



ROWAN COUNTY COMMISSION AGENDA
September 4, 2018 - 3:00 PM
J. Newton Cohen, Sr. Room
J. Newton Cohen, Sr. Rowan County Administration Building
130 West Innes Street, Salisbury, NC 28144

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: August 20, 2018

1 Consider Approval of Consent Agenda

- A. Granite Quarry Easement for Chamandy Drive Extension
- B. Proclamation for Patriot Day - A Day of Remembrance - September 11, 2001
- C. Proclamation for First Responders Appreciation Day
- D. Ambulance Franchise Application
- E. HDR Task Order - Landfill Gas System Operations
- F. New Full-Time Position in Tax Administration
- G. Elon Homes - Foster Care
- H. Personnel Ordinance and Policy Revisions
- I. Bayada Home Health Care - In-Home Aide
- J. Genesis-A New Beginning - Family Reunification
- K. Coltrane Life Center - Adult Day Care/In-Home Aide

- L. Children's Home Society of NC - Foster Care
- M. Abundant Living Adult Day Services - Adult Day Care
- N. Purchase Requisition - Wheel Loader for Landfill
- O. Salcoa Contracting - Administration Building Renovations
- P. Proclamation for Constitution Week
- Q. FY 2018 Year End
- R. HCCBG Additional Allocation for FY 2018-19
- S. West End Plaza Event Center Rental Policy

- 2 Public Comment Period
- 3 Update From Register of Deeds Office
- 4 Budget Amendments
- 5 Consider Approval of Board Appointments
- 6 Adjournment

Regular
Agenda
Items

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: August 24, 2018
SUBJECT: Consider Approval of the Minutes: August 20, 2018

ATTACHMENTS:

Description

August 20, 2018 Minutes

Upload Date

8/28/2018

Type

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
ROWAN COUNTY BOARD OF COMMISSIONERS**

August 20, 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 Greene moved, Commissioner Klusman 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 August 6, 2018 Commission Meeting passed unanimously.



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. Request to Award Service Sidearm for Retiring Deputy Craig Earnhardt

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, Master Deputy Craig Earnhardt has served as a member of the Rowan County Sheriff's Office since July 16, 1989,

WHEREAS, Master Deputy Craig Earnhardt is retiring from the Rowan County Sheriff's Office effective August 31, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Rowan County Board of Commissioners to allow Master Deputy Craig Earnhardt 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. Request to Award Service Sidearm to Retiring Deputy Samuel Henline

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, Master Deputy Samuel Henline has served as a member of the Rowan County Sheriff's Office and the Spencer Police Department for the past 35 years,

WHEREAS, Master Deputy Samuel Henline is retiring from the Rowan County Sheriff's Office effective August 31, 2018.

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

C. Request to Award Service Sidearm to Retiring Lieutenant Michael Brady

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, Lieutenant Michael Brady has served as a member of the Rowan County Sheriff's Office for the past 25 years,

WHEREAS, Lieutenant Michael Brady is retiring from the Rowan County Sheriff's Office effective August 31, 2018.

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

D. Library Card Sign-up Month, September 2018

WHEREAS, a library card is the most important tool an individual can have; and

WHEREAS, libraries play an important role in the education and development of children; and

WHEREAS, library programs and resources serve people of all ages, from newborns to senior citizens; and

WHEREAS, libraries empower all people to pursue their interests, discover their passions and achieve their highest potential as learners and citizens; and

WHEREAS, librarians bring communities together, creating welcoming and inclusive spaces for students of all backgrounds to learn together; and

WHEREAS, libraries are constantly transforming and expanding their services to meet the needs of the communities they serve; and

WHEREAS, libraries are the foundations of democracy by providing equal access to the skills and knowledge necessary to fulfill our roles as active citizens; and

WHEREAS, libraries promote equity, making digital technology and information equally important to all; and

WHEREAS, libraries have served the citizens of Rowan County for over a century.

NOW THEREFORE the Rowan County Board of Commissioners does hereby proclaim September 2018 as Library Card Sign-Up Month in Rowan County, North Carolina and encourages everyone to sign up for their own library card today.

- E. Appropriation to Rowan County Fair Association
- F. Tax Refunds for Approval
- G. Rowan County Tourism Authority Board Terms and Appointments
- H. Approval of Contract for Administration Building Interior Alterations
- I. FY 2018-19 Justice Assistance Grant Application

2. PUBLIC COMMENT PERIOD

Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. With no one wishing to address the Board, Chairman Edds closed the Public Comment Period.

3. SPECIAL RECOGNITION

- Sheriff Kevin Auten said Detective Steven R. Stoner was at the current Commission Meeting under the impression he was to make a presentation to the Board of Commissioners. Sheriff Auten said Detective Stoner was actually in attendance to receive the Sheriff's Star Award (Award). The Sheriff's Star is the Sheriff's Office second highest award and is presented for meritorious actions above and beyond the call of duty. The Award may be presented for exemplary action in the line of duty under unusually difficult or dangerous conditions when, because of the Deputy's action, a serious crime is prevented, the perpetrator is apprehended, or serious injury to an innocent person is averted. According to Sheriff Auten, it was the first time he had ever presented the Sheriff's Star Award.

Sheriff Auten continued by describing an undercover drug operation that occurred on August 29, 2017 involving Detective Stoner. Sheriff Auten detailed the extreme danger Detective Stoner had faced while in a vehicle

with no means of escape and with two (2) suspects pointing guns at him. Sheriff Auten described how Detective Stoner had been able to take control of the suspects and hold them until other units could remove him from the vehicle.

A lengthy round of applause and a standing ovation followed the presentation.

Chairman Edds said it seemed the world was getting crazier by the minute and there were jobs in the community he personally could not do. Chairman Edds said he did not know how these men and women left their homes each day, leaving spouses and children, not knowing if they would make it back home that evening. Chairman Edds said the officers were unbelievably brave and loved their community. Chairman Edds thanked Detective Stoner and the other officers in attendance for the sacrifices they made each day. Chairman Edds expressed appreciation and honor to the officers and their comrades, for their leadership and for what they endured each day. Chairman Edds also praised Sheriff Auten's leadership, which he said had the respect and admiration of the Board and entire community. In closing, Chairman Edds described the work of Detective Stoner, Sheriff's Deputies, those who worked in the offices, municipal police, and First Responders as amazing.

Chaplain Michael Taylor came forward to discuss the importance of the Shield a Badge with Prayer Program (Program). Chaplain Taylor said the community's involvement in the Program made a difference and he encouraged the community to participate in praying for the safety of the officers. A round of applause followed Chaplain Taylor's comments and encouragement.

- Dari Caldwell, President of Novant Health Rowan Medical Center, and Alyssa Smith, Executive Director of Healthy Rowan, presented the Board of Commissioners with the Novant Health Corporate Health Cup (Cup). Ms. Caldwell explained that in 2015 the Cup was initiated to commemorate the organization that did the most to improve the health of the community. Ms. Caldwell said the Board of Commissioners was chosen this year to receive the Cup due to its work to bring the County's parks to tobacco free status.

The Board joined Ms. Caldwell and Ms. Smith in front of the dais to receive the award.

Commissioner Klusman thanked the Board for making the parks tobacco free, which had been a priority for Healthy Rowan.

Commissioner Greene shared that the Parks and Recreation Board had always wanted to be non-smoking; however, action had not been taken sooner due to the issue of enforcement. Commissioner Greene explained the Parks Department hired a lot of young people each year and it would be difficult for young teenagers to enforce a non-smoking policy.

4. QUASI-JUDICIAL HEARING: CUP 05-18 FOR NORTHPOINT DEVELOPMENT, LLC

Chairman Edds read the Chairman's Speech (Exhibit A) and declared the hearing for CUP 05-18 to be in session. Chairman Edds said the hearing would focus on an application submitted by NorthPoint Development, LLC to construct an approximate 692,000 square foot building for warehousing and distribution related uses on Rowan County Tax Parcel 052-096 located at the southeast corner of the I-85 and Long Ferry Road intersection.

The Clerk swore in those wishing to provide testimony in the case.

Planning Director Ed Muire presented the Staff Report (Exhibit B), as well as a power point (Exhibit C) as he discussed the application. Mr. Muire said NorthPoint Development, LLC requested issuance of a conditional use permit (CUP) to construct an approximate 692,000 square foot building, with future expansion allowance of 109,500 square feet on Tax Parcel 052-096. Requested occupancies for the building included warehousing and distribution related uses, specifically SIC Codes 42, 47, 50 and 51. Mr. Muire said the requested occupancies were conditional uses in the current 85-ED-2 zoning classification.

According to the Staff Report (Exhibit B) from the applicant's narrative, "...the distribution facility is for the housing and storage of consumer products for e-commerce distribution to consumers within the regional market. The proposed Class A facility is proposed to have 40' clear heights to accommodate the racking and material handling systems for the storage, handling and loading and unloading of goods within the building."

Mr. Muire reviewed the background in the Staff Report (Exhibit B) and said the site in question was commonly referred to as the Trevey Site (Site). Using the power point, Mr. Muire showed the site in question, as well as the surrounding area. The property had been a candidate in the Duke Energy Site Readiness Program and one of the County's premier sites touted by Rowan County Economic Development Commission efforts recruiting commercial/industrial development and job creation.

Using the power point (Exhibit C), Mr. Muire showed the site and surrounding area.

According to the Staff Report (Exhibit B), action taken by the Board of Commissioners (Board) on December 13, 2000 amended the zoning ordinance

to create the 85-ED district classifications and the site was zoned 85-ED-1. On October 3, 2016 the Board unanimously approved a request from the property owners to change the site's zoning designation from 85-ED-1 to 85-ED-2. The primary difference between district classifications is the addition of distribution and wholesaling operations in 85-Ed-2.

The site had over 1100 feet of frontage along the unnamed I-85 service road traveling along its western border and consequently, had prominent visibility to and from both northbound and southbound I-85. The service road would effectively function as a driveway providing direct access to Long Ferry Road.

Continuing with the power point (Exhibit C), Mr. Muire highlighted the conditional use criteria and other zoning criteria in the Staff Report (Exhibit B).

Procedurally, Mr. Muire said the Board's decision to issue or deny the CUP 05-18 application must include facts supporting these findings, in the affirmative or negative. Mr. Muire provided the Board with Example Findings of Fact (Exhibit D).

Chairman Edds opened the floor for those that had been sworn to come forward and provide testimony. The following citizens came forward:

- Ian McDonald of NorthPoint Development, LLC (Company) said the Company primarily builds industrial development as warehousing distribution centers or manufacturing. Mr. McDonald said the Company had settled on the site because it liked the community. Mr. McDonald said his Company had worked with the user before and the user had been well received in other communities. Mr. McDonald thanked the Board for the opportunity to locate in Rowan County. Mr. McDonald also praised Mr. Muire and Planning Staff for guiding the Company through the necessary steps to pursue the location.

Chairman Edds praised communication efforts and professionalism extended by the Company.

Mr. McDonald echoed the sentiments expressed by Chairman Edds and also thanked the Director of the Economic Development Commission (EDC), Rod Crider, and EDC Vice President of Operations, Scott Shelton.

- FE Isenhour, Town Administrator for the Town of East Spencer spoke in support of the development in the northern end of the County. Mr. Isenhour expressed hope the project would generate growth in the area.

Chairman Edds said he had also received a text message from Mayor Mallet (who was out of town) sending her support for the project.

- Vernon Powell said he was representing the property owners, Mr. Epting and Mr. Trevey, who offered their unconditional support for the proposed development.
- Archie Jarrell said the proposed development was exactly what the EDC had hoped for the property years back. Mr. Jarrell said he was in favor of the project.

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

Commissioner Pierce moved that the development of the property in accordance with the proposed conditions would not materially endanger the public health or safety.

FACT: The site will be subject to all aspects of the County's development review process and the building will be compliant with all aspects of the NC Building Code. Access and traffic generated by the project will be effectively managed and permitted by NCDOT.

The motion was seconded by Commissioner Klusman and passed unanimously.

Commissioner Pierce moved that the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity.

FACT: Adjoining properties have likewise been zoned to accommodate and recruit economic development projects, building investment and job creation.

The motion was seconded by Commissioner Greene and passed unanimously.

Commissioner Pierce moved the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.

FACT: The project is consistent with Area 2 recommendations of the East Rowan Land Use Plan and the zoning map change for the parcel approved in 2016.

The motion was seconded by Commissioner Klusman and passed unanimously.

Commissioner Pierce moved to approve issuance of CUP 05-18 based on the project's compliance with the general evaluation and other zoning criteria presented tonight and subject to the items referenced in the Staff presentation. The motion was seconded by Commissioner Klusman and carried unanimously.

5. QUASI-JUDICIAL HEARING: CUP 06-18

Chairman Edds read the Chairman's Speech (Exhibit A) and declared the public hearing for CUP 06-18 to be in session. Chairman Edds said the hearing would focus on an application submitted by Nicole Sherrell to construct a residential storage facility on Tax Parcel 236 125 located on Ritchie Road.

The Clerk swore in those wishing to provide testimony in the case.

Planner Aaron Poplin presented the Staff Report (Exhibit B) and a power point presentation (Exhibit C) as he discussed the case.

Using the power point (Exhibit C) to depict the site in question, as well as the surrounding area, Mr. Poplin said the applicant requested a conditional use permit to accommodate a 2,400 square foot residential storage facility on Tax Parcel 236 125. The proposed structure would be located on the parcel in which Ms. Sherrell planned to construct a house at a later date, and would be used to store personal items and equipment during the construction of their home.

Mr. Poplin reviewed the conditional use requirements and evaluation criteria contained in the Staff Report (Exhibit B).

Procedurally, Mr. Poplin said the Board must adopt facts supporting the Findings of Fact based on the evaluation criteria in the Staff Report (Exhibit B). Mr. Poplin provided the Board with Example Findings of Fact (Exhibit D).

Commissioner Pierce asked if there would be a well and septic system installed on the property for the structure in question and the applicant responded no.

Chairman Edds opened the floor to receive testimony from those that had been sworn and the following came forward:

- Nicole Sherrell, the applicant, said she and her husband were planning to build a home but the timing to build was not quite right for them. Ms. Sherrell explained that they wished to build the barn now to store their belongings until they were able to build.

In response to an inquiry from Commissioner Greene, Ms. Sherrell confirmed there was a deeded right of way back to property.

With no one else wishing to provide testimony, Chairman Edds closed the public hearing.

Commissioner Pierce said the Board had received several requests this year for this type of designation. Commissioner Pierce continued by saying he would like to see the Commissioners turn these types of requests over to the Planning Board to see if there was some type of exception that would separate whether

building in a development where there might be covenants as opposed to building on rural agricultural land out in the County. Commissioner Pierce said he was not saying the requests did not need to come back to the Commissioners but he felt there could be easier method of streamlining the process.

Chairman Edds concurred with Commissioner Pierce.

Commissioner Caskey moved the development of the property in accordance with the proposed conditions will not materially endanger the public health or safety.

FACT: This request complies with all eight (8) specific requirements identified in section 21-60(10) for residential storage facilities.

FACT: The proposed structure is subject to compliance with applicable building code standards.

The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Caskey moved that the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity.

FACT: No material evidence was presented suggesting this request would injure property values.

The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Caskey moved that the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.

FACT: The proposed building square footage is less than the allowable 10% of the total lot size for accessory structures on residentially developed lots.

The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Pierce moved, Commissioner Caskey seconded and the vote to approve CUP 06-18 passed unanimously.

Commissioner Pierce moved to request the Planning Board look at the ordinance restricting garages being built on property without residential structures to see if there was a way to draw a conclusion based on acreage and confinement not tied to a development or developments with ordinances restricting structures in

order to streamline the process for citizens. The motion was seconded by Commissioner Greene and passed unanimously.

PUBLIC HEARING FOR Z 05-18

Planner Aaron Poplin reported Donnie Gibbs was requesting the rezoning of his 2.16 acre parcel known as Tax Parcel 230-024 located at the 9275 W NC 152 Hwy from Rural Agriculture (RA) to Commercial, Business, Industrial (CBI).

Mr. Poplin said the property had been owned by Mr. Gibbs since 2000. In 2001 a zoning permit was issued for a 5,000 square foot building to be used as a race shop as part of a SR business in the RA district, and was built to commercial code. The owner was considering selling the property and rezoning to CBI would allow a new owner to operate a business without the SR requirement of living adjacent to the business, or requiring a special use permit.

Using the power point Mr. Poplin showed the site in question, as well as the surrounding area.

Mr. Poplin highlighted the zoning criteria and decision making steps for the Board.

Procedurally, Mr. Poplin said the Board must develop a statement of consistency describing whether its action was consistent with any adopted comprehensive plans and indicate why their action was reasonable and in the public interest.

With regards to spot zoning, Mr. Poplin explained a statement of reasonableness was necessary to substantiate a small-scale zoning decision and ensure the decision was reasonable.

Mr. Poplin said the Planning Board held their meeting on June 25, 2018. During the course of the courtesy hearing, three (3) people including the applicant spoke about the request. Bob Edwins and Wade Karriker both informed the Planning Board they were not against the rezoning but did not want the property going to someone that would negatively affect Prospect Presbyterian Church.

Chairman Edds called the applicant forward:

- The applicant, Donnie Gibbs, Jr., explained that he had bought the dragstrip on Wilkerson Road and planned to move his shop to the dragstrip. Mr. Gibbs said he was into his second year with the dragstrip and he would be back before the Board for many future improvements.

Chairman Edds opened the public hearing to receive citizen input regarding Z 05-18 and with no one wishing to address the Board, Chairman Edds closed the public hearing.

The Planning Board adopted the following statements:

Chairman Edds moved approval of the Statement of Reasonableness as follows: In accordance with section 21-362(j) of the Rowan County Zoning Ordinance and after due consideration the Planning Board advises the Z 05-18 request was reasonable and in the public interest based on the following: the tract was adjacent to an Industrial District. It is an established commercial use and it is located along NC 152 Hwy, which is a major thoroughfare. The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Edds moved approval of the Statement of Consistency as follows: Z 05-18 is consistent with the Western Rowan Area 3 Land Use Plan based on the following: While the land use plan recommends highway business, the tract is adjacent to a 100 acre Industrial District. It is located along a major thoroughfare. It is an established business and a continued use of an existing building. Furthermore, the adoption of Z 05-18 is reasonable and in the public interest based on the following: The land is adjacent to a 100 acre Industrial District. It is located along a major thoroughfare and it is an established business and a continued use of an existing building. The motion was seconded by Commissioner Pierce and carried unanimously.

Chairman Edds moved, Commissioner Pierce seconded and the vote to approve Z-05-18 passed unanimously.

PUBLIC HEARING FOR Z 06-18

Planner Aaron Poplin reported that Steven Wyatt was requesting the rezoning of a 3.22 acre portion of Tax Parcel 126-026 located at 330 Beaver Loop from Commercial, Business, Industrial with a Conditional Use District (CBI-CUD) to Rural Agricultural (RA).

In 2001 a 3.22 acre portion of the 16.42 acre parcel was rezoned from RA to CBI-CUD as part of request Z-05-01 to accommodate a paintball facility. The rest of the property remained RA. The paintball facility was no longer in operation and the owner was looking to rezone the property back to its original zoning.

Using a power point, Mr. Poplin showed the site in question, as well as the surrounding area.

Mr. Poplin reviewed the zoning criteria and decision making procedures for the Board.

The Planning Board met on July 23, 2018 and during the course of the hearing, only the applicant spoke regarding the request. The Planning Board unanimously adopted the following statement:

Statement of Consistency – Z 06-19 is consistent with the Eastern Rowan Area 3 Land Use Plan based on the following: The use is consistent with the existing land use regulations and occupancies of the surrounding area, it is compatible with the existing utilization of the roads, and is consistent with the County's objectives. Furthermore the adoption of Z 06-18 is reasonable and in the public interest based on the following: The use is consistent with the existing land use regulations and occupancies of the surrounding area, it is compatible with the existing utilization of the roads.

Chairman Edds opened the public hearing to receive citizen input regarding Z 06-18 and with no one wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Pierce moved approval of the Statement of Consistency as follows: Z 06-19 is consistent with the Eastern Rowan Area 3 Land Use Plan based on the following: The use is consistent with the existing land use regulations and occupancies of the surrounding area, it is compatible with the existing utilization of the roads, and is consistent with the County's objectives. Furthermore the adoption of Z 06-18 is reasonable and in the public interest based on the following: The use is consistent with the existing land use regulations and occupancies of the surrounding area, it is compatible with the existing utilization of the roads. Commissioner Greene seconded and the motion passed unanimously.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve Z 06-18 passed unanimously.

