law, upon the occurrence of any event herein which would result in the Company's obligation to repay some or all of Grant monies disbursed hereunder (including without limitation Section 3, 4 and 5 hereof), to set-off and apply against any amounts due hereunder, any amount owing from DOC or the State to the Company.
- 6.20 **This Grant award shall terminate and be null and void on May 31, 2018 if by that date the Company has not delivered back to the DOC, two originals of this CPA, duly executed by an authorized officer of the Company, and attested in the manner provided below. This Grant is also subject to the requirement that the Local Government deliver to the DOC, one original each of the LGGA and this CPA, duly executed by an authorized official of the Local Government, within sixty (60) calendar days following the date on which the DOC sends the LGGA and CPA to the Local Government, together with a copy of the agreement with the Company governing the local incentives to be provided for the Project.**

IN WITNESS WHEREOF, the Company and the Local Government have executed this Company Performance Agreement, effective as of the day and year first written above. This CPA is executed under seal for purposes of any statute of limitations.

Approved and Accepted:

County of Rowan  
(Local Government)

(Official Seal)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_, Clerk

\_\_\_\_\_

FROM FINANCE

JUN 25 2018

*Signature page follows*

One NC Company Performance Agreement  
New York Air Brake LLC / Rowan County  
New and Retained Jobs; Company Only  
Form 2016

(Corporate Seal)

New York Air Brake LLC  
(Company)

By: Gregory D. Dalpe  
Name: Gregory D. Dalpe  
Title: VP, Operations  
Authorized Corporate Officer

Date: 23-MAY-2018

STATE OF New York  
COUNTY OF Jefferson

I, Sally E. Jerome a Notary Public of said State and County, do hereby certify that  
Gregory D. Dalpe (the "principal") personally appeared before me this day, and/or (i) I  
have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the  
principal's identity, by current State or Federal identification with the principal's photograph, and such  
principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose  
therein and in the capacity indicated.

Sally E. Jerome  
Notary Public Signature  
Sally E. Jerome  
Notary Printed or Typed Name

Witness my hand and official seal or stamp, this 23<sup>rd</sup> day of May, 2018

(Official Seal or Stamp)

My Commission expires on April 30, 2019

One NC Company Performance Agreement  
New York Air Brake LLC / Rowan County  
New and Retained Jobs; Company Only  
Form 2016

# LOCAL GOVERNMENT GRANT AGREEMENT

## THE ONE NORTH CAROLINA FUND

Local Government Name: Rowan County

Grant No. 2017-21198

Project Name: New York Air Brake LLC

STATE OF NORTH CAROLINA

GRANT AGREEMENT

COUNTY OF WAKE

This Local Government Grant Agreement (the “**LGGA**”) is effective the 5<sup>th</sup> day of June, 2018 (the “**Effective Date**”) by and between the **County of Rowan, North Carolina** (hereinafter referred to as the “**Local Government**”), and the **North Carolina Department of Commerce** (hereinafter referred to as “**DOC**”);

### WITNESSETH:

**WHEREAS;** the Local Government desires to stimulate and develop the local economy of its region, alleviate the problems of unemployment and underemployment by creating and/or retaining jobs for its citizens, and develop its local tax base; and

**WHEREAS;** the General Assembly has created the One North Carolina Fund (the “**Program**”) to make funding available within North Carolina “to secure commitments for the recruitment, expansion or retention of new or existing businesses”; and

**WHEREAS;** the General Assembly has authorized Program funds to be used for installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings; and construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for new or proposed buildings to be used for manufacturing and industrial operations; and

**WHEREAS;** the Local Government has applied for funds in connection with activity to be undertaken by New York Air Brake LLC (the “**Company**”), a business that has competitively chosen to locate or expand operations for the following project (the “**Project**”) in North Carolina:

An expansion of a manufacturing plant (the “**Facility**”) at which the company will manufacture air hose assemblies for rail service braking systems located at or around 985 Whitney Drive, City of Salisbury, Rowan County, North Carolina.



**WHEREAS;** the Local Government has committed to provide matching funds and resources for the Project equal to at least the amount set forth in N.C. Gen. Stat. § 143B-437.72(c)(1) (the “**Match**”); and

**WHEREAS;** the Local Government’s application (the “**Local Government Application**”) has been approved by DOC for funding, based on the Local Government’s commitments, and the commitments made by the Company in its Program application (the “**Company Application**”); and

**WHEREAS,** the Company has executed an agreement (the “**Company Performance Agreement**” or “**CPA**”) with the Local Government reflecting the Company’s commitments to expand, create and/or retain jobs and to take other actions that will support North Carolina’s economic development, and the terms on which funds will be made available for such activity from the Program.

**NOW THEREFORE,** in consideration of the mutual covenants and promises set forth below, the Local Government and DOC hereby agree as follows:

## **I. DOC COMMITMENTS AND GRANT CONDITIONS**

(a) DOC agrees to provide Program fund in the maximum amount of One Hundred Eighty-Five Thousand Dollars (\$185,000.00) for the Project (the “**Grant**”), in accordance with the terms of this LGGA and the CPA.

(b) Grant payments disbursed under this LGGA will be disbursed to the Local Government pursuant to N.C. Gen. Stat. § 143B-437.70 *et seq.*, the terms of the Program Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund, established pursuant to N.C. Gen. Stat. § 143B-437.73 and in effect as of the effective date of this LGGA (the “**Program Guidelines**”), consistent with the terms and schedule established in the CPA.

(c) Grant disbursements are conditioned upon the execution of the CPA between the Local Government and the Company, and any other required parties thereto, in a form acceptable to DOC

(d) To receive a Grant disbursement, the Local Government must provide or cause to be provided to DOC a properly executed CPA, proof that the Company has performed its obligations under the CPA, proof that the Local Government has met its obligation to provide the Match, a duly executed completed disbursement request and certification in the form of Exhibit A hereof (the “**Local Government Disbursement Request**”), and a duly executed completed Company’s disbursement request and certification in the form of Exhibit A to the CPA (the “**Company Disbursement Request**”).

## **II. LOCAL GOVERNMENT’S COMMITMENTS**

(a) The Local Government agrees to perform the Program and to abide by all commitments, terms and representations in the Local Government Application.

(b) The Local Government agrees to provide the Match in a manner consistent with N.C. Gen. Stat. § 143B-437.72(c)(1), the Program Guidelines and Procedures, and the Local Government Application. The Local Government will provide to the DOC a copy of the duly executed agreement between the Local Government (or other local entity) and the Company governing the local incentives that will be provided to the Company for the Project (the “**Local Incentive Agreement**”), at the time the Local Government returns the executed LGGA. The Company will be ineligible for a Grant disbursement until the Local Incentive Agreement is provided to the DOC. The Local Government will report to the DOC the amount of each incentive payment that is provided to the Company under the Local Incentive Agreement, within thirty (30) days of the date on which it is provided, whether or not the CPA remains in effect.

- (c) The Local Government agrees to take all steps reasonably necessary to ensure and to establish to DOC that the required levels of jobs are created and/or retained, the required salary levels are achieved, the required levels of investments are made, statutorily qualifying expenses are incurred, any required environmental permits are obtained, and any other required performance criteria are satisfied, and that no Grant funds are disbursed until the performance criteria in the CPA have been met.
- (d) The Local Government agrees to take whatever steps may be reasonably necessary to ensure and to establish to DOC that Grant funds disbursed by the Local Government are used only for purposes allowed under the statutory authority creating the Program.
- (e) The Local Government agrees to take whatever steps may reasonably be required, after consultation with the Secretary of DOC (the “**Secretary**”) and not inconsistent with the Secretary’s authority under the CPA, to recapture all disbursed funds for which the Local Government and DOC have a right to be reimbursed.
- (f) The Local Government acknowledges that DOC has a right to recapture funds under the CPA and that such right does not relieve the Local Government of its own responsibility to recapture funds.
- (g) The Local Government agrees to otherwise reimburse DOC for any funds improperly disbursed, provided, however, that Local Government is under no obligation to reimburse DOC for any improperly disbursed funds that were disbursed with DOC’s prior permission.
- (h) The Local Government agrees to keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and the fulfillment of this LGGA. The Local Government shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly. If the Local Government fails to keep and maintain books and records necessary for verifying fulfillment of this LGGA, the Secretary may in his discretion declare this LGGA to be in default, withhold payments for or under this LGGA, and/or require reimbursement of all or any portion of Grant funds previously paid. Prior to taking such action, the Secretary will endeavor to communicate with the Local Government and the Company to discuss the circumstances and the actions being contemplated.
- (i) The Local Government agrees to provide any duly authorized representative of DOC or the State of North Carolina at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the Grant for a period of three years following the last payment of Grant funds or for the inspection period specified in the CPA, whichever is longer. To the extent any information or documents gathered pursuant to this section would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (to include, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the “Public Records Act”), the Local Government shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by DOC and its authorized representatives. If the Local Government fails to provide such access and right of inspection, the Secretary may exercise discretion to declare this LGGA in default, to withhold payments under this LGGA and/or require reimbursement of all or any portion of the Grant paid.
- (j) The Local Government shall comply with all lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina, and any other applicable laws and/or Executive Orders currently or hereafter in force.
- (k) In the event that the Company fails to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and incur statutorily qualifying expenses, the Local Government, after consultation with the Secretary and not inconsistent with the Secretary’s authority under the CPA, shall promptly exercise its rights and remedies to require repayment of funds, or to assess such other penalties as may be provided for in the CPA.



(l) In addition, in the event that the Company fails to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and incur statutorily qualifying expenses, and the Local Government recaptures funds from the Company, the Local Government shall promptly pay to DOC the Grant amounts which it is able to collect.

(m) By not later than January 31 of each year following a calendar year until the full Match has been disbursed to the Company, the Local Government shall submit to the DOC a report detailing Match payments made during the calendar year just ended, together with a cumulative tally of all Match payments made through the end of that calendar year. In addition, the Local Government shall report all other Local Government financial contributions made for the Project. This is required in order to comply with N.C. Gen. Stat. §143B-437.07. Failure to timely file this report will result in ineligibility for Grant payments.

### III. GENERAL PROVISIONS

(a) The parties to this LGGA agree and understand that the payment of all sums specified in this LGGA is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds to DOC for this purpose.

(b) Failure of DOC at any time to require performance of any term or provision of this LGGA shall in no manner affect the rights of DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of DOC of any condition or the breach of any term, provision or representation contained in this LGGA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

(c) The recitals are an integral part of this LGGA.

(d) This LGGA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The parties agree and submit, solely for matters concerning this LGGA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this LGGA, 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 its validity, construction, interpretation, and enforcement, shall be determined.

**(e) This Grant award shall terminate and be null and void on September 15, 2018, if by that date the Local Government has not delivered back to the DOC, an original of this LGGA and of the CPA, duly executed by an authorized official of the Local Government, and attested in the manner provided below, together with a copy of the Local Incentive Agreement.**

Upon execution of this LGGA by DOC and the Local Government in the spaces below, the Local Government hereby accepts the Grant on the terms of this LGGA, effective on the date indicated above, and further certifies that the official signing below has been duly authorized by the Local Government's governing body to execute this LGGA.

North Carolina Department of Commerce

Date: 6/5/2018

By:

George Sherrill, for  
Anthony M. Copeland, Secretary  
North Carolina Department of Commerce

*Signature Page Follows*

**County of Rowan  
(Local Government)**

Date: \_\_\_\_\_

(Official Seal)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Official

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_, Clerk

\_\_\_\_\_

FROM FINANCE

JUN 25 2018



**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:** Bob Pendergrass, Animal Services Director  
**DATE:** June 26, 2018  
**SUBJECT:** Schedule Public Hearing for August 6, 2018 For Proposed Text Amendments to Chapter 5 (Animals) of the Rowan County Code of Ordinances

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Proposed Text Amendments (Leash Law)	6/26/2018	Cover Memo

(Ord. of 6-7-95, § III; Ord. of 11-6-00, § III; Ord. of 9-8-15)

Sec. 5-36. - Restraint of non-vicious animals.

- (a) Sufficient restraint shall include, but is not be limited to, restraint by a leash attached to a harness or collar, ~~harness~~, or similar effective or humane device that is physically capable of restraining an animal, or confinement indoors or within a cage suitable for the animal, fence, or similar secure enclosure or temporarily in a vehicle for travel whether the vehicle is in motion or stopped. ~~Electronic control devices such as correction collars are not considered restraint off of the owners property--~~  
~~Acceptable leash length in constricted public spaces including sidewalks and other public pathways where people and pets are in close proximity to each other shall not exceed six feet in length. In larger public spaces that are open such as fields, leash length up to a maximum of sixteen feet is acceptable.~~ Being loose in the back of an open truck does not constitute being restrained. Sufficient restraint shall also include immediate supervision of an animal by a competent person when both are in the limits of the real property of the animal's owner or keeper.

- (b) It shall be unlawful for any person to keep any animal unless it is restrained, whether on or off the owner or keeper's property.

- (c) Preferable containment of a dog is by keeping it within an occupied dwelling or confined within a fence or a kennel with the required minimum dimensions of 10 feet by 10 feet per dog. If kept on an outside restraint, all restraints must be designed and placed so as to prevent choking or strangulation, and be of such design as to restrain the animal during its utmost physical attempts to free itself.

Dogs over 6 months old may be tethered to a restraint system outdoors. A restraint system can be an overhead pulley trolley system, a retractable cable system, or a swivel cable anchored into the ground. All of these must allow the dog a minimum of 10 feet of travel perpendicular to the anchor point. For a pulley system, the stationary cable that the pulley runs on must be at least 10 feet in length and anchored on each end to a stationary object. The line attached to the pulley must allow the dog to move perpendicularly at least 10 feet from the stationary cable. The restraint line must be attached to the dog with a buckle type collar or body harness and the line can weigh no more than 10 percent of the animal's body weight. A swivel to prevent entanglement should be on at least one end of the restraint line attached to the animal. In cases where deemed necessary for public safety, written exemptions may be made by the Animal Services Director's discretion for other restraint methods but only after opportunities to verify those methods are needed and that they serve the purpose and intent of this section.