CONSIDER APPROVAL OF FSW 02-18

Planner Aaron Poplin reported that Jeff Parks was requesting a family subdivision waiver to allow for a two-lot family subdivision on a 10-acre parcel (Tax Parcel 249A082) off Parks Field Drive. The parcel was owned by Rae Parks who was Jeff Parks' second cousin.

Mr. Poplin provided staff report and explained that the Rowan County Subdivision Ordinance (Ordinance) allowed family subdivisions to be approved for immediate family members, and defines the immediate family members as an individual's grandparents, step-grandparents, parents, step-parents, sibling(s) (full, half or step) children, step-children, grandchildren and step-grandchildren, whether natural or legal. Mr. Poplin said the Ordinance had provisions to allow the Board of Commissioners to offer a waiver to the definition of an immediate family member. Mr. Poplin said Staff had discussed with the applicant and he understood the subdivision was only allowed to be deeded for him to build a home and live in.

Continuing with the staff report, Mr. Poplin said one of the reasons the County adopted the Ordinance was in response to maintenance issues often created by

private roads, especially those providing access to a significant number of residences. Requirements specified new divisions could only be established on property containing sufficient public road frontage for both the new and residual lot and where new roads were constructed to meet NCDOT standards. In lieu of these options, the Ordinance established a process where a property owner could convey parcels to their immediate family members for the purpose of establishing new residences.

The Board has the option to relax one (1) or more of the family subdivision requirements in a legislative process when undue hardship may result from strict compliance. Traditionally, the Board has considered waivers for family members seeking more than three (3) new lots, or conveyance to family members outside the immediate family.

Mr. Poplin outlined the criteria the Board should consider while ensuring the waiver “shall not be detrimental to the county and the area surrounding the subdivision.”

In response to an inquiry from Commissioner Pierce, Mr. Poplin said the road was state maintained.

Chairman Edds opened the public hearing to receive citizen input and with no one coming forward, Chairman Edds closed the public hearing.

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

FINANCIAL REPORT

Assistant County Manager/Finance Director Leslie Heidrick provided the Board with an update regarding the County’s current financial status as follows -

- Annual Cumulative Revenue Comparisons as of July: \$1,033,931
- Annual Cumulative Expenditure Comparisons as of July: \$7,021,922
- Annual Cumulative Current Year Property Tax Comparison as of July: \$21,573,977
- Annual Cumulative Sales Tax Comparison as of April: \$20,183,366
- Monthly Sales Tax as of April: \$1,953,354

CONSIDER APPROVAL OF BUDGET AMENDMENTS

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

- Sheriff – Recognize donation from NC Transportation Museum and budget to Explorer Expenditures Fund - \$400

- Sheriff – Recognize check from the Robertson Foundation and place in GREAT Fund Expense account for use by the GREAT Summer Camps – \$5,000
- Sheriff – Recognize checks from Rowan-Salisbury School System and place in proper expense account. This reimbursement is for training expenses for SRO's to attend State Conference - \$1,100
- Sheriff – Recognize donations to Challenge of the Badge Fund and place in expense account - \$910
- Finance – Recognize reserved funds from FY 2018 for Animal Services Grants and donations. Reserved funds represent money received by a department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditures in the new fiscal year \$68,472
- Finance – Recognize reserved funds from FY 2018 for Cooperative Extension. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year - \$36,463
- Finance – Recognize reserved funds from FY 2018 for Emergency Services. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year - \$24,750
- Finance - Recognize reserved funds from FY 2018 for DSS. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year - \$206,209
- Finance – Recognize reserved funds from FY 2018 Soil & Water. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year - \$640
- Finance – Recognize reserved funds from FY 2018 for Environmental Management. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year - \$28,067
- Finance – To budget for transfer of funds from Fund 101 (General Fund) to Fund 203 (Community Development) and Fund 317 (West End Plaza) \$940,912
- Finance – To appropriate fund balance and expenditures for FY 2018 General Fund Encumbrances - \$1,447,919
- Finance – To appropriate fund balance and expenditures for vehicles approved in FY 2018 for Environmental Management - \$37,000
- Finance – To appropriate revenue, fund balance and expenditures for Airport runway overlay project and fuel tank maintenance - \$1,863,288

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

CLOSED SESSION

Chairman Edds moved at 7:20 p.m. to enter into Closed Session in accordance with North Carolina General Statute:

- § 143-318.11(a)(1) to consider approval of the minutes of the Closed Sessions held on June 18, 2018;
- § 143-318.11(a)(6) for a personnel matter; and
- § 143-318.11(a)(4) to consider a special joint meeting with Kannapolis City Council regarding an economic development matter at the Old Beatty Ford Road Interchange and I-85.

The Board returned to Open Session at 7:42 p.m. No action was taken.

ADJOURNMENT

There being no further business to come before the Board, Commissioner Klusman moved to adjourn at 7:42 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: County Attorney Jay Dees
DATE: August 28, 2018
SUBJECT: Granite Quarry Easement for Chamandy Drive Extension

ATTACHMENTS:

Description	Upload Date	Type
Easement	8/28/2018	Cover Memo
Survey	8/28/2018	Cover Memo

NORTH CAROLINA

ROWAN COUNTY

EASEMENT

THIS EASEMENT, made and entered into this _____ day of August, 2018, by and between, ROWAN COUNTY, a body corporate and politic, (GRANTOR) and THE TOWN OF GRANITE QUARRY, a North Carolina municipal corporation, (GRANTEE).

WITNESSETH:

BEING that certain parcel or tract of land shown as CHAMANDY DRIVE, upon the map and survey by Richard L. Shulenburger, RLS, recorded in the Book of Maps 9995 at Pages 8258 and 7744, in the Office of the Register of Deeds for Rowan County, North Carolina, together with the extension of Chamandy Drive, described as follows:

BEGINNING at an existing iron located in the southwest margin of the cul-de-sac of Chamandy Drive, as said iron is shown on survey for Chamandy Drive, as recorded in Book of Maps 9995 at Page 8258, Rowan County Registry, and running thence with the cul-de-sac for Chamandy Drive, as it curves to the left, said curving having a chord bearing and distance of South 67-08-18 East 35.10 feet with an arc distance of 35.48 feet to a new iron; thence South 34-23-45 West 453.59 feet to an iron; thence with a curve to the left, said curve having a chord bearing and distance of South 4-11-04 East 44.90 feet, with an arc distance of 48.45 feet; thence with a curve to the right, said curve having a chord bearing and distance of South 3-11-11 East 91.75 feet, an arc distance of 99.47 feet; thence North 54-38-22 West 143.98 feet to a new iron; thence North 34-23-45 East 567.86 feet to a new iron in the cul-de-sac of Chamandy Drive; thence with a curve to the left, having a chord bearing and distance of South 42-28-29 East 28.29 feet with an arc distance of 28.44 feet to the POINT OF BEGINNING, all as shown on Property Survey for Rowan County, as prepared by Richard L. Shulenburger, RLS, dated April 12, 2018.

EC ROWAN, LLC, may have a future interest in the property covered by the Chamandy Drive Extension, and joins in this Easement for the purpose of expressing its consent to this Easement and to release any future rights to the property shown as the Chamandy Drive Extension.

GRANTEE shall have the right of ingress and egress over and upon said property for the purpose of constructing, maintaining, replacing, repairing and inspecting said public roadway, equipment, utilities or other facilities in connection therewith.

The designation, GRANTOR or GRANTEE, as used herein, shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine, or neuter, as required by context.

TO HAVE AND TO HOLD said easement unto the said TOWN OF GRANITE QUARRY, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

COUNTY OF ROWAN, a body
corporate and politic

By: _____(SEAL)

EC ROWAN, LLC, a North Carolina limited
liability company

By: _____(SEAL)

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 (s)he is _____ of ROWAN
COUNTY, a body corporate and politic, and that as _____, being authorized to do
so, executed the foregoing on behalf of ROWAN COUNTY.

WITNESS my hand and official stamp or seal, this _____ day of August, 2018.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA, COUNTY OF ROWAN

I, a Notary Public of the State and County aforesaid, do hereby certify that _____, personally appeared before me this day and acknowledged that (s)he is Manager of EC ROWAN, LLC, a North Carolina limited liability company, and further acknowledged the due execution of this Easement on behalf of the limited liability company.

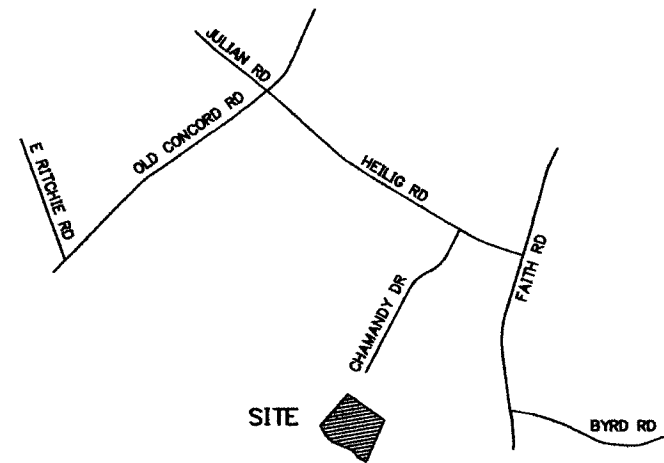
WITNESS my hand and official stamp or seal, this _____ day of August, 2018.

NOTARY PUBLIC

My Commission Expires: _____

J. E. BRINDLE, REGISTER OF DEEDS

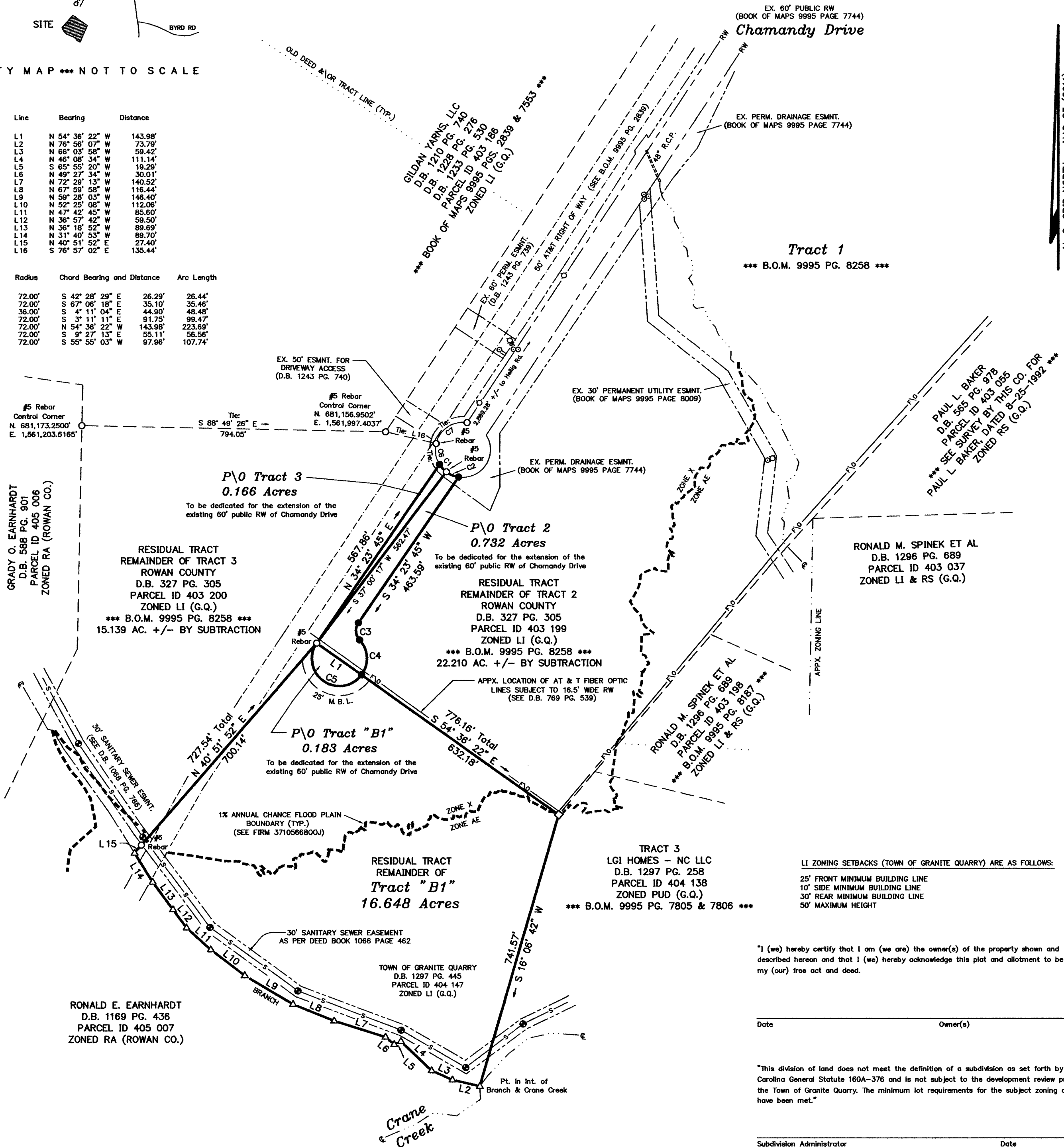
ASSISTANT/DEPUTY



VICINITY MAP *** NOT TO SCALE

Line	Bearing	Distance
L1	N 54° 36' 22" W	143.98'
L2	N 76° 56' 07" W	73.79'
L3	N 68° 03' 58" W	59.42'
L4	N 48° 08' 34" W	111.14'
L5	S 65° 55' 20" W	19.29'
L6	N 49° 27' 34" W	30.01'
L7	N 72° 28' 13" W	140.52'
L8	N 67° 58' 58" W	118.44'
L9	N 59° 28' 03" W	148.40'
L10	N 52° 25' 08" W	112.06'
L11	N 47° 42' 45" W	85.60'
L12	N 36° 57' 42" W	59.50'
L13	N 36° 18' 52" W	89.69'
L14	N 31° 40' 53" W	89.70'
L15	N 40° 51' 52" E	27.40'
L16	S 76° 57' 02" E	135.44'

Curve	Radius	Chord Bearing and Distance	Arc Length
C1	72.00'	S 42° 28' 29" E 26.29'	26.44'
C2	72.00'	S 67° 06' 18" E 35.10'	35.46'
C3	36.00'	S 4° 11' 04" E 44.90'	48.48'
C4	72.00'	S 3° 11' 11" E 91.75'	99.47'
C5	72.00'	N 54° 36' 22" W 143.98'	223.69'
C6	72.00'	S 9° 27' 13" E 55.11'	56.56'
C7	72.00'	S 55° 55' 03" W 97.96'	107.74'



I, RICHARD L. SHULENBURGER, PROFESSIONAL LAND SURVEYOR, L-2667 N.C., CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

RICHARD L. SHULENBURGER, P.L.S.

4-12-18
DATE

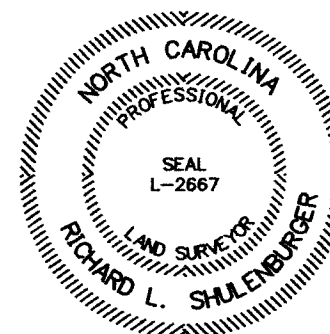
STATE OF NORTH CAROLINA
COUNTY OF ROWAN

I, _____, REVIEW OFFICER OF ROWAN COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER

DATE

I, RICHARD L. SHULENBURGER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, D.B. (see references); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN D.B. (N/A) PG. (N/A); THAT THE RATIO OF PRECISION AS CALCULATED IS 1 : 10,000+ ; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 12th DAY OF APRIL, 2018.



"I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby acknowledge this plat and allotment to be my (our) free act and deed.

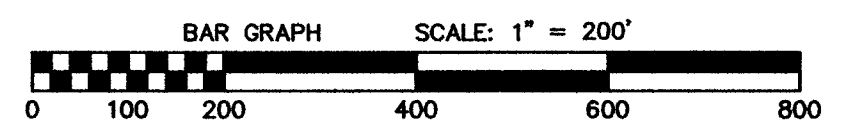
Date _____ Owner(s) _____

"This division of land does not meet the definition of a subdivision as set forth by North Carolina General Statute 160A-376 and is not subject to the development review process of the Town of Granite Quarry. The minimum lot requirements for the subject zoning district have been met."

Subdivision Administrator _____ Date _____

NOTES:

- A PORTION OF THIS PROPERTY LIES WITHIN DESIGNATED FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) (SEE MAP). A PORTION OF THIS PROPERTY LIES WITHIN DESIGNATED FLOOD ZONE "AE" (1% ANNUAL CHANCE FLOOD PLAIN - BASE FLOOD ELEVATIONS DETERMINED) (SEE MAP & FIRM 3710566800J) (EFFECTIVE DATE 6-16-2009).
- THIS PROPERTY IS ZONED LI (TOWN OF GRANITE QUARRY).



LEGEND	
Water Meter	Water Meter
Fire Hydrant	Fire Hydrant
Existing Stone	Existing Stone
Manhole	Manhole
Ex. Iron (as described)	Ex. Iron (as described)
New Iron (#5 rebar)	New Iron (#5 rebar)
Point (not set)	Point (not set)
Water Valve	Water Valve
Centerline	Centerline
Right-of-Way	Right-of-Way

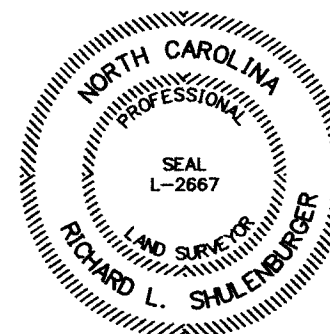
STATE OF NORTH CAROLINA
COUNTY OF ROWAN

I, _____, REVIEW OFFICER OF ROWAN COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER

DATE

I, RICHARD L. SHULENBURGER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, D.B. (see references); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN D.B. (N/A) PG. (N/A); THAT THE RATIO OF PRECISION AS CALCULATED IS 1 : 10,000+ ; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 12th DAY OF APRIL, 2018.



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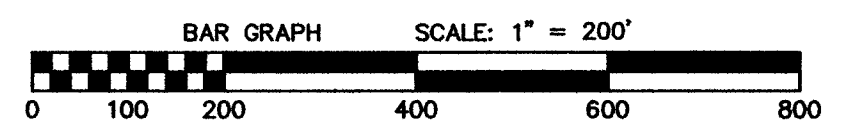
Date _____ Owner(s) _____

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- THIS PROPERTY IS ZONED LI (TOWN OF GRANITE QUARRY).



PROPERTY SURVEY FOR:
Rowan County

SCALE: 1" = 200'
DATE: 4-12-2018

93.394 Acre Tract
Hellig Road

LITAKER TOWNSHIP, ROWAN COUNTY, NORTH CAROLINA
REFERENCES: Parcel ID 403 038, Deed Book 327 Page 305.
Book of Maps 9995 Page 7700.

SURVEY AND MAP BY SHULENBURGER SURVEYING COMPANY, P.A. (FIRM # C-1858)
516 N. MAIN ST., SALISBURY, N.C. PHONE: 704-637-9623

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: 08/24/2018
SUBJECT: Proclamation for Patriot Day - A Day of Remembrance - September 11, 2001

ATTACHMENTS:

Description

Proclamation

Upload Date

8/24/2018

Type

Cover Memo

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



Aaron Church, County Manager
Carolyn Barger, Clerk to the Board
John W. Dees, II, County Attorney

Rowan County Board of Commissioners

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

PATRIOT DAY A DAY OF REMEMBRANCE SEPTEMBER 11, 2001

WHEREAS, on Tuesday September 11, 2001, terrorists attacked the United States of America in a series of senseless, cowardly, and despicable acts of war, directed at innocent men, women and children in the World Trade Center complex in New York City, the Pentagon in Washington D.C. and on board four passenger jets, resulting in the tragic loss of life of thousands of U.S. citizens and foreign nationals; *and*

WHEREAS, in the aftermath of the attacks, the people of the United States stood united in providing support for those in need, inspired by the heroic sacrifices of our firefighters, rescue and law enforcement personnel, military service members, and other citizens; *and*

WHEREAS, September 11th should not only be remembered as a day of great tragedy but also as a day of triumph, courage, kindness, love, hope and freedom, and as a reminder of the newfound unity, focus and strength in our Nation; *and*

WHEREAS, by U.S. House Joint Resolution 71 signed into law on December 18, 2001 (Public Law 107-89), Congress authorized and requested the President to designate September 11th of each year as "**Patriot Day**" and to call upon state and local governments to observe **Patriot Day** by displaying the flag of the United States at halfstaff and by observing a moment of silence at 8:46 a.m. marking the first plane crash.