Dogs that are used for hunting, sporting, or as working dogs are exempt from these specific restraint requirements.

- (d) Nothing contained in these rules is intended to be in conflict with the laws of the State of North Carolina regarding dogs while being used in hunting. Nor are these rules intended to interfere with legal sporting events or exhibitions involving dogs, cats, or other animals. However, while engaged in such activities, the owner or keeper of such animals shall be strictly liable for damages done by those animals to the person, possessions or property of others.
- (e) All female dogs and cats in heat (estrus) must be confined. The owner or keeper of any female dog or cat in heat must confine the animal in a building or enclosure in such manner that it will not be in contact with another dog or cat. Restraining the animal in an open area with a chain or leash to a fixed object does not constitute confinement, and is a violation of these rules. This section shall not be construed to prohibit the intentional breeding of animals within an enclosed area on the premises of the owner or keeper of an animal involved in the breeding process.
- (f) An owner or keeper of any animal shall be held strictly liable for any damages done by the animal while on or off the owner's or keeper's real property.

(g) . Animals may not remain on uninhabited property such as a vacant lot or a lot without an occupied domicile

. .

(h) Penalty.

Fee for failure to restrain non-vicious animals, subsection (b): Twenty-five dollars (\$25.00).

Fee for failure to properly confine females in heat, subsection (e): Fifty dollars (\$50.00).

**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 Attorney Jay Dees  
**DATE:** June 27, 2018  
**SUBJECT:** Amended W-2 Policy Request

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**ATTACHMENTS:**

**Description**

Amended W-2 Policy

**Upload Date**

6/27/2018

**Type**

Cover Memo

# MEMORANDUM

TO: AARON CHURCH, COUNTY MANAGER  
FROM: JAY DEES, COUNTY ATTORNEY  
DATE: June 12, 2018  
RE: FINANCE DEPARTMENT AMENDED W-2 FORMS

Over the years of my service as appointed county attorney, I have worked with the Finance Department on issues that involve the standard W-2 Forms for our employees. Periodically, we find that we will need to amend W-2 forms that have been issued for annual pay related to part time employees or employees with retirement or Social Security limitations on income. This policy would apply to all part time or full time employees or elected or appointed office holders receiving salary and/or benefits from the county.

We do not have a policy regarding amending W-2 forms when presented with a request from an employee. I would like to respectfully request the BOC consider and approve a policy that would give the Finance Department authority to make such W-2 amendment and the flexibility in determining under what circumstances such amendment would be made.

Proposed policy: The Rowan County Finance Department shall have the authority to review and approve requests for post-issuance amendments to W-2 annual pay forms where such amendments are permitted by law and serve the best interests of the county and the employee. Nothing herein shall limit the Finance Department's discretion to deny any such request where the request is either inconsistent with current policies, deemed not in the best interest of the county, or otherwise unlawful.

**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:** Patti Price, Town of China Grove  
**DATE:** June 25, 2018  
**SUBJECT:** China Grove Farmer's Day

---

**ATTACHMENTS:**

**Description**

Farmer's Day Announcement

**Upload Date**

6/25/2018

**Type**

Cover Memo



## Barger, Carolyn M

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**From:** noreply@civicplus.com  
**Sent:** Monday, June 04, 2018 5:42 PM  
**To:** Barger, Carolyn M; Wingler, Toni E  
**Subject:** Online Form Submittal: Agenda Announcement Form

### Agenda Announcement Form

Announcements for a Rowan County municipality sponsored event or a County sponsored event may be submitted via this online form for approval to the chairman of the board for inclusion on the agenda. The announcements must be for public events scheduled within the County. Municipalities are limited to one announcement per commission meeting and County departments may submit one announcement per month. Announcements receiving approval will also be listed on the Rowan County Website.

*Announcement requests must be received by 5 p.m. on the second Friday prior to the meeting.*

Date of Announcement Submission	6/4/2018
Municipality	China Grove
Contact Name	Patti Price
Phone Number	7048572466
Email	<a href="mailto:pprice@chinagrovec.org">pprice@chinagrovec.org</a>
Name of Event	Patricia Price
Event Description	China Grove Farmers Day
Event Purpose	Community Festival
Date/Time of Scheduled Event	7/21/2018 9:00 AM
Town Sponsored Event	Yes
List Additional Participating Sponsors	Town of China Grove
Event Address	Main Street
City	China Grove
State	NC

**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 25, 2018  
**SUBJECT:** Moratorium Consideration: Amendments to Campground and RV Parks Criteria

---

**BACKGROUND**

The Commission directed the Planning Board to study and recommend proposed amendments to the current campground and RV parks development standards contained in the county's zoning ordinance. This referral was given to a committee of the Planning Board at its Monday, June 25, 2018 meeting.

Standards the Planning Board will consider include: acreage, density, access, screening and buffering, utilities, amenities, length of stay and any other relevant standards deemed appropriate for establishing or maintaining a campground and RV park facility.

Staff will provide a suggested resolution at the July 2, 2018 meeting for the Commission to consider should it opt to schedule a public hearing to enact a moratorium.

**SUGGESTED ACTIONS**

- **Discuss intent and rationale for establishing a moratorium**
- **Consider adopting a resolution to Schedule a Public Hearing for August 6, 2018 to adopt an Ordinance to Enact a Moratorium on Campgrounds and RV Parks**

**ATTACHMENTS:**

**Description**

**Upload Date**

**Type**

No Attachments Available

**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:** Donna F. Fayko, Director  
**DATE:** June 26, 2018  
**SUBJECT:** DHHS and County MOUs - HB630

---

Session law 2017-41 requires counties to enter into MOUs with DHHS on an annual basis. These MOUs outline performance standards and actions to be taken in the event of non-compliance.

Commission to determine who will sign the MOU and whether or not to submit an addendum due to several performance measures being outside the control of county departments.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
DHHS and County MOUs	6/26/2018	Cover Memo
DHHS Signing Statement	6/27/2018	Cover Memo

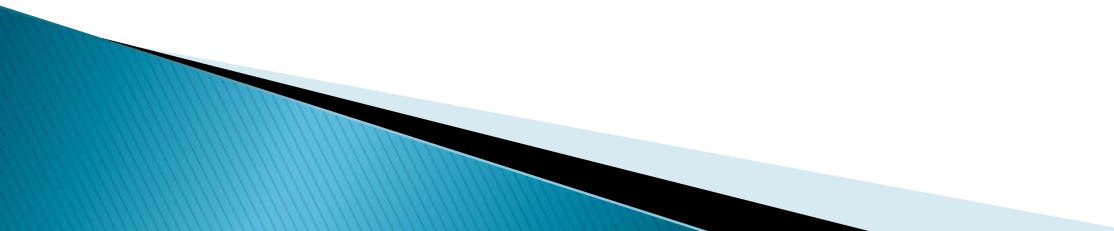
# DHHS and County MOUs

## Session Law 2017-41, HB630, Part III

Director Donna Fayko, M.Ed.  
Rowan County Department of Social Services



# Local Agreements

- FY'19, the DHHS Secretary shall require all counties to enter into a written agreement each year that specifies mandated performance requirements and administrative responsibilities with regard to all social services programs other than medical assistance.
- 

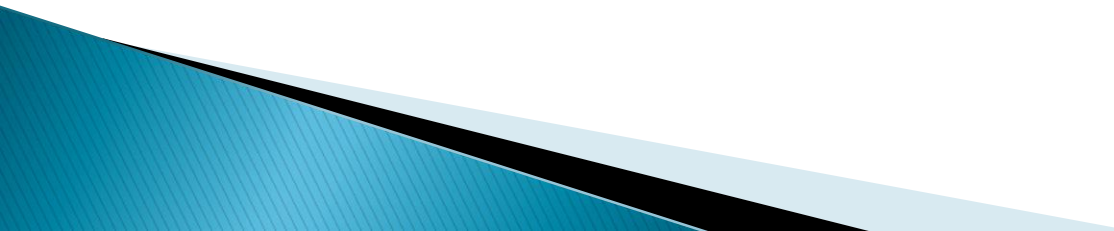
# Local Agreements

- ▶ Performance measures using reliable data.
- ▶ Administrative responsibilities address staff training, data submission and communication with DHHS




If DSS fails to satisfy mandated performance requirements or comply with the terms of the agreement, DHHS shall withhold state and federal funds.

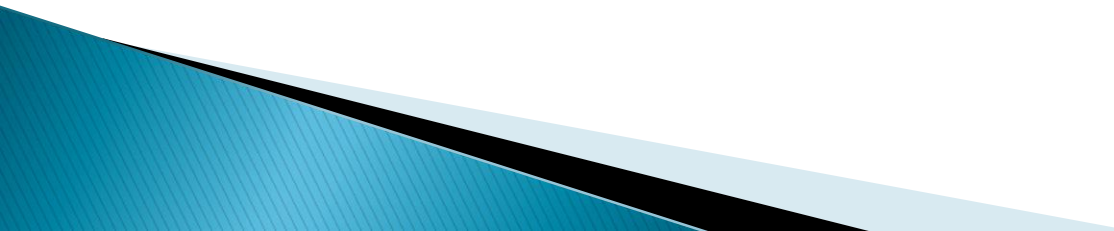
After providing written notification and providing an opportunity to be heard, the Secretary of Health and Human Services may intervene if it is determined that a county DSS is not providing services in accordance with law and policy.



# Actions that may be taken include:


- Sending DHHS staff to provide technical assistance and monitor services
  - Establishing a corrective plan of action to correct inappropriate policies and procedures
  - If after 60 days, reasonable efforts have not been made, state and federal child welfare services administrative funds will be withheld until the particular services(s) are provided in accordance with State laws and applicable rules.
  - Ensuring provision of services through contracts with public or private agencies or by direct operation by DHHS.
- 

IF DSS fails to successfully complete its corrective action plan, the DHHS regional office will temporarily assume all or part of the DSS administration after giving notice. Further actions include:

- ▶ Secretary, through regional office, will administer all or part of the social services program in a county, including supervision of program staff or contracts for operation
  - ▶ DSS shall be divested of administrative authority for any program component assumed by Secretary
  - ▶ County DSS director shall be divested of all service delivery powers related to that service
  - ▶ Secretary may assign powers and duties of the director to a DHHS staff or contractor
- 


- ▶ direct and oversee expenditure of all funding for administration of the components of the program assumed by DHHS
- ▶ DSS will not withdraw funds previously obligated or appropriated for program administration and services
- ▶ DSS will continue to pay the county's nonfederal share for the services and administration
- ▶ Secretary will inform appropriate boards of key activities and ongoing concerns.

Once the Secretary determines that DSS is able to meet performance requirements and that program administration should be restored, DSS will then resume its full authority to administer the programs that were assumed.

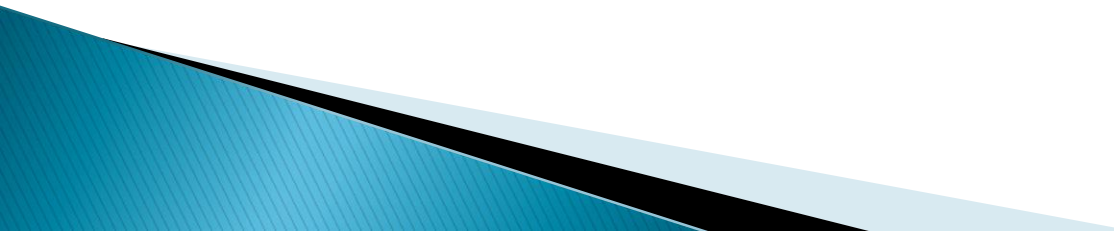


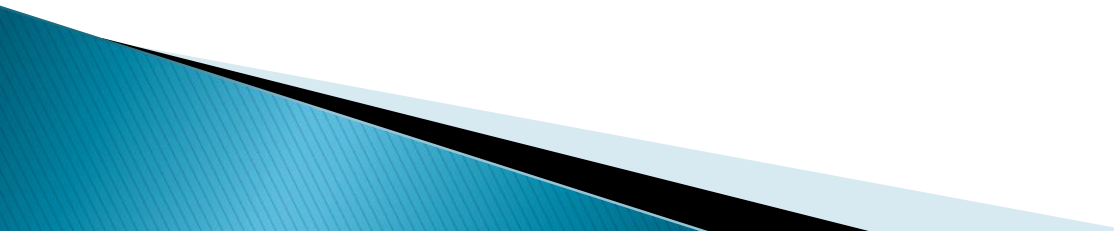
Several performance measures are not solely within the Department of Social Services' ability to control and intersect with other systems.