NOW, THEREFORE, BE IT PROCLAIMED, that the Rowan County Board of Commissioners does hereby declare September 11, 2018 as **Patriot Day** in Rowan County and encourages all citizens to honor and respect the innocent victims of September 11, 2001 and to salute the heroism of public safety and rescue workers, volunteers, local officials, and those who responded to the tragic events with courage, selfless compassion, determination and undying patriotism.

This the 4th day of September 2018.

Gregory C. Edds, Chairman
Rowan County Board of Commissioners

ATTEST:

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

Equal Opportunity Employer



recycled paper

ROWAN COUNTY
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TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: 08/24/2018
SUBJECT: Proclamation for First Responders Appreciation Day

ATTACHMENTS:

Description	Upload Date	Type
Proclamation for First Responders Appreciation Day	8/24/2018	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

Rowan County Board of Commissioners

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

PROCLAMATION

FIRST RESPONDERS APPRECIATION DAY

WHEREAS, First Responders are a vital part of our communities standing ready to deal with emergencies and volunteering in our schools and community organizations 24 hours a day; *and*

WHEREAS, in 2017 the North Carolina General Assembly designated September 11th of each year as **First Responders Day** making it an official State holiday in recognition of the huge sacrifices made by First Responders following the World Trade Center attack in 2001; *and*

WHEREAS, having this day recognized each year will keep the September 11, 2001 sacrifices alive and continue to honor the First Responders who risk their own safety in the execution of their duties every day; *and*

WHEREAS, members of the various First Responder organizations undergo significant education and training in order to achieve the expertise required to respond to all types of emergency situations; *and*

WHEREAS, the citizens of Rowan County are grateful to the men and women who perform vital services to protect and serve their communities.

NOW THEREFORE, the Rowan County Board of Commissioners does hereby proclaim September 11, 2018 as **First Responders Appreciation Day** in Rowan County and encourages all citizens to express their gratitude to First Responders for their sacrifices and commitment to protect and serve.

This the 4th day of September, 2018.

Gregory C. Edds, Chairman

ATTEST:

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

Equal Opportunity Employer



recycled paper

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

MEMO TO COMMISSIONERS:

FROM: Chris Soliz, Chief, Emergency Services
DATE: 8/22/18
SUBJECT: Ambulance Franchise Application

The Emergency Services Department, EMS Division, has received and verified an application for an ambulance franchise to be operated by Med-Trans. All County and State standards have been met by the applicant. Additionally, the applicant has guaranteed the ability to provide EMS backup to Rowan County at the Advanced Life Support Level for every call for service. This is a distinct benefit and will be the only Franchise able to provide such a guarantee.

Rowan County Emergency Services respectfully recommends approval of the Franchise Ambulance application.

ATTACHMENTS:

Description	Upload Date	Type
Med-Trans Ambulance Franchise Application	8/23/2018	Exhibit



Be an original.

2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388

[p] 704-216-8900

[f] 704-216-8921

MEMORANDUM

To: Chris Soliz, Chief
From: Lennie Cooper, EMS Division Chief
Subject: Med-Trans Franchise Application
Date: August 23, 2018

Med-Trans Corporation has submitted a completed "Application for Ambulance Franchise" in accordance with the Rowan County Ambulance Franchise Ordinance. Med-Trans currently operates within the County as Novant Health Med Flight (NHMF). Air Medical services do not require a franchise; however NHMF desires to add a ground transport capability which does require a franchise.

NHMF expressed a desire to begin ground operations at the time that they began their air medical service. The primary mission of the ground operation mirrors that of the air operation. They support Novant Health, primarily Rowan Medical Center, with hospital transfers and other patient movement needs. A secondary objective of the ground operation will also be "back up" for the air operation in times of inclement weather or other conditions that prevent the use of the aircraft.

Additionally, they have also indicated the desire to provide "EMS backup" to the County upon request. Currently all franchises provide EMS back up but advanced life support capabilities (ALS) are not always available. NHMF will be the only franchisee that will guarantee ALS capable assistance on every call for service. Internal policy and contractual obligations require a minimum staffing level that meets ALS guidelines.

I have reviewed the application and required documentation. It is complete with the exception of North Carolina Office of EMS (NCOEMS) information that has not yet been generated. NCOEMS will not provide an ambulance permit until the agency has received a franchise. The permit #, inspection date and expiration dates can not be submitted at this time. Med-Trans will provide those before beginning operations.

I recommend the granting of the franchise based on the application and documentation. I am requesting that this matter be placed on the agenda for approval by the Board of Commissioners at the first available opportunity.

*Providing comprehensive services for the common good
through effective community preparedness and management of adverse events*

County of Rowan



Department of Emergency Services EMS Division



Application for Ambulance Franchise

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

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

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

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

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

Changes requiring an Application for Ambulance Franchise Modification include:

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

SECTION I: PROVIDER INFORMATION

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

Name: **Med-Trans**

Address: **209 State Hwy 121 Bypass Suite 21**

City: **Lewisville** State: **TX** Zip: **75067**

Phone: **(940) 591-5811** Fax Number: **N/A** Email Address: **russell.wise@med-trans.net**

Pager: **N/A** Mobile: **(803) 295-8338**

NAME UNDER WHICH SERVICE WILL OPERATE: ² **Novant Health Med Flight Ground**

NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER: **1877**

LEVEL OF SERVICE TO BE PROVIDED: ^{3,4} ☐ CONVALESCENT ☐ EMT-B ☐ EMT-I ☒ EMT-P

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

Med-Trans is a long standing air medical provider of critical care transport for the ill and injured patient. Med-Trans will apply the same standards for their affiliated ground services. The Driver position of the ground ambulance team will possess at a minimum a NREMT-B certification, and be current in either EVOC or CEVO. The patient care provider will at a minimum be a NREMT-P with the possible exception of an NREMT-A, who is attending a NC. State approved paramedic class may provide clinical care with a preceptor.

Please attached paperwork for the education plan and the current roster from NCOEMS CIS data base.

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

A current vehicle list is unavailable. One CCT vehicle that will operate as an ALS unit except during inclement weather and when heavy maintenance is due on the aircraft.

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

VIN: **1FDYR2CMXJKA36041** Permit: Inspection Date: Expiration:

LIST THE LOCATION AND DESCRIPTION OF LOCATION/LOCATIONS FROM WHICH THE PROVIDER INTENDS TO OPERATE INCLUDING A DESCRIPTION OF THE RESPONSE DISTRICT⁷ **AND HOURS OF OPERATION**⁸. If more than 2 locations are intended, contact the Emergency Services Office for an amended application. Include a copy of your agency's listing from the North Carolina Office of Emergency Services CIS data base.

Location Name: **Novant Health Med Flight Rowan Medical Center**

Physical Address: **901 West Henderson Street**

City: **Salisbury** State: **NC** Zip Code: **28144**

Mailing Address: **901 West Henderson Street**

City: **Salisbury** State: **NC** Zip Code: **28144**

Phone Number: **(704) 210-5022**

Location Hours of Operation: **24** Location Days of Operation: **07**

Location Name:

Physical Address:

City: State: Zip Code:

Mailing Address:

City: State: Zip Code:

Phone Number:

Location Hours of Operation: Location Days of Operation:

INDICATE SERVICES CURRENTLY PROVIDED BY THE APPLICANT. ADDITION OR DELETION OF SERVICES REQUIRES AN APPLICATION FOR FRANCHISE MODIFICATION.⁹

AGENCY TYPE: Check One

☐ Public ☒ Private

RESPONSE LEVEL: Check One

☐ Primary Emergency Response (receives assignments from ROWAN Telecommunications via radio dispatch)

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

ADDITIONAL SERVICES PROVIDED: Check all that apply

☒ Event Standby

☒ Transportation of members/employees

☒ EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)

SECTION II: FRANCHISE MODIFICATION

NAME AND ADDRESS OF THE APPLICANT AND OWNER OF THE AMBULANCE PROVIDER. ¹

Name:

Address:

City: State: Zip:

Phone: Fax Number: Email Address:

Pager: Mobile:

NAME UNDER WHICH SERVICE WILL OPERATE: ²

NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER:

LEVEL OF SERVICE TO BE PROVIDED: ^{3,4} ☐ CONVALESCENT ☐ EMT-B ☐ EMT-I ☐ EMT-P

FOR ADDITIONS OR DELETIONS, PROVIDE INFORMATION BELOW FOR THE AFFECTED LOCATION(S).

☐ ADD ☐ DELETE

Location Name:

Physical Address:

City: State: Zip Code:

Mailing Address:

City: State: Zip Code:

Phone Number:

Location Hours of Operation: Location Days of Operation:

INDICATE SERVICES PROPOSED BY THE APPLICANT AS A PART OF THIS APPLICATION FOR FRANCHISE MODIFICATION. ⁹

AGENCY TYPE: Check One

☐ Public ☐ Private

RESPONSE LEVEL: Check One

☐ Primary Emergency Response (receives assignments from ROWAN via radio dispatch)

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

ADDITIONAL SERVICES PROVIDED: Check all that apply

- ☐ Event Standby
- ☐ Transportation of members/employees
- ☐ EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)

DOCUMENT CHECKLIST: Please be certain that all of the documents listed are included with your application.

- ☒ Certified copy of "Assumed Name Certificate" or Articles of Incorporation.
- ☒ Annual Continuing Medical Education Training Plan
- ☒ Current employee/member roster printed from the North Carolina Office of Emergency Services CIS data base
- ☒ Current vehicle listing printed from the North Carolina Office of Emergency Services CIS data base
- ☒ Current Station listing printed from the North Carolina Office of Emergency Services CIS data base

FOR MODIFICATION APPLICANTS: (include applicable documents listed below)

- ☐ Certified copy of the UPDATED "Assumed Name Certificate" or Articles of Incorporation.
- ☐ UPDATED employee/member roster printed from the North Carolina Office of Emergency Services CIS data base
- ☐ UPDATED vehicle listing printed from the North Carolina Office of Emergency Services CIS data base
- ☐ UPDATED station listing printed from the North Carolina Office of Emergency Services CIS data base

1. 4-28.(1) of the codified Rowan County Ambulance Ordinance
2. 4-28.(2) of the codified Rowan County Ambulance Ordinance
3. 4-29.(a) of the codified Rowan County Ambulance Ordinance
4. Level of Service indicated must be maintained for all hours of operation and must be the current level of service provided. Requests to modify level of service are found in Section II, Modifications.
5. 4-28.(3) of the codified Rowan County Ambulance Ordinance
6. 4-28.(4) of the codified Rowan County Ambulance Ordinance
7. 4-28.(5) of the codified Rowan County Ambulance Ordinance
8. 4-28.(6) of the codified Rowan County Ambulance Ordinance
9. 4-28.(6) of the codified Rowan County Ambulance Ordinance

SUBMIT COMPLETED APPLICATION AND REQUIRED DOCUMENTS TO:

Rowan County Department of Emergency Services
2727 Old Concord Road, Suite E
Salisbury, NC 28146

Attn: Chris Soliz, Chief

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

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

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

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

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

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

Owner/President/Chief

Type/print name: Russell O. Wise

Date

ARTICLES OF INCORPORATION
OF
MED-TRANS CORPORATION

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

ARTICLE I.

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

ARTICLE II.

The period of its duration is perpetual.

ARTICLE III.

The purposes for which the corporation is organized are:

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

ARTICLE IV.

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

ARTICLE V.

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

ARTICLE VI.

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

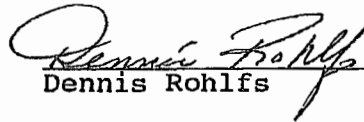
ARTICLE VII.

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

<u>NAME</u>	<u>SS#</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>
Dennis Rohlfs		1320 Crestview Lane Bismarck, ND 58501			

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

Dated this 13 day of February, 1995.


Dennis Rohlfs

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

Certificate No. _____

Filing Date: 2-14-95

Fee Paid: _____

Filed by: SK

HED-TRANS.A01
DWMJRK

State of North Dakota



CERTIFICATE OF INCORPORATION

OF

MED-TRANS CORPORATION

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

MED-TRANS CORPORATION

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

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

MED-TRANS CORPORATION

Dated: February 14, 1995

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The Station has been successfully created.



Station: Novant Health Med Flight Ground



General Information

Name: Novant Health Med Flight Ground

Physical Address:

901 West henderson Street
Salisbury , NC 28144
Rowan County

Work Number: (704) 431-4535

Status: Open

Primary Information

Agency: Med-Trans dba Med Flight

ID Number:

Longitude:

Latitude:

PLEASE REMIT TO
AMERICAN EMERGENCY VEHICLES
 29011 Network Place, Chicago, IL 60673-1290
 (336) 846-8010 • FAX (336) 982-8259

INVOICE

INVOICE NO.	PAGE
22914MG	1

PLEASE INCLUDE:
 INVOICE NO. AND CUSTOMER NO.
 WITH YOUR REMITTANCE
 TO ENSURE PROPER CREDIT.

INVOICE DATE
5/29/18
DUE ON
6/13/18

SHIP TO
 MEDTRANS
 901 W. HENDERSON STREET
 SALISBURY NC 28144
 United States of America

EXPORT	CURRENCY
N	US Dollar

TERMS
Net 0 Days (Vehicles)

SELLER ID

--

SOLD TO
 MEDTRANS
 901 W. HENDERSON STREET
 SALISBURY NC 28144
 United States of America

CUSTOMER	ORDER	SLS REP	P.O. NUMBER	P.O. REV.
82 1818301	CO22914MG	8		
SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT	
0			.000 LB	
LINE NO	ITEM NUMBER/DESCRIPTION	U/M	QUANTITY/PRICE	NET SALES AMOUNT
	2018 FORD TYPE II AMB VIN 1FDYR2CMXJKA36041 * * *			
	18SF22914MG MEDTRANS	EA	1.000 75,476.00	75,476.00
NET SALES			75,476.00	
MISC. CHARGES			.00	
FREIGHT			.00	
TAXES			.00	
TRADE DISCOUNT				.00
TERMS DISCOUNT				.00
AMOUNT DUE				75,476.00



North Carolina Department of Health and Human Services
Division of Health Service Regulation

Pat McCrory
Governor

Richard O. Brajer
Secretary

Mark Payne, Director
Health Service Regulation

November 1, 2016

Med-Trans
Henry O. Ward
101 East Wood Street
Spartanburg, SC 29303

Re: New Provider License #1877

Dear Mr. Ward:

On behalf of the North Carolina Office of Emergency Medical Services, I am pleased to inform you that your application for a license to operate as an Emergency Medical Service Provider in North Carolina has been approved. Please review the enclosed license to ensure that all information is correct. You should become familiar with your license number and the expiration date. The original license should be permanently displayed at the primary provider base. Photocopies of the license are acceptable to display in satellite and/or other locations. You will be contacted by your regional office in reference to scheduling vehicle inspections. It is also required that you notify the Office of Emergency Medical Services when ceasing operations in the State of North Carolina.

If you have any questions, please contact Paul Anderson, Systems Specialist – Western Regional Office of Emergency Medical Services – at (828) 466-5548.

Thank you for your support and feel free to call upon us if we can assist you in any way.

Sincerely,

Tom Mitchell, Chief
North Carolina Office of Emergency Medical Services

cc: Robert Byrd
Bert Bogue
Thomas A. Cook
Tom Kelly
Robert Hamilton
Michael Preissler
Jeff Powell

Office of Emergency Medical Services

www.ncdhhs.gov • www.ncems.org

Phone: 919-855-3935 • Fax: 919-733-7021

Location: 1201 Umstead Drive • Dorothea Dix Hospital Campus • Raleigh, NC 27603

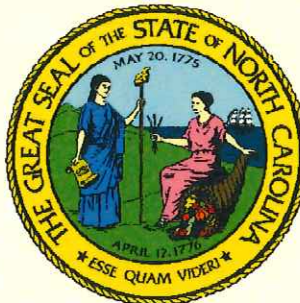
Mailing Address: 2707 Mail Service Center • Raleigh, NC 27699-2707

An Equal Opportunity • Affirmative Action Employer



State of North Carolina

Office of Emergency
Medical Services



Medical Care
Commission

Department of Health and Human Services
Division of Health Service Regulation

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

MED-TRANS
is hereby issued an
EMS Agency License

This License, Number 1877, expires the last day of October, 2022.

Office of Emergency
Medical Services



Medical Care
Commission

Med-Trans Corporation requires that each medical crew member attend quarterly simulation training that is held at a contracted facility within the region / program that they are assigned. Scenarios are developed by the Professional Development Team with consideration given to accreditation body requirements and educational needs identified during peer review and quality metrics review. Key equipment and procedure competencies are worked into each of the quarterly simulations to maximize the time an employee spends with their program level educators. Each employee spends between 2-4 hours per quarter for the simulation training. Below is the 2018 plan for quarterly simulations.

Human Patient Simulation 2018		
Content	Provided By	Scenario
Critical Care - adult	Simulation	Non-Invasive Ventilation
Critical Care - adult	Simulation	Abdominal Aortic Aneurysm
Critical Care - pediatric	Simulation	Accidental Overdose
Critical Care - neonatal / infant	Simulation	Dehydration / pneumonia
Emergency care - adult	Simulation	Peri-arrest with push does pressors decompensating to cardiac arrest
Emergency care - adult	Simulation	Multisystem Trauma - back-up airway use + blood product administration
Emergency care - pediatric	Simulation	Crush injury
Emergency care - neonatal	Simulation	NRP - suction with positive pressure ventilation needed
Labor and Delivery	Simulation	Precipitous delivery
Endotracheal intubations - minimum 1/age group/quarter	Skill Trainer	Skill based station
Alternative airway management	Skill Trainer	Skill based station
Invasive procedures labs	Annual Invasive Skills Lab	Skill based station

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

2018 Didactic		
Month	Provided By	Content
January	Cornerstone	End of Year Exam + 2015 AHA Update
February	Cornerstone	Overdose
March	Cornerstone	Securing Infant Airways - Case Review
April	Cornerstone	Non-invasive Modes of Ventilation
May	Cornerstone	Crush Injury
June	Cornerstone	High Risk Obstetric - Case Review
July	Cornerstone	AAA
August	Cornerstone	Pediatric Respiratory Emergencies
September	Cornerstone	End of Year Exam
October	Cornerstone	NRP Review
November	Cornerstone	Blood Product Administration
December	Cornerstone	TBD Case Review

MTC Annual Medical Crew Educaion Overview

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

Additional Education		
Content	Provided By	Frequency
Transport Provider Advanced Trauma Course	ASTNA Course	3 years
High Risk Obstetrics	Approved Instructor	Annually
Intra-aortic Balloon Pump	Approved Instructor	Annually
Impella Device	Approved Instructor	Annually
Ventricular Assist Devices	Approved Instructor	Annually
Advanced Certification Preparation / Review	Approved Instructor	4 years

	A	B	C	D	E
1	Name	Job Title(s)	Certification	Exp Date	Employment Status
2	Bradley Thomas Daniels P013467 SC015719	Administrator	Paramedic	3/31/2019	'Full Time Paid Employee'
3	Russell O Wise SC027533 P118180	Agency Primary	EMT-Paramedic	10/31/2019	'Full Time Paid Employee'
4	John A Bray P066700	'EMS Technician'	Emergency Medical T	8/31/2020	'Full Time Paid Employee'
5	Amy E Cherry P013797 SC025660	'EMS Technician'	EMT-Paramedic	8/31/2020	'Full Time Paid Employee'
6	Jason G Corum P047558	'EMS Technician'	EMT-Paramedic	9/30/2020	'Full Time Paid Employee'
7	Dustin Matthew Earnhardt P086796	'EMS Technician'	Paramedic	5/31/2022	'Full Time Paid Employee'
8	Matthew Boyd Franklin P067446	'EMS Technician'	Paramedic	2/29/2024	'Full Time Paid Employee'
9	Samuel C Guessford P012191	'EMS Technician'	Emergency Medical T	6/30/2021	'Full Time Paid Employee'
10	Todd Allen Holderfield P071642 SC506357	'EMS Technician'	EMT-Paramedic	1/31/2019	'Part Time Paid Employee'
11	Rebecca K Norris P086037 SC505644	'EMS Technician'	EMT-Paramedic	12/31/2020	'Part Time Paid Employee'
12	William B. Sanders IV P068951 SC509406 WV509426	'EMS Technician'	EMT-Paramedic		'Full Time Paid Employee'
13	Joshua Wayne Loyd P508184 SC509901	'Medical Director'	Physician	3/31/2019	'Part Time Paid Employee'
14	Gregory S McCarty P120326	'Medical Director'	Physician		'Full Time Paid Employee'
15	Misty H Faavesi P050307	'Nurse'	Nurse		'Full Time Paid Employee'
16	Laura Marie Shaw P116799	'Nurse'	Nurse		'Full Time Paid Employee'
17	Camille Waldron P118849	'Nurse'	Nurse		'Full Time Paid Employee'
18					

Vehicle: 1FDYR2CMXJKA36041



Primary Information

VIN: 1FDYR2CMXJKA36041

Model Year: 2018

Unit Number: 001

Height: 106

Length: 200

Date Added: 08/20/2018

Four Wheel Drive: No

Bariatric Unit: No

State: NC

Other Information

Chassis Manufacturer: Ford

Chassis Year: 2018

Box Manufacturer: AEV

Box Year: 2018

Fuel Type: Gasoline

Use Type: Vehicle Type is *Type II* and Vehicle Use is *Ground*.