**The goals of specific concern are as follows:**

- ▶ The County will ensure that 41% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.
  - ▶ The County will ensure that all children who enter foster care in a 12-month period in the county, the rate of placement moves per 1000 days of foster care will not exceed 4.1%.
  - ▶ The County will ensure that of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, guardianship, or adoption no more than 8.3% re-enter foster care within 12 months of their discharge.
  - ▶ The county will achieve its given annual percentage of current child support paid.
  - ▶ The county will achieve its given annual percentage of cases that received a payment towards arrears.
- 

# Issues for consideration

- Identification of data sources that will be used to measure performance indicators
  - State to provide counties with **accurate**, timely and **reliable** data
  - Some of the performance measures will not be achieved consistently until major systems issues are addressed (e.g., court system, Mental health services, poverty and unemployment).
- 

- 6-month implementation plan beginning 7/1/18
  - Agreements are between DHHS and the County, not the DSS
  - Each county should decide the appropriate authorized signatory who can legally bind the parties to the agreement
  - Counties are submitting addendums or “signing statements” with the MOUs
- 



**SIGNING STATEMENT  
REGARDING THE MEMORANDUM OF UNDERSTANDING (FISCAL YEAR 2018-19) BETWEEN THE  
NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF SOCIAL SERVICES  
AND  
ROWAN COUNTY**

**A signing statement commenting on the written agreement entered into by the above entities pursuant to N.C. Gen. Stat. § 108A-74, an Act of the North Carolina General Assembly**

Rowan County shall enter into the Memorandum of Understanding (MOU) as proposed by the North Carolina Department of Health and Human Services to comply with the requirements of N.C. Gen. Stat. § 108A-74. However, Rowan County attaches this Signing Statement as a means of expressing its concerns regarding obstacles to compliance with the terms of the MOU as written.

As defined by Black's Law Dictionary a Memorandum of Understanding is defined as "two or more parties expressing mutual accord on an issue as stated on this type of document." The aforementioned MOU was not developed with the "mutual accord" of the North Carolina Department of Health and Human Services and Rowan County.

This document is binding on our agency yet does not make meaningful allowances for performance standards based on the limitations of resources, impact of systems outside the county's control, and other county specific facts in Rowan County, North Carolina. We believe that additional resources will be necessary to meet the performance standards as outlined and suggest that DHHS look at funding formulas to create equitable resources to counties across the state.

The 2018-19 MOU binds Rowan County to a statewide identical agreement and at the outset of such, Rowan County is aware that it has a limited opportunity for compliance with certain performance standards or other terms of the agreement. As such Rowan County is subjecting itself to particular corrective actions, State intervention and potentially State and Federal funding cuts for issues that are out of its control. Simultaneously, the North Carolina Department of Health and Human Services is agreeing to provide vague and unenforceable support to Rowan County and the other 99 counties.

Rowan County is concerned that the aforementioned MOU is neither a "memorandum of understanding" nor an "agreement" but rather an unconscionable contract as defined by case law in the state of North Carolina.

The North Carolina Supreme Court in *Brenner v. Little Red Sch. House Ltd.*, 302 N.C. 207, 213, 274 S.E.2d 206, 210 (1981) stated that an inquiry into unconscionability requires that a court “consider all the facts and circumstances of a particular case,” and “if the provisions are then viewed as so one-sided that the contracting party is denied any opportunity for a meaningful choice, the contract should be found unconscionable.”

N.C. Gen. Stat. § 108A-74 requires counties to enter into “agreements” with the North Carolina Department of Health and Human Services. The counties have no discretion to refuse to sign. Based upon the requirement to sign and all-encompassing performance standards mandated upon each county without significant changes from that county, a Court may deem this “memorandum of understanding” or “agreement” to be deemed an unconscionable contract as defined by the North Carolina Courts.

There are foreseeable difficulties in meeting some of the mandated performance requirements that are beyond the control of the County. Thus, Rowan County submits the following responses at the outset of this MOU as a way to provide the North Carolina Department of Health and Human Services with notice of the impediments that Rowan County forecasts as well as general commentary regarding the mandated performance requirements:

**RESPONSE 1:** Initiation of all screened-in child protective services reports– Diligent efforts should be credited to the DSS. Situations outside the Agency’s control regularly occur and include, but are not limited to, children unable to be located due to unknown address, children’s school cannot be identified or children are not present at school, children located out of state or county and other state or county refuses to initiate, parents intentionally hide children from the DSS and while DSS files an interference petition the Court hearing will often be outside of the mandated initiation timeframe.

**RESPONSE 2:** Repeat child maltreatment – It is very difficult to predict future risk of maltreatment. If the parent has completed all mandated case plans and the Court orders the children to return home, more often than not with the approval of the child’s guardian ad litem, it does not seem fair to hold the Agency accountable for future actions by the parents if all due risk and safety assessments were completed and all services were provided and accomplished. The Rowan County Department of Social Services stands ready to be held accountable for completion of risk and safety assessment and provision of appropriate services. Articulable situations in which it is difficult for the Agency to predict future maltreatment include, but are not limited to, other forms of maltreatment that might occur later different than those identified and treated during the prior DSS involvement and/or new or other caregivers coming into the home following DSS involvement and harming the child.

**RESPONSE 3:** Several system performance measures require county and state level system collaboration and improvements to successfully meet targets. There are many factors outside

of DSS that affect the mandate to find permanence for youth brought into foster care within 12 months. The current opiate epidemic plagues Rowan County like many others. There are often severe substance abuse issues affecting families. Substance Abuse and Mental Health Services Administration (SAMHSA) defines recovery as a process of change through which individuals improve their health and wellness, live self-directed lives, and strive to reach their full potential. Recovery is a highly individualized process that may involve setbacks. Recovery is built on access to evidence-based clinical treatment and recovery support services for all populations. In Rowan County, we have limited treatment options when the parents are even willing to enter treatment. Further, even in situations where the parents are willing to engage in substance abuse treatment, one (1) year is not a realistic time frame for a full recovery. The lack of easily accessible substance abuse and mental health services is outside of the Rowan County Department of Social Services' control and has a significant impact on the ability to achieve permanency within 12 months. Additional state funding and structure is needed for prevention and treatment.

Another example involves children with severe mental health issues. These children present challenges for placement and care, which limits their permanency options. The current mental health system is not responsive to crises for these children and our county's family foster homes are not appropriately equipped to meet their needs. These children require higher levels of care which are authorized and managed through the mental health system which has no mandate to address permanence.

Further, this performance requirement is inconsistent with achieving a primary permanent plan of Adoption. Adoptions are very rarely, if ever, achieved within a 12 month time period of the child or children coming into custody. Per the Adoption and Safe Families Act a state is required to file a termination of parental rights action once the child or children have been out of the home for 15 of the most recent 22 months. This is inconsistent with the mandated performance requirement of permanency within 12 months.

Finally, the court system in each county has a large impact on the timing of permanency. Limited court dates and various delays in the court hearings are outside of the county's control. The County has very little control over the final disposition dates for cases.

Instead of working with our county "to identify growth targets", we ask DHHS to work with our county to help us provide resources and services to children and parents and families in Rowan County. We ask DHHS to help us "identify growth targets" by giving us tangible resources that we can use to give children permanence within 12 months.

**RESPONSE 4 :** There are many factors outside of the county’s control that affect the mandate of ensuring foster care placement moves for children do not exceed 4.1% per 1000 days of foster care. Placement moves are often due to behavioral or mental health issues of the children for whom the foster parents are not able or willing to address. This goes back to the mental health system and its failure to adequately treat the mental health needs of the children.

**RESPONSE 5:** The ability to achieve the given annual percentage of current child support paid and payments towards arrears is also impacted by many factors outside the control of Rowan County. The ability of non-custodial parents to pay their ordered support is dependent upon obtaining and maintaining stable employment, earning a living wage and being willing to meet the obligation. Further, substance abuse, incarceration and pursuit of disability benefits delay the Child Support Agency’s collection efforts. Recently, an appellate court ruled that a judge should not issue an Order for Arrest for a future missed purge payment since the court cannot know whether a civil contemnor had the “present ability” to make the payment at a future date. This ruling will tend to limit the court’s ability to order a series of purge payments beyond one or two months and may cause the Child Support Agency to bring contempt actions more frequently.

Rowan County stands willing and ready to continue to use our best efforts and implement best practices for care and placement to meet the needs of children, families and all citizens of Rowan County, North Carolina. We are willing to abide by all relevant laws, codes, regulations and policies. However, without the ability to individually and specifically negotiate the terms of the aforementioned Memorandum of Understanding Rowan County would be doing a disservice to its clients, the people of Rowan County, North Carolina, by not informing the State and Department of Health and Human Services of the information contained in this Signing Statement. Therefore, we affix our signatures to the Memorandum of Understanding but respectfully attach this Signing Statement.

BY: \_\_\_\_\_

TITLE:

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE:

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:** Carolyn Barger, Clerk to the Board  
**DATE:** 07/02/2018  
**SUBJECT:** Monthly Board Appointments

---

**ATTACHMENTS:**

**Description**

July Board Appointments

**Upload Date**

6/29/2018

**Type**

Cover Memo

**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:** 07/02/2018  
**SUBJECT:** Monthly Board Appointments

---

**ATTACHMENTS:**

**Description**

Monthly Board Appointments

**Upload Date**

6/25/2018

**Type**

Cover Memo

**MONTHLY BOARD APPOINTMENTS**  
**July 2, 2018**  
**COMMISSION MEETING**

---

**ABC BOARD**

Maurice Hendrick has applied for reappointment to the ABC Board for the County Seat vacancy. If approved, Mr. Hendrick will serve a 3-year term beginning August 1, 2018 and ending July 31, 2021.

**JUVENILE CRIME PREVENTION COUNCIL**

Christopher Scott Flowers has applied for reappointment to the Juvenile Crime Prevention Council as a Member of the Public. If approved, Mr. Flowers will serve a 2-year term beginning July 2, 2018 and ending June 30, 2020.

Carol Ann Houpe has applied for reappointment to the Juvenile Crime Prevention Council as the School Superintendent's Designee. If approved, Ms. Houpe will serve a 2-year term beginning July 2, 2018 and ending June 30, 2020.

Taron Lilly has applied to fill the Under Age 18 Vacancy on the Juvenile Crime Prevention Council. If granted, Ms. Lilly will serve a 2-year term beginning July 2, 2018 and ending June 30, 2020.

Isaac Miller has applied to fill a vacancy on the Juvenile Crime Prevention Council, as a Member of the Public. If approved, Mr. Miller will serve a 2-year term beginning July 2, 2018 and ending June 30, 2020.

**REGION F AGING ADVISORY COMMITTEE**

Nancy Brandt has applied for reappointment on the Region D Aging Advisory Committee as a Delegate Member. If granted, Ms. Brandt will serve a 2-year term beginning July 2, 2018 and ending June 30, 2020.

There is one Alternate Member vacancy on the Region F Aging Advisory Committee. Juanita Woods has applied for reappointment as the Alternate Member. Shari Keller has also applied to fill the Alternate Member vacancy on the Region F Advisory Committee. The applicant who is appointed will serve a 1-year term beginning July 2, 2018 and ending June 30, 2019.

**CURRENT AND/OR UPCOMING VACANCIES**

- Adult Care Home Advisory Board- 10 vacancies (At Large Appointments)
- Board of Public Health- 2 vacancies (1 Veterinarian, and 1 Pharmacist Appointment)
- City of Salisbury Zoning ETJ- 3 vacancies (1 At Large, and 2 Alternate Appointments.)
- Industrial Facilities and Pollution Control Finance Authority- 2 vacancies (At Large Appointments)
- Juvenile Crime Prevention Council- 4 vacancies (Director of Mental Health, Substance Abuse Professional, Non-Profit Agency,
- Nursing Home Advisory Committee- 5 vacancies (At Large Appointments)
- Rowan Transit Advisory Committee- 2 vacancies (At Large Appointments)
- Town of Faith Planning ETJ- 2 vacancies (1 Alternate, and 1 At Large Appointment)
- Town of Faith Zoning ETJ- 1 vacancy (At Large Appointment)
- Town of Spencer Planning and Zoning Board Adjustment ETJ- 1 vacancy (Alternate Appointment)
- Zoning Board of Adjustment- 2 vacancies (At Large Appointments)





Rowan County Board of Commissioners  
 130 West Innes Street  
 Salisbury, NC 28144  
 704-216-8180  
 FAX: 704-216-8195

**APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES**

**\*\*This application is a Public Record and must be fully completed to be considered\*\***

<b><u>Name:</u></b> Maurice Hampton Hendrick	<b><u>Date:</u></b> 06/04/2018
<b><u>Address:</u></b> 308 Brookwood Drive	<b><u>Home Phone:</u></b> 704-433-9098 (cell)
<b><u>City, State, Zip:</u></b> Salisbury, NC 28146	<b><u>County of Residence:</u></b> Rowan
<b><u>Email:</u></b> marny@mindspring.com	<b><u>Work Phone:</u></b> n/a
<b><u>Education:</u></b> Christ School, Arden NC (1967)  BA Degree in Journalism from University of North Carolina, Chapel Hill (1973)	
<b><u>Current Employer:</u></b> semi-retired	<b><u>Occupation:</u></b> journalist & product sales
<b><u>I am interested in the following Board / Commission:</u></b> Rowan-Kannapolis Alcoholic Beverage Control Board  I am seeking re-appointment to a second 3-year term on the Rowan-Kannapolis ABC Board. My current term expires July 31, 2018 and I am eligible for a second term as Rowan County appointee to the board. I would sincerely appreciate the opportunity to continue to serve in this important community role.	
<b><u>Recent Community Activities:</u></b> Civitan Club of Salisbury member for 25 years and counting.  Volunteer for Boy Scouts at local, District and Council level (30-plus years) Recipient of Silver Beaver award.	

active member First Presbyterian Church, Salisbury

Volunteer for many local projects and programs.

**Why do you feel you are qualified for this appointment:**

My experience on ABC Boards and with the legal control system in NC dates back to 1979. I previously served six years (two terms) on the Rowan-Kannapolis ABC board from 2004-2010, including 5 years as chairman. I served two years as President of the North Carolina Association of ABC Boards (2009-2010) which serves 155 ABC systems in NC. For the current year I am chairman of our local board which oversees \$13 million dollars in sales and operates six stores in Rowan County and Kannapolis. I fully understand and support the legal control system in NC and continue to place a special emphasis on alcohol education programs that address under-age drinking issues and promote responsible alcohol sales in our service area and statewide.