Vehicle Status: Inspection Pending

Non Permitted: No

Agency Information

Agencies: Med-Trans dba Med Flight

Current Permit



Nothing found to display.

Viper IDs

+ Add



Nothing found to display.

NORTH CAROLINA INSURANCE IDENTIFICATION CARD

(STATE)

COMPANY NUMBER
22667COMPANY
ACE American Insurance Company

COMMERCIAL



PERSONAL

POLICY NUMBER
ISAH25150028EFFECTIVE DATE
03/14/2018EXPIRATION DATE
03/31/2019YEAR
2018

MAKE/MODEL

Ford Type II AmbulanceVEHICLE IDENTIFICATION NUMBER
1FDYR2CMXJKA36041AGENCY/COMPANY ISSUING CARD
Woodruff-Sawyer & Co.
717 - 17th Street, Suite 1540
Denver, CO 80202**(800) 675-4467**INSURED ☐**Med-Trans Corporation**
901 West Henderson
Salisbury, NC 28144

L

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMANDIN CASE OF ACCIDENT: Report all accidents to your Agent/Company as
soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each
vehicle involved.

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: 8/27/2018
SUBJECT: HDR Task Order - Landfill Gas System Operations

Please see the attached Task Order.

Please approve the attached Task Order with HDR Engineering for the operation, maintenance and EPA reporting associated with the Landfill gas system.

ATTACHMENTS:

Description	Upload Date	Type
HDR Task Order - Landfill Gas System Operations	8/27/2018	Cover Memo

ROWAN COUNTY CONTRACT CONTROL FORM

Date: _____

SECTION I - DEPARTMENT COMPLETES

Department: Environmental Management Account #: 601-4720-542030 Amount: NTE 116,850 -

Account #: _____ Amount: \$ _____ -

Total: \$116,850 -

Vendor name: HDR Inc. Term Dates: 7/1/18 - 6/30/19

Contract description: Landfill Gas System Operations/Maintainance/Reporting Task Order

POC name: Mike Plummer Phone: 704.338.6843

POC email: michael.plummer@hdrinc.com

Vendor mail address: 440 S. Church St. Suite 1000 Charlotte, NC 28202 Vendor #: _____

☒ New contract _____ Contract renewal _____ Munis contract #: _____

_____ Amendment to contract ☒ Vendor signatures _____ Munis BA #, if applicable: _____

Notes: _____

Department Head Initials: CS Date: 8/23/2018

SECTION II - CONTRACT ADMINISTRATOR REVIEW

☒ Section I properly completed _____ Requires Board approval (Y/N) 9/4/18

☒ Budgeted funds are available

Contract Administrator Initials: DS Date: 8/23/18

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: _____

Clerk Initials: _____ Date: _____

EXHIBIT A

TASK ORDER NUMBER 2018-19 XX **TITLE V AND EPA GAS REPORTING**

This Task Order pertains to an Agreement by and between Rowan County, North Carolina, ("OWNER"), and HDR Engineering, Inc. of the Carolinas ("ENGINEER"), signed in September 29th, 2015, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 2018-2019 - 1

PROJECT NAME: TITLE V AND EPA GAS REPORTING

PART 1.0 PROJECT DESCRIPTION:

Rowan County submitted a Title V permit application in August 12, 2013 for the landfill located at 689 Campbell Road, Woodleaf, North Carolina. NCDEQ issued the facility Air Quality Permit No. 10405T01 on January 1, 2018.

In order to maintain compliance with the permit conditions the facility is required to complete annual reporting on the waste acceptance rates and emission estimates, maintain and monitor the landfill gas collection system, and generate system plans. Our proposal, as detailed in the Scope of Work below, represents our understanding of the air quality related compliance monitoring and reporting activities that will be required during 2018-2019 fiscal year.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

Task 1 –Landfill Gas Reporting

The Landfill will be required to prepare and submit the following routine reports and emission inventories during 2018-2019 fiscal year:

Title V Permit Compliance Monitoring

- Monthly (12) wellhead monitoring events – Monitor and record all required compounds at each wellhead.
- Quarterly (4) surface emissions monitoring events – Monitor and record surface emissions of methane from the landfill as required by the permit.
- Monthly (12) cover integrity monitoring events – Monitor and record the condition of the landfill cap as it pertains to landfill gas emissions.

Title V Permit Reports and Inventory

- Two (2) semi-annual compliance reports:
 - July 1, 2018 – December 31, 2018 (2H18 report), due by January 30, 2019,
 - January 1, 2019 – June 30, 2019 (1H19 report), due by July 30, 2019.
- Annual compliance certification report for calendar year 2018 – due by March 1, 2019.

- Annual emission inventory for calendar year 2018 – due by June 30, 2019 (submitted via DEQ's AERO electronic reporting system).

40 CFR Part 98 (Greenhouse Gas Inventory)

- Annual GHG emission inventory for calendar year 2018 – due by March 31, 2019 (submitted via EPA's e-GGRT reporting tool).

Landfill Gas Collection System Maintenance

- Provide a three day in depth system check and maintenance on the flare skid and equipment by Parnel.
 - Parnel will generate a report on the condition of the equipment and a cost estimate of any additional recommended services/maintenance.
- Annual calibration of the main gas analyzer by QED personal.
- Purchase of applicable landfill fill gas flare data management software, if determined to be necessary.
- As needed repairs on well heads, laterals, gas mains, or any other equipment necessary to the functionality of the landfill gas collection system.
 - This will include site visits for the initial recheck and repair of equipment. Any additional repairs or site visits required beyond first recheck is not covered under this scope.

Start-Up, Shutdown, and Maintenance (SSM) Plan

- Develop a SSM plan for the flare skid and equipment as required by the Title V Permit – due by September 30, 2018.

Deliverables:

1. Draft of each report, provided at least two (2) weeks prior to due date for County review and comment;
2. Final of each report, provided at least one (1) week prior to due date for County signature and submittal.

Clarifications:

1. All information needed to prepare the reports will be provided by the County based on an information needs list prepared by HDR for each.
2. Two meetings are included.
3. County will pay emission inventory fees.
4. A 15% contingency is included in the budget.

PART 3.0 SCHEDULE

These tasks are for services for the 2018-2019 fiscal year and will follow the reporting dates as shown in Part 2.0 of this task order.

PART 4.0 PAYMENTS TO ENGINEER


HDR will complete the scope outlined in this proposal for \$116,850.

This Task Order is executed this _____ day of _____, 2018.

ROWAN COUNTY, NORTH CAROLINA
"OWNER"

DATE: _____
BY: _____
NAME: _____
TITLE: _____
ADDRESS: _____

HDR ENGINEERING, INC. OF THE CAROLINAS
"ENGINEER"

DATE: August 21, 2018
BY: 
NAME: L. Kevin Mosteller, PE
TITLE: Senior Vice President
ADDRESS: 440 South Church St. Suite 100
Charlotte, NC 28202

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: Human Resources Department
DATE: 08/27/18
SUBJECT: New Full-Time Position in Tax Administration

Please see attached request for a new position.

Please approved attached request for a new position.

ATTACHMENTS:

Description	Upload Date	Type
New FT Position in Tax Administration	8/27/2018	Cover Memo

TO: Aaron Church, County Manager
FROM: Kelvin Byrd, Tax Administrator
DATE: August 9, 2018
RE: New Position of Tax Administration Support Specialist

I am requesting the consideration of a new position in the Tax Administration Office. With the elimination of the Office Assistant III position from this fiscal year's budget, in addition to the changing technical needs of the department; a technical support position is much needed. I have worked with the Human Resources Department, as well as Information Technology Director Randy Cress, to identify this position to be a Tax Administration Support Specialist. This title and scope of responsibility is very similar to other IT support roles in other County departments. This position will also have a thorough knowledge of NC Tax Laws and Tax Admin policies and procedures and will work with all 6 Main Divisions of the tax department including Real Property, Personal Property (Individual and Business), Mapping and Appraisal, Revaluation, Billing and Collections, and Motor Vehicles. This position will also work to import and export electronic data with other outside agencies such as the NCDMV, NCDOR and our print provider SouthData Inc. This Human Resources Office has classified this position as non-exempt, and would be placed on Grade 16 of the salary range (\$42,003.38 - \$67,205.33/annual).

This new position, if approved, will serve as a user support role to assist departmental personnel with complicated technical needs related to Tyler Tax IAS World computer system, as well as internal County information technology support.

The proposed job description with identified duties, as well as the proposed organizational chart is attached for your reference. Thank you for your consideration of this request.

ROWAN COUNTY HUMAN RESOURCES

Proposed JOB DESCRIPTION

Job Title : Tax Administration Support Specialist
Department: Tax Administration
Revised : August 2018

Class : Professional
FLSA: Non-exempt

GENERAL DESCRIPTION

Technical, analytical, and administrative work involving the system administration for the Tax Administration office; this position serves as the Tax Department's liaison with the County Information Technology Department. The position will work with all 6 main divisions of the Tax Department including Real Property, Personal Property (Individual and Business), Mapping and Appraisal, Billing and Collections, and Motor Vehicles. This position is responsible for administration of the Tax system, produces specialized reports as requested, provides input into changes and enhancements, and interfaces with ITS to trouble-shoot problems with the system and to implement changes serving as a subject matter expert. While work is performed with a degree of independence, general supervision is provided by the Tax Administrator, who reviews work through analysis of reports submitted and through periodic conferences.

ESSENTIAL JOB FUNCTIONS (Any one position may not include all of the duties listed, nor do the listed examples include all tasks which may be found in positions of this class.)

Serves as a liaison with the IT department, as well as the Tyler system's support personnel, to meet the departments' use of technology systems and resources. Assists Tax Administrator's Office personnel, IT Department personnel, and Tyler support personnel to implement new or amended programs.

Coordinates with the Tax Administrator's Office personnel to identify and define user information technology needs; evaluates new applications or changing applications from the user perspective; tests new applications or enhancements, develops documentation and trains department personnel in the use of new or changing applications systems.

Interfaces with IT and Tyler support personnel to troubleshoot system incidents; analyzes problems and provides input regarding the best course of action.

Acts as a Security Officer for the Tax Administrator's Office and acquires for departmental employees the access roles needed for their job. Audits user access to information systems to ensure staff has appropriate authorization in accordance with the prescribed user roles/permissions.

Defines and completes system reporting needs to carryout Tax Administration operations; attends meetings with department's users to discuss goals, future needs, and any problems.

Performs data entry for all of Tax Administration departments, monitors and maintains tax data for accuracy.

OTHER JOB FUNCTIONS

Assists IT and Tyler Support personnel with installation of hardware and software as needed.

Attends seminars to remain current on Tax system changes and enhancements.

Performs other duties as required.

Job Title: Tax Administration Information Systems Liaison.

Page : 2

Management reserves the right to add or amend duties at any time.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of Real and Personal Property Tax Appraisal along with the billing and collections process for a County tax department.

Understanding of business workflow in a Tax Appraisal and Collections department along with the cycle of reoccurring deadlines.

Considerable knowledge of sources available for effective operation of a local government computer operation.

Ability to analyze data and situations, reason logically, and draw valid conclusions.

Ability to write clear and concise instructions.

Ability to communicate effectively, orally and in writing.

Ability to establish and maintain effective working relationships with officials, department directors, key employees in other departments, and fellow employees.

PHYSICAL REQUIREMENTS

The work in this class is primarily sedentary in nature. Physical requirements include sitting for extended periods of time, walking, bending, stooping, and lifting books and files of approximately 35 lbs. or less. Work may include extended periods of time reviewing a computer video monitor and/or operating a keyboard. Work may include operation of a motor vehicle.

EXPOSURE CONTROL

Work activity does not entail predictable or unpredictable exposure to blood or body fluids.

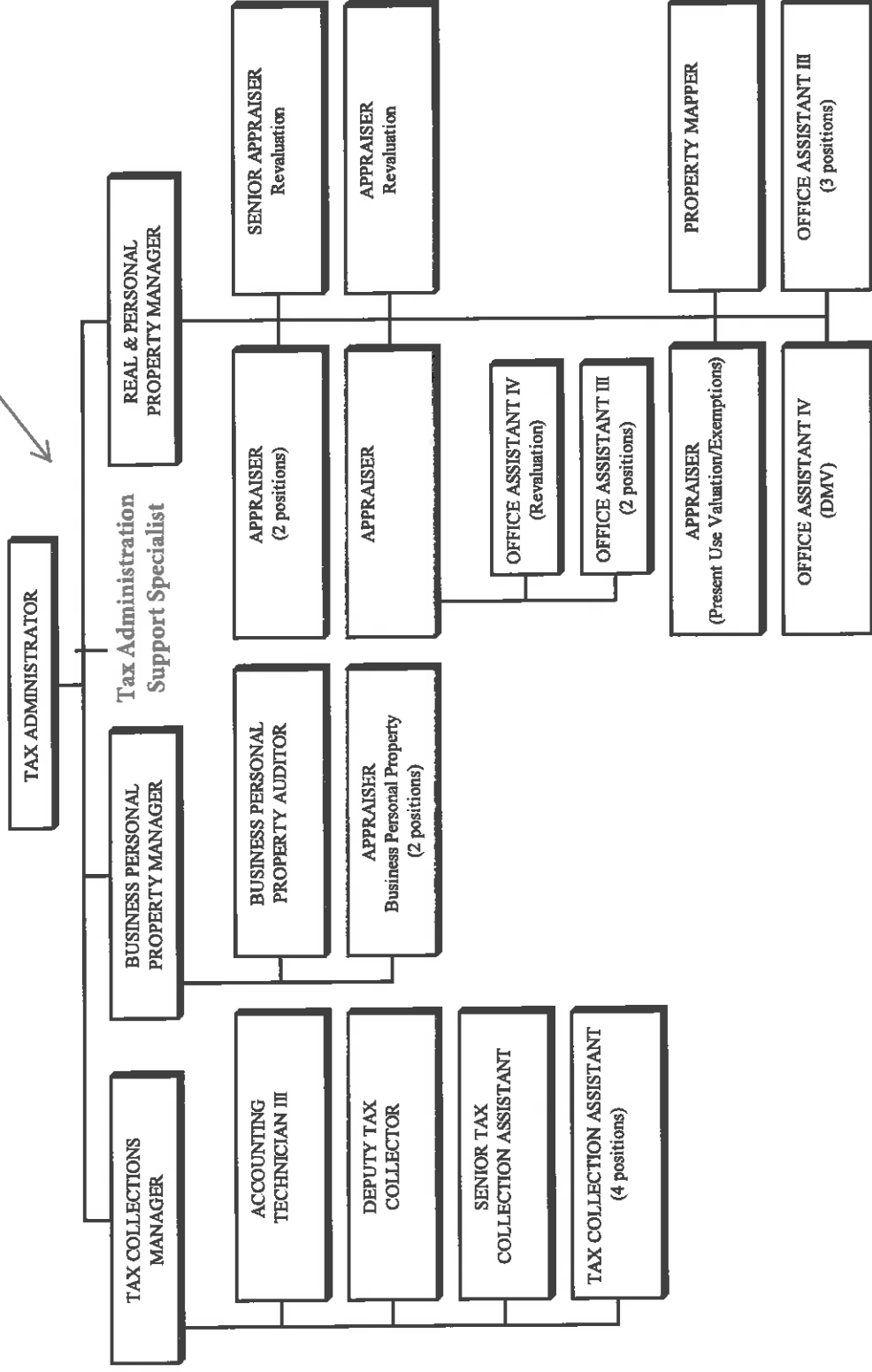
MINIMUM EXPERIENCE AND TRAINING

Bachelor's Degree from an accredited college or university in Information Technology, Business Administration, or a closely related field and one year of experience supporting a department's technical needs; or an equivalent combination of training and experience.

**This job description does not create an employment contract,
implied or otherwise.**

ROWAN COUNTY

TAX ADMINISTRATION



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: 8/27/2018
SUBJECT: Elon Homes - Foster Care

Please see the attached contract.

Please approve the attached contract between Elon Homes and the Rowan County Department of Social Services for Foster Care.

ATTACHMENTS:

Description	Upload Date	Type
Elon Homes - Foster Care	8/27/2018	Cover Memo

ROWAN COUNTY CONTRACT CONTROL FORM

Date: 7/30/2018

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>\$75,000.00 - not to exceed</u>
Vendor name: <u>Elon Homes and Schools for Children</u>	Term Dates: <u>7/1/2018-6/30/2019</u>	
Contract description: <u>Therapeutic Foster Care</u>		
POC name: <u>Rose Cooper</u>	Phone: <u>704-369-2509</u>	
POC email: <u>rose.cooper@elonhomes.org</u>		
Vendor mail address: <u>617 N. Summit Avenue, Charlotte, NC 28216</u>	Vendor #: <u>770</u>	
<input checked="" 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: <u></u>		

Department Head Initials: DS Date: 8-2-18

SECTION II - CONTRACT ADMINISTRATOR REVIEW

☒ Section I properly completed N Requires Board approval (Y/N)

☒ Budgeted funds are available

Contract Administrator Initials: DS Date: 8/17/18

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 07/2018 Ends 06/2019**

This contract is hereby entered into by and between the XXXXX County Department of Social Services (the "County") and Elon Homes and Schools for Children (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) is _____.

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 \$ \$75,000. 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 \$75,000.

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	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	Rose Cooper	Name & Title	Rose Cooper
Company Name	Elon Homes and Schools for Children	Company Name	Elon Homes and Schools for Children
Mailing Address	617 N. Summit Avenue	Street Address	617 N. Summit Avenue
City State Zip	Charlotte, NC 28216	City State Zip	Charlotte, NC 28216
Telephone	704-369-2509		
Fax	704-688-2960		
Email	rose.cooper@elonhomes.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:


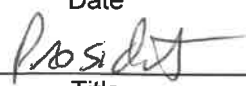
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, 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		7-10-18 Date
Printed Name	Frederick G. Grosse	 Title

COUNTY

Signature		8-2-18 Date
Printed Name	Donna F. Fayko	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/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

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: Elon Homes and Schools for Children
2. *If different* from Contract Administrator Information in General Contract:
 Address Telephone Number: Fax Number: Email:
3. Name of Program (s): Child Placing Agency
4. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit
5. Contractor's Financial Reporting Year July 1 through June 30

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

C. Rate per unit of Service (define the unit): \$1638/month

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 3rd working day of the month and payment is issued no later than the 25th day of each month.

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

G. 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)

8-2-18
 (Date Submitted)

 (Signature of County Authorized Person)

 (Date Submitted)


 (Signature of Contractor)

5-15-18
 (Date Submitted)

 (Signature of Contractor)

 (Date Submitted)

Contractor: Elon Homes and Schools for Children

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:

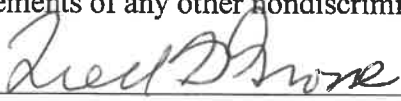
1. (Street address)
(City, county, state, zip code)
2. (Street address)
(City, county, state, zip code)

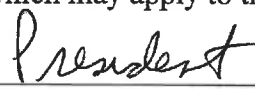
Contractor will inform the County of any additional sites for performance of work under this agreement.

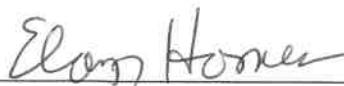
False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment
45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

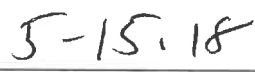
Certification Regarding Nondiscrimination

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.)

Contractor: Elon Homes and Schools for Children

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:

Elon Homes
Name of Organization

Frederick H. Grosse
Signature of Organization Official

5-15-18
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Alamance

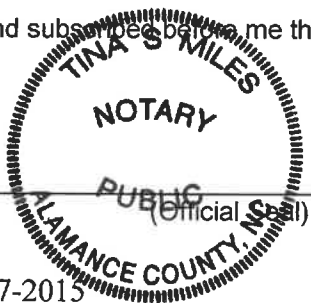
I, Tina S. Miles, Notary Public for said County and State, certify that

Frederick H. Grosse personally appeared before me this day and acknowledged

that he/she is President of Elon Homes and School 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 15th day of February, 2018.