**Have you ever been convicted of a felony:**

No

**If the answer is yes above, please explain:**

**I have reviewed the information contained in this application, and by initialing below certify that the information is true and correct.**

Initial: MHH



Rowan County Board of Commissioners  
130 West Innes Street  
Salisbury, NC 28144  
704-216-8180  
FAX: 704-216-8195

APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES

**\*\*This application is a Public Record and must be fully completed to be considered\*\***

<b><u>Name:</u></b> Christopher Scott Flowers	<b><u>Date:</u></b> 06/07/2018
<b><u>Address:</u></b> 1755 N. Main	<b><u>Home Phone:</u></b> 704-402-9360
<b><u>City, State, Zip:</u></b> Salisbury, NC 28144	<b><u>County of Residence:</u></b> Rowan
<b><u>Email:</u></b> christopher.flowers@rowancountync.gov	<b><u>Work Phone:</u></b> 704-216-8732
<b><u>Education:</u></b> BS in Criminal Justice	
<b><u>Current Employer:</u></b> Rowan County Sheriff's Office	<b><u>Occupation:</u></b> Sergeant
<b><u>I am interested in the following Board / Commission:</u></b> JCPC	
<b><u>Recent Community Activities:</u></b> JCPC	
<b><u>Why do you feel you are qualified for this appointment:</u></b> I supervise the School Resource Officers. I work in and around schools in this county	
<b><u>Have you ever been convicted of a felony:</u></b> No	
<b><u>If the answer is yes above, please explain:</u></b>	
<b><u>I have reviewed the information contained in this application, and by initialing below certify that the information is true and correct.</u></b> Initial: csf	



NORTH CAROLINA

Be an original.

## ADVISORY BOARD APPLICATION

**\*\*THIS APPLICATION IS A PUBLIC RECORD  
AND MUST BE FULLY COMPLETED TO BE CONSIDERED\*\***

If You Choose To Print And Mail The Application Please Return To:  
Rowan County Board of Commissioners  
130 West Innes Street  
Salisbury, NC 28144  
\*Fax: 704-216-8195 \* Phone: 704-216-8180

The Rowan County Board of Commissioners appreciates your interest in serving on a Board or Commission. This application will provide general information to the Board when it considers appointments based on your individual interests to serve. Questions are asked regarding gender, occupation, and education in order to meet the County's statutory reporting requirements to the State of North Carolina.

Applicant Name: Carol Ann Houpe Date of Application: 6 / 19 / 2018

Home Address: 240 Castle Keep Road, Salisbury, NC 28146

*Street Address, City, Zip Code*

Home Phone: 704-603-4443

Business Phone: 704-630-6033

Cell Phone: 704-213-9614

Fax Number: NA

Email Address: houpecs@rss.k12.nc.us

Gender: Male ☐ Female ☒

Education: Health Education

Current Employer: Rowan-Salisbury School System Occupation: Director of Student Services

I am interested in the following Board/Commissions (If listing more than one board, please list in the priority of your interest: Juvenile Crime Prevention Council

Business/Civic Experience and why you feel you are qualified for this appointment:

Over 25 years of experience working with children, youth, and families to address community issues. I have worked for the following organizations in Rowan County: Health Department, Adolescent & Family Enrichment Council, and Rowan-Salisbury School System.

Do you reside within the boundaries of Rowan County: Yes ☒ No ☐

Have you ever been convicted of a felony? Yes ☐ No ☒ If the answer is yes, please explain: \_\_\_\_\_

I have reviewed the information contained in this application, and by initialing below certify the information is true and correct. Initials: CAH





Rowan County Board of Commissioners  
130 West Innes Street  
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704-216-8180  
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**APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES**

**\*\*This application is a Public Record and must be fully completed to be considered\*\***

<b><u>Name:</u></b> Taron Lanice Lilly	<b><u>Date:</u></b> 03/22/2018
<b><u>Address:</u></b> 825 Fairmont Avenue	<b><u>Home Phone:</u></b> 704-762-1876
<b><u>City, State, Zip:</u></b> Salisbury, NC 28144	<b><u>County of Residence:</u></b> Rowan
<b><u>Email:</u></b> taronlilly@gmail.com	<b><u>Work Phone:</u></b>
<b><u>Education:</u></b> Rowan County Early College Student	
<b><u>Current Employer:</u></b> N/A	<b><u>Occupation:</u></b> Student
<b><u>I am interested in the following Board / Commission:</u></b> Juvenile Crime Prevention Council	
<b><u>Recent Community Activities:</u></b> I am a member of Teen Court, Salisbury Youth Council, and am an engaged student at my school.	
<b><u>Why do you feel you are qualified for this appointment:</u></b> I am qualified for this position because I have an interest in being involved in the community and making it a better place by exploring issues and developing ways to solve them. The drug epidemic is critically affecting Salisbury; the youth, especially, have been negatively impacted. It is my responsibility, as an active citizen in Salisbury, to find ways to solve this epidemic. My good judgement, leadership and critical thinking skills, as well as experiences in other youth service organizations, make me an excellent candidate. Also, I enjoy establishing rules and policies to create structure for growth.	
<b><u>Have you ever been convicted of a felony:</u></b> No	

If the answer is yes above, please explain:

I have reviewed the information contained in this application, and by initialing below certify that the information is true and correct.

Initial: TLL



Rowan County Board of Commissioners  
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APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES

**\*\*This application is a Public Record and must be fully completed to be considered\*\***

<b><u>Name:</u></b> Isaac Antwone Miller	<b><u>Date:</u></b> 06/03/2018
<b><u>Address:</u></b> 5107 Grandeur Dr	<b><u>Home Phone:</u></b>
<b><u>City, State, Zip:</u></b> Salisbury, NC 28146	<b><u>County of Residence:</u></b> Rowan
<b><u>Email:</u></b> imill@salisburync.gov	<b><u>Work Phone:</u></b>
<b><u>Education:</u></b> Currently Studying at Stanly Community College : Criminal Justice degree  Stanly Community College: BLET Certification  South Stanly High School: Diploma	
<b><u>Current Employer:</u></b> Salisbury Police Department	<b><u>Occupation:</u></b> Police Officer/SRO
<b><u>I am interested in the following Board / Commission:</u></b> JCPC Committee	
<b><u>Recent Community Activities:</u></b> Salisbury Police Department Cadet  Touch a Truck  Special Olympics	



Salisbury Police Department G.R.E.A.T. Instructor

Salisbury Police Department Summer Camp

City of Salisbury Kickball Team

**Why do you feel you are qualified for this appointment:**

I work very closely with the youth in the city. I'm a school resource officer at Henderson Independent High School, Rowan county's alternative school. I worked for a non profit in Mecklenburg and Union county that was funded by JCPC funding. Captain Brian Stallings asked me to take his place on the committee. Most importantly I have a passion for working to help the youth of our community. I strongly relate to the youth in our community as far as their upbringing. I feel that I could contribute a lot of good insight. The students that I work with at Henderson are involved with a lot of the services that are funded by JCPC. I know that I can lend my law enforcement expertise and knowledge of our local youth activities to benefit this committee.