Sworn to and subscribed before me this 15 day of May, 2018.



Tina S. Miles
Notary Public

My Commission expires December 9th, 20 22

Community-Based
Foster Care 0-18 years

Child Placements
Foster Parent Training
Biological and Foster
Family Support

Campus-Based Foster Care
Village 17-21 years

Transition to
Adulthood Curriculum
Mentorships
Vocational and Life Skills

Rev. Dr. Frederick G. Grosse
President

Board of Governors

F. Bradley Gilliam,
Chief Governance Officer
Rev. James E. Humphrey,
Vice Chair

Rondell Gaddist, Secretary

Peter W. Estelle
David Kennedy
Jane Parrish
Jackie Toole

The Delegates

Elena Airapetian
Betsy Blair
Jeff Fuller
Audrey Hood
Lisa Johnson
John Lamb
Judy Mayer
Inge Stepp
Aisha Thomas
Nathan Villaume
Jackie Yelverton

Governors Emeriti

Helen Alsbaugh
T. Joe Fort, Jr.
Gaston H. Gage, Sr.
Rev. Ross E. Marion
Michael A. Stewart
Dr. Barbara Tapscott

Date of certification:

6/12/2018

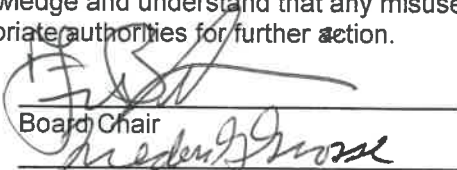
To: **ROWAN COUNTY**

Certification:

We certify that the *Elon Homes and Schools for Children, 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:

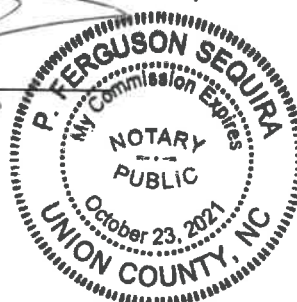
Brad Gilliam and Frederick G. Grosse being duly sworn, say that we are the Board Chair and President, respectively, of Elon Homes and Schools for Children of Charlotte in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.


Board Chair


President

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


(Notary Signature and Seal)



My Commission Expires:

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

Contractor: Elon Homes and Schools for Children

ATTACHMENT F




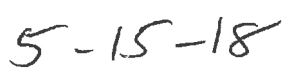
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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: Elon Homes and Schools for Children

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.

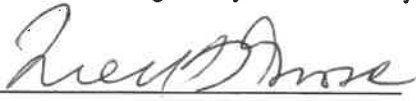
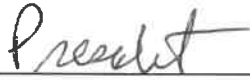


Paragraph C.

- (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.

 _____ Signature	 _____ Title
 _____ Agency/Organization	 _____ Date

(Certification signature should be same as Contract signature.)

Contractor: Elon Homes and Schools for Children

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


Title


Agency/Organization


Date

(Certification signature should be same as Contract signature.)

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: Elon Homes and Schools for Children Contract Number: _____ Date: 11/10/2015

HIPAA ASSESSMENT FORM

Questions	Notes	Steps
1. Has a relationship been initiated No 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. <u>NO</u> —Stop. There is no business associate relationship.
2. Is the function or service to be rendered by the contractor on an activity other than treatment of clients? Select	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 be rendered by the contractor involve the use or disclosure of the County Department of Social Services individually identifiable health information? Select	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 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? Select	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 type(s) of function/activity for or on the behalf of the County Department of Social Services HIPAA covered health	Check appropriate service(s): <input type="checkbox"/> Attorney Representing Agency <input type="checkbox"/> Benefits Management	YES—You have identified a business associate relationship. The specified function/activity, which involves the sharing of individually identifiable

<p>component that is directly related to the covered health component's continued operation?</p>	<input type="checkbox"/> Patient Accounts Billing <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	<p>health information, is provided by the 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. NO—STOP. There is no business associate relationship.</p>
<p>ADDITIONAL REQUIRMENTS</p>		
<p>NOTE: Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates</p>		

Rev: 7-1-2013

Contractor: Elon Homes and Schools for Children

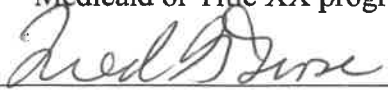
ATTACHMENT J


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


Title


Agency/Organization


Date

(Certification signature should be same as Contract signature.)

Contractor: Elon Homes and Schools for Children

ATTACHMENT K

What is a Private Non Profit Agency?

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

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

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

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

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

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

How does a Private Non Profit obtain Tax Exempt Status?

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

IRS TE/GE Customer Service

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

If you prefer to write, you may write at:

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

You may also contact the 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
- 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
- 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
- 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
- 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

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.

Contractor's Name		Elon Homes
Signature of Contractor's Authorized Agent	Frederick G. Grosse	5-15-18
Printed Name of Contractor's Authorized Agent	Frederick G. Grosse	President
Signature of Witness	Rose K. Cooper	COO
Printed Name of Witness	ROSE K COOPER	5-15-18


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:		5-15-18	
	Signature	Date	
	Frederick B. Grosse	President	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 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.

Internal Revenue Service
District Director

Elon Homes for Children
P O Box 157
Elon College, NC 27244

Department of the Treasury
EO Group 7211, Stop 504-D
401 West Peachtree St NW
Atlanta, Ga 30365

Person to Contact:
Jerry Finklin
Telephone Number:
(404) 331-0172
Employer Identification Number:
56-0543225

Date: ~~JAN~~ 23 1986

Dear Sir or Madam:

This modifies our letter of August 12, 1975, in which we stated that you would be treated as an organization that is not a private foundation under section 509(a)(3) of the Code.

Your exempt status under section 501(a) of the Internal Revenue Code of 1986 as an organization described in section 501(c)(3) is still in effect.

Based on the information that you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) because you are an organization of the the type described in section 509(a)(2).

Your classification as an organization which is not a private foundation is being changed from section 509(a)(3) of the Code to section 509(a)(2) of the Code because you are organized and operating according to section 509(a)(2).

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)(2) 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 of 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)(2) organization.

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



CERTIFICATE OF LIABILITY INSURANCE

ELONH-1

OP ID: GA

DATE (MM/DD/YYYY)

11/30/2017

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:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : First Nonprofit Ins Co.

10859

INSURED
Elon Homes and Schools for
Children Inc
PO Box 157
Elon, NC 27244-0157

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	ADDL SUBR INSD WVD	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		NPP100605503	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 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"/> AUTOMOBILE LIABILITY <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		NCA100605703	10/01/2017	10/01/2018	PER STATUTE OTHER
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		NMB100607303	10/01/2017	10/01/2018	E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
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				
A	Professional Liab		NPP100605503	10/01/2017	10/01/2018	OCC/AGG \$1MIL/\$3MIL
A	Abuse/Molestation		NPP100605503	10/01/2017	10/01/2018	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
Social Work Services
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

Mathew E. Burell

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ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

01/09/2018

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T Insurance Services, Inc 50 Aviemore Dr Ste 200 Pinehurst, NC 28374-9700 910 687-5100	CONTACT NAME: Candy Dixon PHONE (A/C, No, Ext): 910 687-5100 FAX (A/C, No): 8888318410 E-MAIL ADDRESS:														
INSURED Elon Homes and Schools for Children Inc P.O. Box 157 Elon, NC 27244	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Eastern Alliance Insurance Company</td> <td>10724</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Eastern Alliance Insurance Company	10724	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Eastern Alliance Insurance Company	10724														
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	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ 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 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	01000008185205	01/01/2018	01/01/2019	X PER STATUTE 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

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

CERTIFICATE HOLDER**CANCELLATION**

Rowan County DSS-Social Work 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 <i>Bobby D. Shepherd</i>
---	--

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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: Human Resources Department
DATE: 08/27/18
SUBJECT: Personnel Ordinance and Policy Revisions

Please approve attached Personnel Ordinance and Personnel Policy revisions.

ATTACHMENTS:

Description	Upload Date	Type
Personnel Ordinance and Policy Review	8/27/2018	Cover Memo

**Proposed Change To:
ROWAN COUNTY
PERSONNEL ORDINANCE**

Revisions approved by the Board of County Commissioners on **February 1, 2010 (enter date)**

Sec. 2-36. - Employment eligibility verification.

The human resources director will be responsible for insuring that the county employs only United States citizens, **United States non-citizen nationals, lawful permanent residents**, and aliens authorized to work in the United States in conjunction with the Immigration Reform and Control Act of 1986.

(Ord. of 8-3-87, § 1.1.12; Amend. of 2-1-10; **Amend. of (enter date)**)

Sec. 2-62. - Coverage; allocation of positions.

New regular benefited positions shall be approved by the board of commissioners. Funding for a department may be approved by the board of commissioners to be utilized for the creation of part time or temporary non-benefited positions on an as-needed basis in order to provide county services. Non-benefited employees shall ne limited to **less than** one thousand (1,000) hours per calendar year and an average of less than thirty (30) hours per week.

Comment [NKD1]: Limited to 999 hours

The classification plan to be adopted and covered by this division shall include full-time, part-time and temporary employee classes of positions in the county's service. The human resources director shall recommend for the county manager's approval, allocation of each position covered by the classification plan to its appropriate class.

(Ord. of 8-3-87, § 1.2.2; Amend. of 2-1-10; Amend. of 6-6-16(1); **Amend of (enter date)**)

DIVISION 5. - RECRUITMENT AND EMPLOYMENT

Sec. 2-96. - Equal employment opportunity policy.

It is the policy of the county to foster, maintain and promote equal employment opportunity. The county shall select employees on the basis of applicant's qualifications and without regard to their age, sex, race, color, creed, religion, political affiliation, disability, **or** national origin, **genetic information**, or **military status**, except where specific age, sex, or physical requirements constitute a bona fide occupational qualification necessary for job performance. It will be the responsibility of the human resources director to enforce and monitor this policy.

Comment [NKD2]: Added when GINA was passed in 2008.

Comment [NKD3]: Required by GS 127B-12 and GS 127A-202.1

(Ord. of 8-3-87, § 1.4.1; Amend. of 2-1-10; **Amend of (enter date)**)

State Law reference— North Carolina Persons with Disabilities Protection Act, G.S. 168A-1 et seq.

DIVISION 6. - CONDITIONS OF EMPLOYMENT

Sec. 2-116. - Work schedule.

- (a) The standard workweek for county government is forty (40) hours. The normal daily work schedule is eight (8) consecutive hours, plus a lunch period. Law enforcement and emergency services require a work schedule to accommodate a ~~twenty-four~~ **twelve (12)** hour, seven-day work-week. Employees in administrative, professional or managerial positions shall work the number of hours necessary to assure the satisfactory performance of their duties.
- (b) When the activities of a particular department require some other schedule to meet work needs, the county manager may authorize a deviation from the normal schedule.

Comment [NKD4]: No longer applicable.

(Ord. of 8-3-87, § 1.5.1; Amend of (enter date))

Sec. 2-118. - Political activity.

- (a) Every employee of the county has a civic responsibility to support good government by every available means and in every appropriate manner. Each employee may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, and may advocate and support the principles or policies of a civic or political organization in accordance with the Constitution and laws of the State of North Carolina and in accordance with the Constitution and laws of the United States of America. However, no employees shall:
- (1) Engage in any political or partisan activity while on duty or within any period of time during which they are expected to render services for which they receive compensation from the county;
 - (2) Use official authority or influence for the purpose of interfering with or affecting the result of an election or nomination for office;
 - (3) Be required, as a duty of their office or employment, or as a condition for employment, promotion or tenure of office, to contribute funds for political or partisan purposes;
 - (4) Solicit, or act as custodian of, funds for political or partisan purposes while on duty as an employee of the county;
 - (5) Coerce or compel contributions while on duty as an ~~employeee~~ of the county from another employee for political or partisan purposes;
 - (6) Use any supplies or equipment of the county for political purposes; and
 - (7) Permit political advertising at any county facility or on any county property including political advertisements attached to county vehicles.
- (b) Constitutional and elected officers are exempt from this entire section, but no such constitutional or elected officers are to use any public funds, goods, supplies or materials for partisan political purposes.

Comment [NKD5]: Spelling correction

- (c) No employee shall run for elected office in violation of state or federal laws and regulations or any other local ordinances contained herein. No formal or informal campaign efforts may be performed during the operating hours as established by the county.
- (d) The employee may be allowed to take up to two (2) weeks leave without pay before the primary and before the general election. If the employee has accumulated vacation leave, he may use vacation leave in lieu of leave without pay. Any violation of this section shall be deemed improper conduct and subject the employee to disciplinary action up to and including dismissal.

(Ord. of 8-3-87, § 1.5.3; Amend. of 2-1-10; **Amend of (enter date)**)

DIVISION 7. - HOLIDAY, VACATION, SICK, MEDICAL, EDUCATIONAL AND MILITARY LEAVE

Sec. 2-131. - Holidays.

- (a) The commissioners will provide the following holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving (two (2) days), and Christmas (three (3) days).
- (b) When a holiday falls on a Sunday, Monday shall be observed as a holiday. When a holiday falls on a Saturday, Friday shall be observed as a holiday.
- (c) For staff who work on a seven (7) day, ~~twenty-four (24)~~ **twelve (12)** hour operation, a separate holiday schedule will be adopted and observed when the legal holiday falls on a Saturday or Sunday.
- (d) Part time benefitted employees accrue holiday leave based on the average number of hours an individual works.
- (e) Temporary employees are not eligible for paid holidays.
- (f) The policy that governs the use of holiday time is as follows:
 - (1) There is no waiting period for holidays.
 - (2) When staffing permits, holidays may be taken on the day of the holiday. Employees who are required to work on the county holiday to insure delivery of services will receive another day off in the place of that day and additional pay equal to one-half of their regular hourly rate. The employee will not lose the holiday.
 - (3) Holidays must be taken on or within a period of time agreeable to the department director and employee.
 - (4) A holiday occurring during the vacation of an employee will be paid and recorded as a holiday.
 - (5) In computing wages, holiday pay will be computed at regular pay and will be excluded from calculating overtime.

Comment [NKD6]: No longer applicable

(6) Unauthorized absence on a holiday will not be paid.

(7) If employees have excused absences for illness during a period in when the holiday falls, they will receive the holiday pay.

(Ord. of 8-3-87, § 1.6.1; Ord. of 6-2-03; Ord. of 11-2-15; Amend of (enter date))

State Law reference— Dates of public holidays, G.S. 103-4.

Sec. 2-132. - Vacation leave.

(a) Vacation with pay is granted to full-time and part-time benefited employees. Temporary employees are not eligible for vacation benefits.

~~(1)~~ Full-time employees accrue vacation on a bi-weekly basis determined by the length of service.

Comment [NKD7]: Remove number due to deletion below

Length of Service	Max Days Per Annum	Max Hours per Pay Period	Hours Per Factor per Hour Worked
Less than 2 years	10	3.080	0.0385
2 but less than 5 years	12	3.696	0.0462
5 but less than 10 years	15	4.616	0.0577
10 but less than 15 years	18	5.544	0.0692
15 or more years	21	6.464	0.0808

Comment [NKD8]: Column added to match Section I.V. 1.0 Vacation Leave

~~(2)~~ Emergency Medical Technicians and Paramedics who work a fluctuating workweek accrue vacation on a bi-weekly basis determined by the length of service as follows:

Comment [NKD9]: No longer applicable

Length of Service	Day Per Annum	Hours Per Pay Period
Less than 2 years	14	-4.42
2 but less than 5 years	17	-5.31
5 but less than 10 years	21	-6.64

10 but less than 15 years	26	-7.97
15 or more years	30	-9.29

-

~~Notation: Days calculated in above chart are rounded.~~

(b) The following policies shall govern vacation leave:

- (1) Pay in lieu of vacation will not be allowed.
- (2) Total accrued vacation time shall not exceed thirty (30) days of accrued benefit for the purpose of carrying from December thirty-first to the next calendar year.
- (3) Vacation days for full time employees may not be taken in units of less than fifteen (15) minutes.
- (4) Upon written request, an employee may elect to use earned vacation days for illness.
- (5) If an employee is on vacation and becomes hurt or ill, that person may exercise the option to use sick time; the department director may request medical verification.
- (6) An employee going on an approved leave of absence may request to use accrued vacation days.
- (7) Employees who leave the county's employment will be paid for accumulated vacation days or the county will transfer any unused vacation leave in lieu of paying it out at the request of the terminating employee.
- (8) When a paid holiday falls during a scheduled paid vacation, the employee is not charged vacation time for that holiday.
- (9) Employees transferring between departments do not have their accrual rates or accrued vacation time affected.
- (10) One (1) day (eight (8) hours) of vacation shall be credited to the accumulated benefits of the full-time employee who does not use sick leave and who is not absent without leave for a period of twenty-six (26) consecutive work weeks. Part-time benefited employees accrue these bonus hours on a pro-rata basis determined by the number of hours normally worked in the workweek. For the purpose of determining eligibility for this benefit, a work week may be counted in only one (1) twenty-six (26) work week period.
- (11) In computing wages, vacation time will be computed at regular pay and will be excluded from calculating overtime.

(Ord. of 8-3-87, § 1.6.2; Ord. of 6-2-03; Amend. of 2-1-10; Amend of (enter date))

Sec. 2-133. - Sick leave.

- (a) Sick leave with pay is not a right which an employee may demand but a privilege granted by the board of commissioners for the benefit of the employee when sick.
- (b) The following policies shall govern sick leave:
 - (1) Full time and part time employees with benefits accrue .0462 hours for regular hours worked on a bi-weekly basis. Employees will accrue twelve (12) days per year based upon two thousand eighty (2,080) hours.
 - (2) There is not a maximum accrual for the sick leave benefit.
 - (3) Department directors, with the approval of the human resources director, may advance sick leave to vested employees having five years of service, not to exceed the amount an employee can accumulate during the current calendar year.
 - (4) To be paid for sick leave, employees must notify their supervisors of illness no later than one (1) hour after they are scheduled to begin work. If employees cannot call, they should have someone else call for them so that arrangements can be made to cover their jobs. However, the responsibility of calling lies with the employee.
 - (5) If employees are sick for several days, they are responsible for keeping their supervisor informed on a daily basis unless other arrangements have been made with the supervisors. They should also inform their supervisors of the approximate date they expect to return to work.
 - (6) Regularly scheduled days off cannot be used as paid sick leave.
 - (7) Attendance records are reviewed periodically to determine the extent of absences due to illness. An employee with excessive absences will be interviewed by the individual's department director, who may request a doctor's statement verifying the employee's state of health. A person whose health prevents that individual from fulfilling the requirements of one's job may be placed on leave of absence until the individual's health improves, or may be transferred to a job that person is able to perform.
 - (8) Employees should report to their department directors if they become ill on the job. If it is necessary for employees to go home, they must advise their department directors before leaving. Failure to do so may result in leave without pay instead of deductions from accrued sick time.
 - (9) Sick leave may also be used for:
 - a. Medical appointments.
 - b. Illness of a member of the immediate family. The family is defined as spouse, parents, children, mother-in-law, and father-in-law, including step relations. Utilization of this type of leave may require verification from a doctor that the employee's presence is needed to care for the family member.
 - c. Death in the immediate family, maximum of five (5) days. For this purpose immediate family is defined as spouse, parents, children, brother, sister, grandparents and grandchildren. Also included are the step, half and in-law relationships.

(10) In computing wages, sick leave time will be computed at regular pay and will be excluded from calculating overtime.

(11) At the time of an employee's separation, any sick leave owed to the county shall be deducted from the employee's final compensation.

(12) One (1) month of retirement credit is allowed for each twenty (20) days accrued in an employee's sick leave account at the time of retirement to employees who are members of the North Carolina Local Governmental Employee's Retirement System (LGERS). ~~or Law Enforcement Benefits and Retirement Fund.~~

Comment [NKD10]: No longer valid

(13) The county will accept a transfer of unused sick leave from another local or state government employer as long as the unused balance is not more than three (3) years old. We will accept all unused sick leave which was not paid to the employee. A letter must be received from the previous employer stating the amount of sick leave to be transferred.

(14) The county will transfer any unused sick leave to another employer who will accept the transfer, as requested by the employee terminating employment, within three (3) years of separation from employment.

(Ord. of 8-3-87, § 1.6.3; Ord. of 6-2-03; Amend. of 2-1-10 Amend. of (enter date)))

Sec. 2-166. - Employee performance standards.

(a) Employees must perform their duties in a satisfactory manner which would reflect credit upon themselves and the county.

(b) The private and personal affairs of an employee are the concern of the county only when they reflect discredit on the county or impair the employee's job performance. Employees must not use work time or facilities to conduct personal business or affairs.

(c) Each employee is responsible for seeking ways to improve the kind and quality of services rendered by the county. Each worker should not only carry out one's duties properly, but continually be alert for and seek new methods and means to perform these duties better.

(d) Supervisory employees must constantly evaluate the performance of each employee under their direction and keep employees advised of the status of that evaluation. Employees have a right to know how well they are performing and they must be told. Both good and poor performance requires constant evaluation and appropriate comments or counsel from the supervisor. Employees must perform their jobs in accordance with the county organizational structure and established policies and procedures. The standard includes obedience to supervisors and the following of organizational lines. Organizational structure is not designed to stifle individual initiative or freedom of expression, but rather, to assign responsibility, aid in communication, and increase efficiency.

Comment [NKD11]: Spelling correction

(e) Employees are responsible for assuring that they do nothing to conceal deliberately any inadequacy in the performance of any other employee.

(f) Each employee must use supplies, equipment and materials in a safe and efficient manner. Waste must be avoided.

- (g) Each employee is responsible for helping to maintain a safe and healthy working environment. The county is required by law to provide such an environment. Therefore, it is the individual responsibility of each employee to use safe work methods for the protection of oneself and others. Employees should report any health or safety hazard to their supervisor immediately.
- (h) Employees must consider themselves "on call" for the county during times of community disaster or other emergency situations. When each employee is hired, that person, in effect, agrees to be "on call" as requested by the department director to assist the community if the need should arise.
- (i) Supervisory personnel represent the county on a twenty-four-hour basis regardless of whether they are on duty or off duty. Therefore, the county has a right to expect loyalty in carrying out their job-related responsibilities.
- (j) The very nature of the county work brings most employees into daily contact with many different people. Employees are expected to display the utmost courtesy and tact in their dealing with visitors and fellow employees.
- (k) County employees must conduct themselves in an orderly manner while on duty.
- (l) Employees must maintain their personal appearance in a clean and neat manner.
- (m) Any inquiries for material that is considered by state and federal laws to be privileged or confidential information should be referred to the department director for disposition.

(Ord. of 8-3-87, § 1.8.1; Ord. of 6-2-03; Amend. of 2-1-10; Amend of (enter date))

Sec. 2-184. - Supplemental retirement income plan.

Employees who contribute to the North Carolina Local Governmental Employees' Retirement System and who have successfully completed six (6) months of employment (immediate for sworn officers) with the county are eligible to participate in the county's supplemental retirement income plan (401K). In addition, the county will contribute an equivalent of three (3) percent of the employee's salary to this plan (5% for sworn officers). This plan will be contingent upon approval of the annual budget.

Comment [NKD12]: Per G.S. 143-166.50(e)

Comment [NKD13]: Per G.S. 143-166.50(e)

(Ord. of 8-3-87, § 1.10.4; Amend of (enter date))

**PROPOSED REVISIONS TO:
SECTION I
INTRODUCTION**

5.0 EMPLOYEES SUBJECT TO PERSONNEL POLICIES

Rowan County Personnel Policies shall apply to all full-time and part-time benefitted employees who have obtained regular employee status not herein exempt.

The following are exempt from all of the provisions of the personnel policies:

- 1) Elected Officials
- 2) County Manager
- 3) ~~NC State Cooperative Extension Services employees~~

Comment [NKD1]: No longer employed.

The following are exempt from the provisions of Article II Personnel of the Rowan County Code of Ordinances and related personnel policies except Division 5, Section 2-99 Appointments:

- 1) Tax Administrator
- 2) Elections Director
- 3) Employees of the Sheriff's Office
- 4) Employees of the Register of Deeds

**Proposed Revisions To:
SECTION II
EMPLOYMENT PRACTICES**

1.02 EQUAL EMPLOYMENT OPPORTUNITY

Section 126-16 of the General Statutes of North Carolina provides, "All state departments and agencies and all local political sub-divisions of North Carolina shall give equal opportunity for employment without regard to race, religion, color, national origin, sex, age, disability, or genetic information to all persons otherwise qualified." Discrimination against any person in recruitment, examinations, appointments, training, promotion, retention, discipline, salary increases, or any other aspect of personnel administration because of race, color, national origin, sex, age, disability, genetic information, **military status**, or because of political or religious opinion or affiliation except where specific age, sex, or physical requirements constitute bona fide occupational qualification necessary for job performance.

Comment [NKD1]: Per G.S. 127B-12 and G.S. 127A-202.1

2.03 PART-TIME

A part-time employee is a person employed on a continuous year-round basis for less than **999 1,000** hours in the **fiscal calendar** year. Part-time employees may work a regular-weekly schedule of less than twenty (20) hours while other part-time employees may be temporary, seasonal, or substitutes who work variable schedules during different times of the year based upon workloads and staff needs. No minimum amount of hours is guaranteed on a weekly or yearly basis. Positions may be eliminated or employees separated due to lack of work, budget constraints, yearly hours limit, or any other related business reason.

Comment [NKD2]: Update to match practice

2.04 TEMPORARY

A temporary employee is one employed for a specific duration of time, which will not exceed six (6) months for a fiscal year. Temporary employees may work a part-time schedule of less than 30 hours a week, not to exceed 999 hours in a **fiscal-calendar** year. Benefits for employees who are temporary will only include Social Security, Workers Compensation, and Unemployment Compensation. Department Directors are responsible for ensuring temporary status is limited to six (6) months. Should the status of a temporary employee be changed to full time, employee benefits and employment will begin at the exact time of the change in status.

Comment [NKD3]: Update to match practice

2.05 SUBSTITUTE

A substitute employee is a person employed on an as-needed basis to fill in during regular employee absences and during times when a department is short-staffed. These employees have no set schedule and may work part-time or full-time hours. No minimum amount of hours is guaranteed on a weekly or yearly basis. However, the employee is not allowed to work more than 999 hours in a **fiscal calendar** year.

Comment [NKD4]: Update to match practice

3.01 PROCESSING THE NEW EMPLOYEE

Rowan County will not employ an individual who has not been properly processed through the Human Resources Office. This procedure will include the completion of the application, **Form I-9, W-4, required new-hire forms**, checking historical work record of the applicant, successful

Comment [NKD5]: There are other forms as well, and sometimes we add

drug or alcohol test, and in some cases a physical exam. The Department Director will notify the Human Resources Director of selection after completing interviews of selected applicants. Final authorization for employment will be administered by the Human Resources Office.

This policy does not supersede the rights of the Department Director in the selection of personnel for their areas of responsibility. It is intended to define the sequence of events in employing persons for existing vacancies.

By having the employees make their initial contact with the Human Resources Office, the County may meet its obligation under existing laws, which include verifying the social security number and having the proper tax forms completed prior to actual work time. In addition, the County is required, as described by the Equal Employment Opportunity Commission, to select an individual from all the applications that are submitted for any particular position and to choose an individual who is best suited to the job. This may be accomplished only if the Human Resources Office remains the focal point in employment practices.

The final step in an employment arrangement is to place the individual on the payroll and to provide an opportunity for the new employee to understand the conditions of employment. These events must occur before the individual is allowed to work in his/her areas of assignment. These obligations will be met through an effective New Employee Orientation Program.

3.07 MINIMUM QUALIFICATIONS FOR JOBS

Minimum Qualifications for jobs will be stated on posted vacancies. Preferences may be stated on qualifications but will not be required. Final decisions on minimum qualifications are determined by Human Resources ~~in keeping with policy obligations under the County's Affirmative Action Plan.~~

Comment [NKD6]: We don't have an Affirmative Action Plan)

3.09 PRELIMINARY INTERVIEWS

Upon submission of a completed application, each applicant, contingent upon staff availability, may be given a preliminary interview by a staff member in the Human Resources Office ~~or a member of the hiring department.~~ The purpose of their interview is to (1) check that the application is completed fully and properly; (2) to inform the applicant of the County's application procedure and new hire salary policy; and (3) to obtain clarification on any aspect of the application necessary to allow a proper evaluation of the application.

Comment [NKD7]: This is never done in practice.

3.20 EMPLOYMENT ~~OF ALIENS~~ ELIGIBILITY VERIFICATION

~~Applicants who are aliens and here in the United States under a visitor's visa must have a current work visa from the Immigration and Naturalization Service prior to appointment.~~ The human resources director will be responsible for insuring that the county employs only United States citizens, United States non-citizen nationals, lawful permanent residents, and aliens authorized to work in the United States in conjunction with the Immigration Reform and Control Act of 1986. It is the responsibility of the Human Resources Office to verify this ~~visa status~~ authorization ~~prior to employment.~~ ~~during preliminary interviews and during the New Employee~~

Comment [NKD8]: Title and content consistent with Personnel Ordinance Sec.2-36 "Employment Eligibility Verification" Title also consistent with Form I-9 "Employment Eligibility Verification"

Comment [NKD9]: INS allows for authorization other than an "Alien" visa.

~~Orientation on or before A copy of the work visa all documents used to verify employment eligibility (as required by Form I-9) will be maintained in the employee's file as a part of the permanent record. by Human Resources.~~

Comment [NKD10]: Change in HR practice

The Immigration Reform and Control Act of 1986 requires that the Human Resources Office complete the following on each employee:

- 1) Complete Form I-9 (Employment Eligibility Verification);
- 2) Check documents establishing employee's identity and eligibility to work;
- 3) Retain the Form for at least three years (if the person is employed for more than three years the form must be retained until one year after the person leaves employment);
- 4) Present the Form for inspection to an INS or Department of Labor Officer upon request.

To employ an alien without a proper work visa or any other individual without legal authorization to work in the U.S. is a violation of federal law and is subject to legal penalties.

Comment [NKD11]: Some documents other than Visas can be used to verify authorization.

3.23 EMPLOYEE PERFORMANCE STANDARDS

The following is a summary of employee performance standards:

a) Employees must perform their duties in a satisfactory manner which would reflect credit upon ~~himself~~ themselves and the County.

Comment [NKD12]: Correction

b) Personal Affairs: The private and personal affairs of an employee are the concern of the County only when they reflect discredit on the County or impair the employee's job performance. Employees must not use work time or facilities to conduct personal business or affairs.

c) Use of Telephone: The telephone should not be used to conduct routine personal business or affairs. This does not mean, of course, that an employee cannot accept a personal call on a work-area phone.

d) Personal Mail: Employees should not receive personal mail by the County.

e) Personal Callers: Work must not be interrupted to receive personal callers.

f) Each employee is responsible for seeking ways to improve the kind and quality of services rendered by the County. Workers should not only carry out their duties properly, but also continually be alert for and seek new methods and means to perform these duties more efficiently.

g) Supervisors must constantly evaluate the performance of each employee under their direct supervision and keep employees advised of the status of that evaluation. Employees have a right to know how well they are performing, and they must be told. Both good and poor performance require constant evaluation and appropriate comments or counsel from the supervisor. Employees must perform their jobs in accordance with the County organizational structure and established policies and procedures. The standard includes obedience to supervisors and the following of organizational lines. Organizational structure is not designed to stifle individual

initiative or freedom of expression, but rather to assign responsibility, aid in communication, and increase efficiency.

h) Employees are responsible for assuring that they do nothing to deliberately conceal any inadequacy in the performance of any other employee.

i) Each employee must use supplies, equipment, and materials in a safe and efficient manner.

j) Each employee is responsible for helping to maintain a safe and healthy working environment. The County is required by law to provide such an environment. Therefore, it is the responsibility of each employee to use safe work methods. Employees should report health or safety hazards to their supervisors immediately.

k) Employees must consider themselves "on call" for the County during times of community disaster or other emergency situations. When employees are hired, they, in effect, agree to be "on call" as required by the Department Directors to assist the community if the need should arise.

l) Supervisory personnel represent the County on a twenty-four (24) hour basis regardless of whether they are on duty or off duty. Therefore, the County has a right to expect loyalty in carrying out their job-related responsibilities.

m) Courtesy: The very nature of County work brings most employees into daily contact with many different people. All employees are expected to display the utmost courtesy and tact in their dealings with visitors and fellow employees.

n) Disturbances and Unacceptable Behavior: County employees must conduct themselves in an orderly manner while on duty. While this list is not all-inclusive, employees should refrain from the following behaviors and activities: loud talking, boisterous laughing, complaining, arguing, horseplay, or any other activity that would be disturbing or would be out of place in County government. The use of profane, abusive, or threatening language toward fellow employees or visitors, as well as fighting or threatening bodily injury and similar acts of misconduct, will be cause for disciplinary action up to and including dismissal.

o) Personal Appearance: Employees shall maintain their personal appearance in a clean and neat manner. Everyone who is required to wear a uniform must be in complete uniform while on duty. Uniforms should always be fresh, clean and neatly pressed. Extreme forms of dress or grooming should not be used. Toiletries, which might be offensive, should not be used. Hair should be kept clean and neat, simply styled and not excessively long. Beards, sideburns, and mustaches may be worn but should be neatly trimmed and not excessively long. Provided, however that with written consent of the County Manager, a Department Director may adopt a department regulation that prohibits uniformed Personnel within that department from wearing beards or goatees, unless granted a waiver by the Department Director for medical reasons. The County realizes that the style of dress and grooming are regarded as personal matters, and under ordinary circumstances, matters of individual choice. It is not the intent of the County to set standards of dress or grooming to prevent individual choice of freedom of expression.

Conversely, the County sincerely encourages employees to express their individuality by referring ideas and suggestions to their Department Director. The County does, however, have the responsibility and the right to provide a safe and healthy environment for its employees. Therefore, if in the opinion of the supervisor, the employee's appearance is considered extreme, the County has the right to request the employee to alter that person's appearance to a more appropriate manner.

p) Law Violation: If an employee has been charged with a law violation, the County recognizes that the person is innocent until proven guilty. If the employee is incarcerated and cannot fulfill obligations and/or responsibilities on the job, that person may be asked to resign or face a possibility of discharge. The necessity of this action is due to the type of service that we render. Re-employment is contingent upon availability of the individual and the position.

q) Unauthorized Release of Confidential Information: Inquiries for material that is considered by state or federal laws to be privileged or confidential information should be referred to the Department Director for disposition. Nearly all County records are open for public inspection.

Department Directors are requested to deal with subjects relevant to their responsibilities. Questions concerning confidential information which are not relevant to a particular department should be referred to the appropriate person.

4.01 GENERAL ORIENTATION

New employees will report to the Human Resources Office on or before the first day of employment.

The purpose of the general orientation is to ensure that new employees have the opportunity to gain a better understanding of their job responsibilities and privileges. The Human Resources Office will be responsible for initially acquainting the new employee with the basic information needed to accomplish this objective. This information will be conveyed by means of an orientation classes, which all benefited employees will attend.

Comment [NKD13]: This does not apply to part time non-benefited employees

By improving this transition to a new environment, it is hoped that employees will gain appreciation of their job and better job satisfaction.

At the end of the General Orientation Period, each employee will:

- a) Be properly enrolled into the payroll system.
- b) Have completed the necessary tax forms.
- c) Have been informed regarding benefits privileges and responsibilities.
- d) Have gained a basic understanding of professional ethics and job expectations.
- e) Be able to demonstrate an understanding for the services that one is rendering for County government.

Proposed Revisions To:
SECTION III
GENERAL PERSONNEL POLICIES

1.04 ADVERSE WEATHER CONDITIONS

This policy does not apply to 24-hour services that must maintain their regular scheduled hours during adverse weather conditions or to functions determined essential by the department director. Employees providing 24-hour emergency and critical services or essential functions should report as usual.

On occasions, adverse weather conditions may become a factor in determining whether employees should report to work.

When such conditions occur, the following procedures apply:

1) Any delay or closing will be posted on the website at www.rowancountync.gov. News 14 Carolina, Channels 3-WBTV Charlotte and 9-WSOC Charlotte will be contacted with any delay or closing. Employees may also call (704) 216-8641 for any changes to the County's operating schedule.

2) Department Directors are responsible for ensuring that their respective offices are opened as soon as practical and that at least a minimum number of employees are present to control and protect the facility as well as provide telephone communications and essential services.

3) Employees are to use their discretion based on their own personal situation to decide if and when travel to and from work can be safely made. Employees should protect their families and belongings before attempting to travel to work during adverse weather.

4) If the Adverse Weather Policy goes into effect, employees with benefits will be paid for the hours the offices are closed. The hours the offices are closed are treated as Adverse Weather Closure ~~(Code 345)~~ and any time missed when the offices are open are charged to the employee's comp time, floating holiday, vacation, personal leave, or leave without pay if the employee has no available leave balances. Sick leave cannot be used unless the employee or immediate family member is actually sick.

Comment [NKD1]: These codes are no longer in use.

5) Due to the difficulty of controlling make-up time, employees will not be allowed to make up lost time. Department Directors may allow employees to offset lost time by any compensatory time earned within the same week prior to the lost time. Compensatory time cannot be granted by a Department Director simply to add hours to offset the lost time.

6) Adverse Weather Hours ~~(Code 345)~~ cannot be used to exceed the employee's normal daily work schedule or standard workweek. Comp time or overtime cannot be accrued based upon the use of the Adverse Weather code.

Comment [NKD2]: These codes are no longer in use.

7) The County Manager may authorize a comp time accrual for employees required to perform outdoor duties during adverse weather conditions in order to facilitate the earliest safe reopening of county offices for employees and the public. Department Directors shall submit a list of employees and the requested comp time hours to the Human Resources Director for review and approval by the County Manager.

1.08 EMPLOYEE PERFORMANCE STANDARDS AND STANDARDS OF PERSONAL CONDUCT

As an employee of Rowan County Government, performance standards have been established by the Board of County Commissioners in Article II, Section 2-166 of the Personnel Ordinance. As public employees serving the citizens of Rowan County, employees are expected at all times to provide quality and efficient services through the following performance standards.

(a) Employees must perform their duties in a satisfactory manner which would reflect credit upon themselves and the county.

(b) The private and personal affairs of an employee are the concern of the county only when they reflect discredit on the county or impair the employee's job performance. Employees must not use work time or facilities to conduct personal business or affairs. Personal use of the County telephone system should be limited to avoid interference with work performance. Employees should not receive personal mail at the County.

(c) Each employee is responsible for seeking ways to improve the kind and quality of services rendered by the county. Each worker should not only carry out one's duties properly, but continually be alert for and seek new methods and means to perform these duties more efficiently.

(d) Supervisory employees must constantly evaluate the performance of each employee under their direction and keep employees advised of the status of that evaluation. Employees have a right to know how well they are performing and they must be told. Both good and poor performance requires constant evaluation and appropriate comments or counsel from the supervisor. Employees must perform their jobs in accordance with the county organizational structure and established policies and procedures. The standard includes obedience to supervisors and the following of organizational lines. Organizational structure is not designed to stifle individual initiative or freedom of expression, but rather, to assign responsibility, aid in communication, and increase efficiency. However, employees who feel they are being harassed or discriminated against may follow Policy 11.0 EEO and ADA Greivance Procedure.

(e) Employees are responsible for assuring that they do nothing to conceal deliberately any inadequacy in the performance of any other employee.

(f) Each employee must use supplies, equipment and materials in a safe and efficient manner. Waste must be avoided.

Comment [NKD3]: EEOC requires that employees be allowed to go to management other than their supervisor with issues related to discrimination/harassment.

(g) Each employee is responsible for helping to maintain a safe and healthy working environment. The county is required by law to provide such an environment. Therefore, it is the individual responsibility of each employee to use safe work methods for the protection of oneself and others. Employees should report any health or safety hazard to their supervisor immediately.

(h) Employees must consider themselves "on call" for the county during times of community disaster or other emergency situations. When each employee is hired, that person, in effect, agrees to be "on call" as requested by the department director to assist the community if the need should arise.

(i) Supervisory personnel represent the County on a twenty-four (24) hour basis regardless of whether they are on duty or off duty. Therefore, the County has a right to expect loyalty in carrying out their job-related responsibilities.

(j) The very nature of the county work brings most employees into daily contact with many different people. Employees are expected to display the utmost courtesy and tact in their dealing with visitors and fellow employees.

(k) County employees must conduct themselves in an orderly manner while on duty. While this list is not all-inclusive, employees should refrain from the following behaviors and activities: loud talking, boisterous laughing, complaining, arguing, horseplay, or any other activity that would be disturbing or would be out of place in County government. The use of profane, abusive, or threatening language toward fellow employees or visitors, as well as fighting or threatening bodily injury and similar acts of misconduct, will be cause for disciplinary action up to and including dismissal.