**Have you ever been convicted of a felony:**

No

**If the answer is yes above, please explain:**

**I have reviewed the information contained in this application, and by initialing below certify that the information is true and correct.**

Initial: IAM



Rowan County Board of Commissioners  
130 West Innes Street  
Salisbury, NC 28144  
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FAX: 704-216-8195

APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES

**\*\*This application is a Public Record and must be fully completed to be considered\*\***

<b><u>Name:</u></b> Nancy Carol Brandt	<b><u>Date:</u></b> 06/20/2018
<b><u>Address:</u></b> 219 South Fulton Street	<b><u>Home Phone:</u></b> 704-633-0904
<b><u>City, State, Zip:</u></b> Salisbury, North Carolina 28144	<b><u>County of Residence:</u></b> Rowan
<b><u>Email:</u></b> Nbrandt701@gmail.com	<b><u>Work Phone:</u></b> N/A
<b><u>Education:</u></b>  MSW from the University of North Carolina at Chapel Hill	
<b><u>Current Employer:</u></b> N/A	<b><u>Occupation:</u></b> Retired
<b><u>I am interested in the following Board / Commission:</u></b>  Region F Area Agency on Aging Advisory Committee (Centralina Council of Governments)	
<b><u>Recent Community Activities:</u></b>  I have served on this board for 4 years. I am eligible for a third two year term.	
<b><u>Why do you feel you are qualified for this appointment:</u></b>  I have been in human services work for my entire career. I retired from Rowan County government	

as a Program Manager of Adult Services, as well as Day Care Services for children, Work First Employment Services, and Child Support.

Have you ever been convicted of a felony:

No

If the answer is yes above, please explain:

I have reviewed the information contained in this application, and by initialing below certify that the information is true and correct.

Initial: Nancy Brandt



NORTH CAROLINA

Be an original.

## ADVISORY BOARD APPLICATION

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AND MUST BE FULLY COMPLETED TO BE CONSIDERED\*\***

**If You Choose To Print And Mail The Application Please Return To:**

**Rowan County Board of Commissioners**

**130 West Innes Street**

**Salisbury, NC 28144**

**\*Fax: 704-216-8195 \* Phone: 704-216-8180**

**The Rowan County Board of Commissioners appreciates your interest in serving on a Board or Commission. This application will provide general information to the Board when it considers appointments based on your individual interests to serve. Questions are asked regarding gender, occupation, and education in order to meet the County's statutory reporting requirements to the State of North Carolina.**

**Applicant Name:** Juanita Woods **Date of Application:** 06 / 15 / 2018

**Home Address:** 210 Sunset Drive #627, Salisbury, NC 28147  
*Street Address, City, Zip Code*

**Home Phone:** 240-688-0210 **Business Phone:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Email Address:** jcw5099@verizon.net **Gender:** Male ☐ Female ☒

**Education:** BA Brown University

**Current Employer:** Rufty-Holmes Senior Center **Occupation:** \_\_\_\_\_

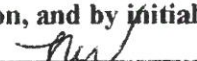
**I am interested in the following Board/Commissions (If listing more than one board, please list in the priority of your interest:** Region F Area Agency on Aging Advisory Committee - Alternate

**Business/Civic Experience and why you feel you are qualified for this appointment:**

\*\*\* Please see attachment addendum

**Do you reside within the boundaries of Rowan County:** Yes ☒ No ☐

**Have you ever been convicted of a felony?** Yes ☐ No ☒ **If the answer is yes, please explain:** \_\_\_\_\_

**I have reviewed the information contained in this application, and by initialing below certify the information is true and correct. Initials:** JW 

**Rowan County NC Board Advisory Board – Application Addendum June 15, 2018**

**Name: Juanita Woods**

**Region F Area Agency on Aging Advisory Committee – Alternate Committee Member**

Business/Civic Experience and why you feel you are qualified for this appointment:

Thank you very much for the opportunity to re-apply as a Region F Aging Advisory Committee Alternate member. I have worked with this group for the past four years. My family has been entrenched in the Rowan County community for over 130 years. My experiences with dealing with the aging population in my family and community are assets when providing comments to this committee for legislative, advocacy and program updates. My passion for working with the senior population has no boundaries and I consider it an honor to serve in this capacity.





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APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES

**\*\*This application is a Public Record and must be fully completed to be considered\*\***

<b><u>Name:</u></b> Shari L. Keller	<b><u>Date:</u></b> 01/31/2018
<b><u>Address:</u></b> 118 Shamrock Drive	<b><u>Home Phone:</u></b> 704-636-9217
<b><u>City, State, Zip:</u></b> salisbury, North Carolina 28144	<b><u>County of Residence:</u></b> Rowan
<b><u>Email:</u></b> slkeller930@yahoo.com	<b><u>Work Phone:</u></b> n/a
<b><u>Education:</u></b> Associate Degree Nursing  Associate of Arts Degree  Certified Rehabilitation Registered Nurse (CRRN)	
<b><u>Current Employer:</u></b> Retired	<b><u>Occupation:</u></b> RN/CRRN - Writer
<b><u>I am interested in the following Board / Commission:</u></b> Region F Aging Advisory Committee	
<b><u>Recent Community Activities:</u></b> Last summer, Katy Temple contacted me after reading my three part series in The Salisbury Post entitled "The Silent Condition". The series focus was on the rising numbers of elder abuse cases in the home, adult care facilities and nursing homes, how to recognize the signs of abuse and who to contact for effective reporting. As the Special Victims Program Manager at Family Crisis Council of Rowan County, she was seeing numbers of cases increase locally and was working on a grant to fund an educational project directed at those most likely respond to these calls. After several meetings to assess needs, I developed a series of identification cards for specific service organizations which she	

will utilize at the in-services to come. I am also very involved with my church in outreach activities such as our Fall Festival where each activity is related to a scripture or story from the Bible. I redesigned face painting by creating images/pictures which were also representative, putting the Bible reference underneath each one. When a child picked an image I asked if they knew what it stood for. This opened the door for me to share a mini-Bible story about the image while I painted. Community outreach in some fashion is a necessity in all areas of life, without it, we loose touch with who we really are and our purpose for being here.

**Why do you feel you are qualified for this appointment:**

Being an RN for the past 38 years, having a CRRN certification and working in Long Term Care for many years has given me a solid foundation in evaluating the needs of our rapidly aging population. My ability to see past normal rhetoric and identify the red flags comes from experiencing some of the worst situations imaginable in very diverse populations. In working with Katy Temple and realizing the number of those aggressively working to address aging issues is minuscule in comparison to the rising rate of problems, my passion to speak for those who cannot speak for themselves was again reignited as it was when I wrote my series. I have been looking for the right avenue to invest my time and feel this Board may be a good fit.

**Have you ever been convicted of a felony:**

No

**If the answer is yes above, please explain:**

**I have reviewed the information contained in this application, and by initialing below certy that the information is true and correct.**

Initial: slk