(l) Employees must maintain their personal appearance in a clean and neat manner. Everyone who is required to wear a uniform must be in complete uniform while on duty. Uniforms should always be fresh, clean and neatly pressed. Extreme forms of dress or grooming should not be used. Toiletries, which might be offensive, should not be used. Hair should be kept clean and neat, simply styled and not excessively long. Beards, sideburns, and mustaches may be worn but should be neatly trimmed and not excessively long. Provided, however that with written consent of the County Manager, a Department Director may adopt a department regulation that prohibits uniformed Personnel within that department from wearing beards or goatees, unless granted a ~~waiver by the Department Director for~~ reasonable accommodation for medical or religious reasons. The County realizes that the style of dress and grooming are regarded as personal matters, and under ordinary circumstances, matters of individual choice. It is not the intent of the County to set standards of dress or grooming to prevent individual choice or freedom of expression. The County does; however, have the responsibility and the right to provide a safe and healthy environment for its employees. Therefore, if in the opinion of the supervisor, the employee's appearance is considered extreme, the County has the right to request the employee to alter that person's appearance to a more appropriate manner. Employees who report to work in unacceptable attire may be required to return home and change into acceptable clothing. Time away from the job will be unpaid. Repeat offenders will be subject to disciplinary action up to and including dismissal.

Comment [NKD4]: In some cases, EEOC requires that employees be offered reasonable accommodations based upon religion in addition to disability.

(m) Any inquiries for material that is considered by state and federal laws to be privileged or confidential information should be referred to the department director for disposition. Department Directors are requested to deal with subjects relevant to their responsibilities. Questions concerning confidential information which are not relevant to a particular department should be referred to the appropriate person.

(n) Law Violation: If an employee has been charged with a law violation, the County recognizes that the person is innocent until proven guilty. If the employee is incarcerated and cannot fulfill obligations and/or responsibilities on the job, that person may be asked to resign or face a possibility of discharge. The necessity of this action is due to the type of service that we render. Re-employment is contingent upon availability of the individual and the position.

1.12 PERSONAL DATA CHANGES

If employees have a change of address, telephone number, marital status, change in number of dependents, they ~~should notify the Human Resources Office immediately~~ can make these changes through Munis Employee Self-Service (ESS).

Comment [NKD5]: Updated procedure

A change in marital status or number of dependents may require the employee to complete new federal and state withholding forms so that the appropriate amount of tax will be withheld from that employee's paycheck.

Any change in name requires the employee to secure a new social security card and to present it to the Human Resources Office.

3.02 DISABILITY ACCOMMODATION

The American with Disabilities Act (ADA) defines a person with a disability as an individual who meets one of the following criteria:

- Has a physical or mental impairment that substantially limits one or more major life activities; or
- Has a record of such an impairment; or
- Is regarded as having such impairment

The ADA enables employees with a qualified disability, the opportunity to request a reasonable accommodation to the County's practices and procedures to enable them to perform the essential functions of their job. Essential functions of the job refer to those job activities that are determined to be essential or core to performing the job and therefore, cannot be modified.

Rowan County will engage in the interactive process to determine whether a reasonable accommodation is possible for a qualified individual with a disability to enable them to perform the essential functions of the job, unless doing so, causes an undue hardship to the County or a direct threat to workplace safety. This process is influenced by the nature of an employee's

disability, the employee's job, and the work environment. Employees requesting an accommodation submit a Reasonable Disability Accommodation Request form in order for the County to determine what type of accommodation can be made that does not alter the essential functions of the job. The completed request form must include an ADA Medical Certification from the employee's medical provider. Consideration will be given to whether the requested accommodation would impose an undue hardship or whether an alternate accommodation will allow the employee to effectively perform the essential functions of the job. If needed, the ~~Director of Human Resources/ADA/Risk-Manager Coordinator~~ will collaborate with the Department Director, ~~the Risk Manager, and the supervisor, and Human Resources~~ in the interactive process with the employee.

Comment [NKD6]: HR Director is now the ADA Coordinator instead of the Risk Manager..

8.02.01 JOB PERFORMANCE

The Department Director has the right and the responsibility to set work standards for employees. Work that fails to meet the Department Director's standard because of careless errors, poor quality, un-timeliness, failure to follow instructions or procedures, insufficient quality or quantity may constitute unsatisfactory job performance. It can also include when an employee establishes a pattern of regular absences, whether or not these absences are covered by available leave, or fails to request leave in advance, or is consistently late in reporting to work. Departments may have established rules or practices that control some aspects of the work place in which employees are expected to follow. These rules are different from policy and may be formal or informal, written or unwritten. One example of such a work rule would be a requirement that employees must call in and report absences one-half hour before the start of their scheduled shift. Other examples would be safety infractions involving violation of the requirement that employees wear personal protective safety equipment in certain work areas and employees performing unsafe actions in the workplace.

In determining whether an employee's performance is unsatisfactory, the supervisor may consider any one or a combination of the following factors:

- The quality of work
- The quantity of work
- Work habits
- Promptness
- The timely performance of work
- Related analysis, decisions, or judgment
- The accuracy of work
- The work plan or performance appraisal
- Absenteeism
- Ability to follow instructions, directions, or procedures
- The appropriateness of work performed
- Any other factors, in the opinion of the supervisor, ~~that~~ are appropriate to determine whether an employee's performance is acceptable.

Comment [NKD7]: Missing word

8.02.02 PERSONAL CONDUCT

Just cause to warn or take disciplinary action for unacceptable personal conduct may be created by intentional or unintentional acts. The conduct may be job-related or off-duty so long as there is a sufficient connection between the conduct and the employee's job.

Employees may be dismissed for unacceptable personal conduct. Examples of unacceptable Personal Conduct include, but are not limited to:

- a. Refusal to accept a reasonable and proper assignment from an authorized supervisor (insubordination);
- b. Willful failure to follow a directive from a supervisor;
- c. Reporting to work under the influence of alcohol or illegal drugs, or the use of alcohol or illegal drugs on the job;
- d. Stealing County property or funds, or who knowingly misuses County property;
- e. Job related conduct, which constitutes a violation of state or federal law;
- f. Conviction of a felony or an offense involving moral turpitude that is detrimental to or impacts the employee's service to the County;
- g. The willful violation of known or written work rules;
- h. The abuse of client(s), patient(s), or a person(s) over whom the employee has charge or to whom the employee has a responsibility;
- i. Harassment including sexual harassment of the public, customers, clients, or other employees;
- j. Falsification of an employment application or other employment documentation;
- k. Absence from work after all authorized leave credits and benefits have been exhausted **unless granted a leave of absence**;
- L. Exhibiting behavior, attitude, demeanor, speech, or verbal/written communications that adversely affects the employee's performance of duties, reflects badly upon the supervisor and/or the department, causes others to question the employee's or department's ability to perform departmental functions, or in any way exhibiting a lack of respect for the chain of command. Inappropriate speech or written communications is considered to be derogatory when it reflects upon one's race, age, sex, religion, disability, political affiliation, military status, or **genetic information**, which also includes language that is considered obscene or offensive.

Comment [NKD8]: Some examples would include FMLA, Leave as an ADA accommodation, etc.

Comment [NKD9]: Added by GINA in 2008.

m. Inappropriate workplace behavior including, but not limited to, horseplay, abusive or threatening language towards fellow employees, supervisors, or the public, fighting, and similar acts of misconduct.

8.04 DISMISSAL

Any employee may be dismissed. Dismissal may be a result of unsatisfactory job performance, unacceptable personal conduct, or grossly inefficient job performance. Before the decision to dismiss is made, the Department Director and supervisor must conduct a pre-disciplinary conference with the employee.

Unsatisfactory Job Performance – An employee must have at least two (2) prior warnings before dismissal for a current incident of unsatisfactory job performance.

Unacceptable Personal Conduct – An employee may be dismissed for a current incident of unacceptable personal conduct without any prior disciplinary actions.

Grossly Inefficient Job Performance – An employee may be dismissed for a current incident of grossly inefficient job performance without any prior disciplinary actions.

The Department Director recommending dismissal should discuss the recommendation and review the documentation with the Human Resources Director.

A pre-disciplinary conference shall be held between the Department Director, the supervisor, and the employee. No attorneys **or other such representatives** for either party shall be present at this conference. The Department Director shall present the employee with the specific reason for the proposed dismissal and a brief summary of the information, which he believes, supports the proposed dismissal. The employee shall have a right to respond to that notice of proposed dismissal in the conference.

Comment [NKD10]: Consistent with language in other County policy.

If, at the end of the pre-disciplinary conference, the Department Director determines that dismissal is justified, he/she may issue the employee a letter of dismissal. However, the Department Director may elect to defer the dismissal based on information presented by the employee and reconsider the proposed dismissal.

The employee must be given written notice of the dismissal. This written notice must include specific reasons for the dismissal and the employee's right of appeal.

Upon dismissal, the employee's supervisor and department director will be responsible for collection of issued equipment, uniforms, I.D. Badges, keys, etc. from the employee as listed on the Employee Security Checklist.

8.05 OPTIONAL DISCIPLINARY PROCESSES

The JOB PERFORMANCE process **requireds** two (2) warnings prior to dismissal. The PERSONAL CONDUCT process does not require any warnings prior to dismissal. However, this policy allows for types of disciplinary actions other than dismissal. None of these disciplinary actions in this section are required prior to dismissal. These actions represent alternatives to dismissal; they may not be appropriate or useful in every situation.

Comment [NKD11]: Spelling correction

The following optional alternatives to dismissal for either JOB PERFORMANCE or PERSONAL CONDUCT must be approved by the Human Resources Director.

- a. Demotion - Demotion may be used either for PERSONAL CONDUCT or JOB PERFORMANCE. An employee may be demoted without previous warnings for a PERSONAL CONDUCT violation or for Grossly Inefficient Job Performance. An employee may be demoted on the basis of unsatisfactory JOB PERFORMANCE after receiving a written warning, as long as the employee has received one (1) previous warning.
- b. Disciplinary Suspension Without Pay – disciplinary suspensions without pay may be used in dealing with either PERSONAL CONDUCT or JOB PERFORMANCE violations. Disciplinary suspensions without pay may be issued regardless of whether there are any previous warnings, if a PERSONAL CONDUCT violation or Grossly Inefficient Job Performance is being dealt with. It may be used in situations involving unsatisfactory JOB PERFORMANCE only together with a second written warning. Exempt (FLSA) employees cannot be suspended for less than one full workday and no more than two full weeks.
- c. One Day Leave With Pay - The use of this provision is clearly left to the judgment of the Department Director. The use of this provision is intended to either encourage the employee to commit to correcting poor performance or to require an employee to realize lack of commitment to improvement and spur the employee to find other employment. This provision is not appropriate in every situation. The day's leave with pay is not deducted from the employee's vacation/sick leave balance. Since this practice is essentially non-disciplinary and non-punitive in nature, no written notice to the employee is required. Nor may this action (or lack of this action) be the subject of a grievance or appeal. Management may wish to keep a written record documenting use of this action for future reference. This procedure should not be used if an employee has already been suspended without pay as a disciplinary measure in connection with a final written warning.

Before an employee can be demoted or placed on disciplinary suspension without pay, a supervisor must:

- Schedule and conduct a pre-disciplinary conference. The supervisor must give oral or written notice of the conference to the employee. The notice must tell the employee the type of disciplinary action being considered, the conference time and location, and the action or event that led to the recommendation. Advance notice should be as much as practical under the circumstances.
- Give the employee a statement in writing of the acts or failure to act that are the reason for the disciplinary action and the employee's appeal rights

9.0 EMPLOYEE GRIEVANCES

Rowan County has adopted a grievance policy to provide a means of communications between supervisors and employees and to establish principles of administration to ensure prompt, orderly, and fair response to an employee's problem or grievance. **This policy applies to all employees subject to N.C.G.S. 126.**

Comment [NKD12]: Added by request of the state.

9.01 GRIEVANCE POLICY

In order to maintain a harmonious and cooperative relationship between the County and its employees, it is the policy of Rowan County to provide for the settlement of problems and differences through an orderly grievance procedure. A grievance is defined as any matter of concern or dissatisfaction arising from the working conditions of an employee subject to the control of the County. Every regular employee having completed a probationary period shall have the right to present his/her problem or grievance in accordance with the procedure prescribed free from interference, coercion, restraint, discrimination or reprisal.

It is the responsibility of supervisors, consistent with authority delegated to them, to consider and take appropriate action promptly and fairly on a problem or grievance of any employee. Open two-way communication is a proven factor in reducing and resolving grievances.

Department Directors shall take necessary steps to ensure that employees and supervisors under his/her jurisdiction may be fully informed of the grievance procedures adopted and their rights and obligations under the policy.

In adopting this policy, the County sets forth the following objectives to be attained in this program:

- Assure employees of a way in which they can get their problems or complaints considered rapidly, fairly, and without fear of reprisal.
- Encourage the employee to express how the conditions of work affect him/her as an employee.
- Promote a better understanding of policies, practices, and procedures that affect employees.
- Provide employees with assurance that actions are taken in accordance with policies.
- Give supervisors a greater sense of responsibility for maintaining an effective working relationship with their employees and therefore encourage conflicts to be resolved at the lowest possible level of the chain of command.
- Create a working environment free of continuing conflicts and negative feelings toward County government and its leaders, thus providing excellent service to our citizens.

Employees who have completed a probationary period will have access to the grievance procedure for:

- 1) Alleged safety or health hazards, unsatisfactory facilities, surroundings, materials, or equipment, unfair supervisory practices, unjust treatment by fellow workers, or any other grievance relating to conditions of employment.
- 2) Allegations of discrimination based on race, sex (including allegations of sexual harassment), age, color, religion, national origin, **genetic information, military status,** or disability in hiring, promotion, transfer, or training, **or any other employment practice.**
- 3) Allegations of violation of the FLSA, FMLA, or ADA.

Comment [NKD13]: Added by GINA

Comment [NKD14]: Covered under NC General Statutes

4) disciplinary demotion in pay or position, disciplinary suspension without pay, or dismissal.

Comment [NKD15]: Requested by State

Actions that are not subject to the grievance procedure include:

- 1) Performance Appraisals
- 2) Wages, salaries, and fringe benefits
- 3) Oral and written warnings

10.0 GRIEVANCES OF UNLAWFUL DISCRIMINATION

~~Discrimination is an allegation of less favorable treatment based upon a legally protected status. An allegation of discrimination applies to all types of work situations, including hiring, firing, promotions, training, wages, benefits, or any other employment practice based upon race, color, sex, religion, age, national origin, disability, genetic information, political affiliation, or any other legally protected status. Grievances alleging discrimination may be filed directly with the Human Resources Director or the County's Personnel Commission following the requirements of the Appeals Policy and Procedures. An allegation of discrimination must be presented to the Human Resources Director within 15 calendar days of the County's Personnel Commission within 30 calendar days after the alleged discriminatory action. shall be filed in accordance with policy 11.0 EEO and ADA Grievance Procedure.~~

Comment [NKD16]: Changes to policy requested by State so that all EEO language is in Section V.

Comment [NKD17]: Insert hyperlink.

10.01 GRIEVANCES OF UNLAWFUL WORKPLACE HARASSMENT

~~For grievances alleging unlawful workplace harassment (including sexual harassment), the employee must have submitted a written complaint to the Human Resources Director and waited 60 calendar days for the Human Resources Director to take appropriate action. Unlawful workplace harassment is a form of discrimination and is defined as unwelcome or unsolicited speech or conduct based upon race, sex, religion, national origin, age, color, disabling condition, disability, genetic information, political affiliation, military status, or any other legally protected status or veteran/military status obligations that creates a hostile work environment. A hostile work environment is one which a reasonable person would find hostile or abusive, one which an employee perceives workplace actions or behavior to be hostile or abusive, and/or which unreasonably interferes with an employee's work performance. To request a hearing with the County's Personnel Commission, the grievance must be filed no later than 30 calendar days after~~

Comment [NKD18]: Changes to policy requested by State.

~~the 60-calendar day waiting period has ended.~~ Grievances alleging harassment (including sexual harassment) shall be filed in accordance with policy [11.0 EEO and ADA Grievance Procedure](#).

Comment [NKD19]: Insert hyperlink.

11.02 APPEAL PROCEDURE INVOLVING DISCRIMINATION AND/OR HARASSMENT

Any applicant for County employment, regular County employee, or former County employee who has reason to believe that employment, promotion, transfer, or training was denied him/her or that demotion, termination of employment, or disciplinary process was forced upon him/her because of age, sex, race, color, national origin, religion, political affiliation, [genetic information](#), [military status](#) or [physical](#) disability except where specific age, sex or physical requirements constitute a bona fide occupational qualification shall ~~have the right to appeal directly to the County's Personnel Commission. A regular County employee has the right to use the grievance procedure if he/she so desires.~~ refer to [Section. V Equal Opportunity 11.0 EEO and ADA Greivance Procedure](#).

Comment [NKD20]: Added by GINA

Comment [NKD21]: Covered under NC General Statutes

Comment [NKD22]: ADA is not limited to "physical" disabilities only.

Comment [NKD23]: Changes requested by Statute so that all EEO language is in Section V. Insert hyperlink.

~~An employee or applicant must present an alleged act of discrimination to the Human Resources Director within 15 calendar days or the County's Personnel Commission within 30 calendar days of the alleged discriminatory action. A County employee who feels that he or she has been discriminated against may request a hearing by the Commission or may pursue the matter through the grievance procedure. If an employee elects to utilize the grievance procedure, he or she shall follow the procedure of the County and, if dissatisfied with the Human Resources Director's decision, may appeal to the Commission within 30 calendar days after the receipt of notice of the Human Resources Director's decision~~

16.0 PROHIBITED EMPLOYMENT PRACTICES

Rowan County recognizes its responsibility to build and maintain a respectful workplace, where all employees enjoy an environment in which the dignity and self-respect of every person is valued and which is free of offensive remarks, material, or behavior.

The County is committed to maintaining a work environment that is free of discrimination and harassment. It is the policy of Rowan County to provide employment opportunities in its departments without discrimination on the basis of race, age, religion, sex, national origin, disability, [genetic information](#), [political affiliation](#), or ~~veteran~~ [military status](#),

Comment [NKD24]: Added by GINA

Comment [NKD25]: Per G.S. 126-34.02

16.02 WORKPLACE HARASSMENT

It is the policy of Rowan County that all employees are guaranteed the right to work in an environment free from unlawful workplace harassment and retaliation. Unlawful workplace harassment is defined as unwelcome or unsolicited speech or conduct based upon [race](#), [sex](#), [creed](#), religion, national origin, age, color, ~~disabling condition, or veteran/military status,~~ [obligations](#) [disability](#), [genetic information](#), [political affiliation](#), or any other legally protected status that creates a hostile work environment. A hostile work environment is one which a reasonable person would find hostile or abusive, one which an employee perceives workplace actions or behavior to be hostile or abusive, and/or which unreasonably interferes with an

Comment [NKD26]: Updated EEOC status'

employee's work performance. Retaliation is defined as adverse treatment which occurs because of opposition to unlawful workplace harassment. Employees who feel they have been subjected to unlawful workplace harassment should follow the policies and procedures ~~in Section III, 9.0 Employee Grievances found in this manual.~~ [Section V. Equal Employment Opportunity 11.0 EEO and ADA Greivance Procedure.](#)

Comment [NKD27]: Incorrect policy reference. Insert hyperlink.

(Rev. 12/06/11)

16.03 SEXUAL HARASSMENT

Harassment on the basis of sex is a violation of Section 703 of Title VII. Supervisors and Department Directors shall take all steps necessary to prevent sexual harassment and shall be proactive in recognizing, discouraging, and reporting harassment. Sexual harassment charges will be thoroughly and impartially investigated by the Human Resources Office.

Un-welcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- (1) submission to such conduct is made either explicitly or implicitly a term or condition of continued employment;
- (2) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting such employee; or
- (3) such conduct has the purpose or effect of substantially interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may include explicit sexual propositions, sexual innuendoes, suggestive comments, sexually-oriented kidding or teasing, practical jokes, jokes about gender specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact such as patting, pinching, or brushing against another's body.

Employees encountering harassment should notify the offending individual that their actions are inappropriate and offensive. The employee should document instances of harassment in order to provide the fullest basis for investigation purposes. In addition, the employee shall notify his or her supervisor, department director, or the Human Resources Director of the harassment as soon as possible. The employee who feels that ~~they have~~ he/she has been sexually harassed ~~may wish to follow the Policy and Procedure, Employee Appeals and Grievances. However, the employee may appeal directly to the Department Director or the Human Resources Director~~ shall refer to [Section V. Equal Employment Opportunity 11.0 EEO and ADA Greivance Procedure.](#)

Comment [NKD28]: Requested by State so that all EEO language is in Section V. Insert hyperlink.

Any employee who receives a complaint or witnesses an act of harassment has a responsibility to convey that complaint or incident to their supervisor, department director, or the Human Resources Director within one (1) business day regardless of the alleged victim's desire that the matter not be reported. Any employee who is found 1) to have harassed another employee, 2) to have failed to report an observed or reported act of harassment, or 3) to have engaged in

retaliation against an employee who has made a complaint of harassment or who has participated in an investigation of a complaint of harassment, shall be subject to disciplinary action, up to and including dismissal.

The County recognizes that false accusations of harassment and sexual harassment can have a devastating effect on innocent employees. Individuals falsely accusing another of harassment or sexual harassment will be disciplined in accordance with the nature and extent of the false accusation.

16.04 DISCRIMINATION AGAINST THE DISABLED

A disabled individual is defined as one who:

- A. Has a physical or mental impairment that substantially limits one or more of such person's major life activities or major bodily functions;
- B. Has a record of such impairment; or
- C. Is regarded as having such an impairment.

Supervisors and Department Directors must make every reasonable effort to affirmatively employ and advance in employment qualified disabled individuals. Employees with a qualified disability will be given an opportunity to request a reasonable accommodation to the County's practices and procedures to enable them to perform the essential functions of their job. A reasonable accommodation is influenced by the nature of an employee's disability, the employee's job, and the work environment. The employee who feels that he/she has been discriminated against or harassed based upon disability shall refer to Section V. Equal Employment Opportunity 11.0 EEO and ADA Greivance Procedure.

Comment [NKD29]: Requested by State so that all EEO language is in Section V.
Insert hyperlink.

16.05 PREGNANCY DISCRIMINATION

Supervisors and Department Directors must treat an employee temporarily unable to perform the functions of the job because of a pregnancy-related condition in the same manner as other temporarily disabled employees are treated. Additional information on the County's insurance, medical and disability benefits are included in the Employee Benefits and Services section of this manual. The employee who feels that he/she has been discriminated against or harassed based upon disability shall refer to Section V. Equal Employment Opportunity 11.0 EEO and ADA Greivance Procedure.

Comment [NKD30]: Requested by State so that all EEO language is in Section V.
Insert hyperlink.

16.06 DISCRIMINATION AGAINST PERSONS BECAUSE OF THEIR RELIGIOUS BELIEFS

It is forbidden to discriminate against an employee for reasons of religion. The term "religion" includes all aspects of religious observances and practices, as well as religious beliefs unless the supervisor or Department Director demonstrates that there is no way to reasonably accommodate an employee's or prospective employee's religious observance or practice without undue hardship or serious inconvenience to the conduct of business in the department. The employee who feels

that he/she has been discriminated against or harassed based upon religion shall refer to [Section V. Equal Employment Opportunity 11.0 EEO and ADA Greivance Procedure.](#)

Comment [NKD31]: Requested by State so that all EEO language is in Section V.
Insert hyperlink.

16.07 DISCRIMINATION AGAINST VETERANS

Rowan County complies with the provisions of the Uniformed Services Employment and Re-employment Rights Act (USERRA) of 1994, which protects employees in the U.S. Military including the Armed Forces and Reserve Components (Army, Navy, Air Force, Marine Corps, Coast Guard, Army National Guard, and Air National Guard). No employee of the County or applicant for County employment shall be discriminated against because of their membership, application for membership, performance of service, application for service or obligation for service in the Uniformed Services. [The employee who feels that he/she has been discriminated against or harassed based upon veteran status shall refer to Section V. Equal Employment Opportunity 11.0 EEO and ADA Greivance Procedure.](#)

Comment [NKD32]: Requested by State so that all EEO language is in Section V.
Insert hyperlink.

16.08.03 PROTECTION FROM RETALIATION

It is the policy of Rowan County that County employees be free of intimidation, harassment, or retaliation when reporting to public bodies about matters of public concern, including offering testimony to or testifying before appropriate legal panels.

No department director, supervisor, or other managing body shall discharge, threaten or otherwise discriminate against a County employee regarding the employee's compensation, terms, conditions, location, or privileges of employment because the employee, or a person acting on behalf of the employee, reports or is about to report, verbally or in writing, any activity described above. No County employee shall retaliate against another County employee because the employee, or a person acting on behalf of the employee, reports or is about to report, verbally or in writing, any activity described above.

No department director, supervisor, or other managing body shall discharge, threaten, or otherwise discriminate against a County employee regarding the employee's compensation, terms, conditions, location, or privileges of employment because the employee has refused to carry out a directive which in fact constitutes a violation of State or Federal law, rule, or regulation or poses a substantial and specific danger to the public health and safety. No County employee shall retaliate against another County employee because the employee has refused to carry out a directive which may constitute a violation of State or Federal law, rule, or regulation or poses a substantial danger to the public health and safety.

Employees, supervisors, and/or department directors found to have participated in fraudulent activity or in wrongful termination in violation of public policy will be subject to disciplinary action up to and including dismissal from employment and possible criminal prosecution or civil action as appropriate.

The employee who feels that he/she been retaliated against shall refer to Section V. Equal Employment Opportunity 11.0 EEO and ADA Greivance Procedure.

Comment [NKD33]: Requested by State so that all EEO language is in Section V.
Insert hyperlink.

16.09 REPRISAL

It is unlawful for an employer to take retaliatory action against an individual who opposes employment practices that are prohibited by law. Retaliation against persons who have filed charges, testified, assisted or participated in any proceeding, investigation or hearing under ~~the provisions of the Age Discrimination law, or under Title VII of the Civil Rights Act~~ any discrimination or harassment law is expressly prohibited. Unlawful reprisal actions often entail the assignment or transfer of workers who have filed discrimination charges against their employers due to "undesirable" positions in terms of pay, working hours, and job security.

Comment [NKD34]: There are more laws than just these

The refusal to hire a job applicant solely because he or she has previously filed charges of discrimination against an employer would constitute an act of unlawful retaliation. It is the policy of Rowan County to provide for the settlement of problems and differences through an orderly complaint procedure. Every employee shall have the right to present his or her problem or complaint in accordance with established procedures, free from interference, coercion, restraint, discrimination, or reprisal.

The employee who feels that he/she has been subjected to reprisal shall refer to Section V. Equal Employment Opportunity 11.0 EEO and ADA Greivance Procedure.

Comment [NKD35]: Requested by State so that all EEO language is in Section V.
Insert hyperlink.

Proposed Revisions To:
SECTION IV
EMPLOYEE BENEFITS
AND SERVICES

1.0 VACATION LEAVE

Vacation with pay is granted to full time and part time benefited employees. Temporary employees are not eligible for vacation benefits.

(a) Full-time and part-time benefited employees accrue vacation on a bi-weekly basis determined by the length of County service. Vacation leave does not accrue while an employee is on leave without pay (LWOP) for any reason.

<u>Length of Service</u>	<u>Maximum Days Per Year</u>	<u>Maximum Hours Per Pay Period</u>	<u>Factor Per Hour</u>
Less Than 2 years	10	3.080	.0385
2 but less than 5 years	12	3.696	.0462
5 but less than 10 years	15	4.616	.0577
10 but less than 15 years	18	5.544	.0693
15 or more years	21	6.464	.0808

Hours calculated in above chart are rounded. The computer is programmed to accommodate any rounding errors in its computation.

~~(b) Full-time Emergency Medical Technicians and Paramedics who work 24-hour shifts on a fluctuating workweek accrue vacation on a bi-weekly basis determined by the length of County service as follows:~~

<u>Length of Service</u>	<u>Maximum Days Per Year</u>	<u>Maximum Hours Per Pay Period</u>
Less than 2 years	14	4.42
2 but less than 5 years	17	5.31
5 but less than 10 years	21	6.64
10 but less than 15 years	26	7.97
15 or more years	30	9.29

Comment [NKD1]: No longer needed

Days calculated in above chart are rounded.

Scheduling and approval of vacation is at the discretion of the Supervisor or Department Director in accordance with departmental operations, staff workloads, and the availability of staff at certain times of the year. First and second choices for leave requests are highly suggested. When conflict occurs within a department, consideration may be given to the earliest request submitted. The Department Director or Supervisor has the right to deny leave requests in order

to maintain adequate staffing, departmental operations, and continuity of County services and is responsible for acknowledging, approving, or disapproving the request at the earliest convenient date prior to the beginning of the vacation time.

Provisions of the vacation policy include the following:

- (a) Pay in lieu of vacation will not be allowed.
- (b) Vacation credits may not be taken in units of less than fifteen (15) minutes.
- (c) Upon written request, an employee may elect to use earned vacation days for illness.
- (d) If an employee is on vacation and becomes injured or ill, that person may exercise the option to use sick time; the Department Director may request medical verification.
- (e) An employee going on approved leave may request to use vacation leave. However, all accrued floating holiday hours and accrued non-exempt comp time must be utilized before accrued vacation hours.
- (f) As a public employer and adherence to the principles of public accountability, an employee's pay will be reduced by the number of hours not worked when vacation leave or any other applicable leave is exhausted.
- (g) Employees who leave the County's employment will be paid for accumulated vacation days or the County will transfer any unused vacation leave in lieu of paying it out at the request of the terminating employee.
- (h) A paid holiday occurring during the paid vacation of an employee will be paid and recorded as a holiday.
- (i) Employees transferring between departments do not have their accrual rates or accrued vacation time affected.
- (j) One day (8 hours) of vacation shall be credited to the accumulated benefits of a full-time employee who does not use sick leave and who is not absent without leave for a period of approximately twenty-six consecutive work weeks depending upon when the pay period ends. Part-time benefited employees accrue these bonus hours on a pro-rata basis determined by the number of hours normally worked in the workweek.
- (k) In computing wages, vacation time will be computed at regular pay and will be excluded from calculating overtime. Vacation leave may only be used to receive pay up to the employee's regularly scheduled work week and cannot be used to increase the employee's pay.

(l) Department Directors, with the approval of the Human Resources Director, may advance vacation leave (to vested employees having five years of service with Rowan County) not to exceed the amount an employee can accumulate during the current calendar year.

(m) After the last payroll of the calendar year is processed in December, a County employee with accrued annual vacation leave in excess of thirty (30) days or two hundred forty (240) hours at the end of the calendar year will have those excess vacation hours converted to sick leave. This converted sick leave may be counted toward creditable service at retirement.

Comment [NKD2]: clarification

(n) Rowan County will accept a transfer of unused vacation leave (30-day maximum) from another local or state government employer as long as the unused balance is no more than 3 years old. A letter must be received from the previous employer stating the amount of vacation leave to be transferred.

~~(o) Rowan County will transfer any unused vacation leave in lieu of paying it out at the request of the terminating employee.~~

Comment [NKD3]: Same as "g"

2.0 SICK LEAVE

Sick leave with pay is not a right, which an employee may demand but a privilege granted by the Commissioners for the benefit of the employee when sick.

a) Full-time and part-time benefited employees accrue sick leave at a rate of .0462 per regular hour worked with a maximum of 3.696 hours per pay period, 12 days per year. Full-time Emergency Medical Technicians and Paramedics who work 24-hour shifts on a fluctuating workweek earn sick leave in the set amount of 5.31 hours per pay period. Sick leave does not accrue while an employee is on leave without pay (LWOP) for any reason, including worker's compensation.

Comment [NKD4]: No longer valid

b) There is no maximum accumulation of sick leave.

c) Department Directors, with the approval of the Human Resources Director, may advance sick leave (to vested employees having five years of service with Rowan County) not to exceed the amount an employee can accumulate during the current calendar year.

d) Notification of the desire to take sick leave should be submitted to the employee's supervisor prior to the leave, or no later than one (1) hour after the beginning of a scheduled workday. Such notice shall include the nature of the absence and the expected duration. If employees cannot call, they should have someone else call for them so that arrangements can be made to cover their jobs. However, the responsibility of calling lies with the employee.

e) If employees are sick for several days, they are responsible for keeping their supervisor informed on a daily basis unless other arrangements have been made with the supervisors. They should inform their supervisors of the approximate date they expect to return to work. Department Directors may require a note from the Doctor for extended illnesses or in cases where the employee is suspected of abusing leave.

f) As a public employer and adherence to the principles of public accountability, an employee's pay will be reduced by the number of hours not worked when sick leave or any applicable leave is exhausted.

g) Regularly scheduled days off cannot be used as paid sick leave.

h) Sick leave may not be used to augment workers compensation payments, except for the first seven calendar days an employee is out due to a work-related injury or illness.

i) Attendance records are reviewed periodically to determine the extent of absences due to illness. Employees with excessive absences will be interviewed by the individual's Department Director, who may request a doctor's statement in order to verify the employee's state of health. A person whose health prevents that individual from fulfilling the requirements of the job may be placed on leave of absence until the individual's health improves or may be transferred to a job that person can perform.

j) Employees should report to their supervisor if they become ill on the job. If it is necessary for employees to go home, they must advise their supervisor or Department Director before leaving. Failure to do so may result in leave without pay instead of deductions from accrued sick leave.

k) Sick leave may also be used for:

1. Medical appointments
2. Illness of a member of the immediate family. The family is defined as a spouse, parents, children, mother-in-law, and father-in-law including step relationships. Also included are individuals who stood *in loco parentis* to the employee when the employee was a child and to a child in which the employee stands *in loco parentis*. Utilization of this type of leave may require verification from a doctor that the employee's presence is needed to care for the family member.
3. Death in the immediate family, maximum of five days. For this purpose, immediate family is defined as spouse, parents, children, brother, sister, grandparents, grandchildren, individuals who stood *in loco parentis* to the employee when the employee was a child and to children in which the employee stands *in loco parentis*. Also included are the step, half and in-law relationships. A maximum of five days may be used for this purpose.

l) In computing wages, sick leave time will be computed at regular pay and will be excluded from calculating overtime. Sick leave may only be used to receive pay up to the employee's regularly scheduled work week and cannot be used to increase the employee's pay.

m) At the time of an employee's separation, any sick leave owed to the County shall be deducted from the employee's final compensation.

n) After the last payroll of the calendar year is processed in December, a County employee with accrued annual vacation in excess of thirty (30) days or two hundred forty (240) hours will have those excess vacation hours converted to sick leave.

o) One month of retirement credit is allowed for each twenty (20) days accrued in an employee's sick leave account at the time of retirement to employees who are members of the North Carolina Local Governmental Employee's Retirement System (LGERS) ~~or Law Enforcement Benefits and Retirement Fund~~ provided an application for retirement is made within twelve (12) months of leaving employment.

Comment [NKD5]: No longer valid

Comment [NKD6]: Required condition

p) Rowan County will accept a transfer of unused sick leave from another local or state government employer as long as the unused balance is not more than 3 years old. We will accept all unused sick leave, which was not paid to the employee. A letter must be received from the previous employer stating the amount of sick leave to be transferred.

q) Rowan County will transfer any unused sick leave to another employer who will accept the transfer, as requested by the employee terminating employment, within 3 years of separation from employment. Unused sick leave will not be paid to the employee upon termination of employment.

3.0 HOLIDAYS

The following days and such other days as the Commissioners may designate are holidays with pay for full-time and part-time benefited employees:

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Veteran's Day
Good Friday	Thanksgiving (2 days)
Memorial Day	Christmas (3 days)
Independence Day	

When a holiday falls on Saturday, Friday shall be observed as a holiday. When a holiday is on Sunday, the following Monday will be taken as the normal holiday. Because of the variety of County services, all employees do not observe holidays on the same day.

Seven-day (7) twenty-four (24) hour operations: A separate holiday schedule will be adopted and posted for staff who work on a seven-day, twenty-four hour operation. The holiday schedule will differ from the normal schedule for regular employees when the specific date of a legal holiday observance falls on Saturday or Sunday. For example, if July 4th falls on Saturday and Friday is the County Government holiday for regular employees, the date for the holiday for employees on a seven-day, twenty-four hour operation would be Saturday, July 4th instead of Friday, July 3rd. All County employees will receive the same number of approved holidays. The scheduled holiday dates for seven-day, twenty-four hour employees will be the dates that eight hours of holiday time and premium time will be received for all hours worked. Employees on the separate (different) holiday schedule will not be eligible for the floating holiday hours or premium pay for working on the normal holiday schedule observed by regular employees. The separate holiday schedule for seven-day, twenty-four hour employees will be posted annually along with the regular holiday schedule.

For employees who work ~~twenty-four-hour or~~ twelve-hour shifts, holidays begin and end at 12:00 midnight.

Comment [NKD7]: No longer valid

Regular part-time benefited employees accrue holiday leave on a pro-rated basis of the weekly hours budgeted for the position. ~~Part-time non-benefited employees and~~ temporary employees are not eligible for paid holidays.

Comment [NKD8]: Correction per practice

The policy that governs the use of holiday time is as follows:

(a) There is no waiting period for holidays.

(b) When staffing permits, holidays may be taken on the day of the holiday. Employees who are required to work on the County holiday to ensure delivery of services will receive another day off (up to eight hours) in the place of that day and additional pay equal to one-half of their regular hourly wage. Holidays not taken will accrue in a Floating Holiday Bank. At the end of the calendar year, holiday hours over 240 will be lost. To avoid this from occurring, accrued holiday hours must be used before accrued vacation hours.

(c) Holidays must be taken on or within a period of time agreeable to the department director and employee.

(d) A holiday occurring during the paid leave of an employee will be paid and recorded as a holiday.

(e) In computing wages, holiday pay will be computed at regular pay, recorded as a holiday, and excluded from calculating overtime.

(f) In order to be paid for a holiday, the employee must work and/or use paid leave for their full scheduled workday or shift prior to the holiday and their full scheduled workday or shift following the holiday.

(g) In order for a new employee to be eligible for holiday pay in their initial pay period, an employee must have worked a full regularly scheduled workday or shift before and after the holiday.

8.0 HEALTH INSURANCE

The County participates in a comprehensive major medical group health insurance plan designed to assist employees in the payment of expenses resulting from illness or injury in accordance with the plan. The County pays the full cost of the premium on individual coverage for full time employees hired or reinstated prior to 01-22-12. Full-time employees hired or reinstated 01-22-12 and thereafter pay a proportion of the employee health insurance cost. Part-time benefited employees hired after 7-1-03 pay a pro-rated amount in proportion to the number of hours worked for individual coverage. Employees who transfer from full-time status to part-time ~~benefited~~ status will pay the appropriate pro-rated amount. Employees may purchase coverage

Comment [NKD9]: Does not apply to all part-time employees

for their dependents and are responsible for paying the full cost of the additional coverage. Current premium rates are on file with the Human Resources Office.

8.03 PRE-PAYMENT OF PREMIUMS

If employees wish to avoid any delay of coverage for the health insurance, they may exercise their option to pay the premium in advance. Questions and all the information required to ~~accommodate~~ continue insurance coverage will be provided by the Human Resources Office.

Comment [NKD10]: Grammar change

11.0 LIFE INSURANCE

The County provides full-time and part-time benefited employees with a life insurance policy. Employees may purchase additional coverage for themselves or their dependents and are responsible for paying the full cost of the additional coverage.

Comment [NKD11]: Clarification, employees can also purchase additional for themselves

11.02 LIFE INSURANCE FOR DEPENDENTS

Definition of Dependent- The term "dependent" means the spouse of any employee and employee's unmarried children (including stepchildren, legally adopted children or foster children) between the ages of fourteen days and nineteen years, or up to age twenty-six (26). ~~if regularly attending school.~~

Comment [NKD12]: no longer valid

Death Benefit- The amount of the insurance provided for each dependent, shown in the life insurance schedule, is payable to the employee in the event of the dependent's death from any cause while insurance is in effect.

11.04 RETIREMENT DEATH BENEFIT

After one year of creditable service, the County provides a death benefit through the North Carolina Local Government Retirement System. If an employee dies ~~before age 70~~ while actively employed or within one hundred eighty (180) days of the employee's last day of work, the designated beneficiary will receive a single lump sum payment. The amount is equal to the employee's highest 12 months of salary during the 24 months preceding death, but no less than \$25,000 and no more than \$50,000.

Comment [NKD13]: not valid, employee can be any age

21.0 WELLNESS PROGRAM

Wellness is important in the performance of job functions and enhances quality of life. The County adopted a Wellness Program to promote a healthy lifestyle to include not using tobacco products, eating nutritiously, and participating in moderate physical activity. A Wellness Committee, comprised of County employees, coordinates County activities to promote wellness. To promote physical fitness, payroll deductions are available for several local fitness centers.

Benefited County employees receive an overview of the Wellness Program in new employee orientation. To maintain employee confidentiality, the County contracts with a third party Wellness Provider to manage compliance with the Wellness Program requirements. Participants in the program complete an online Health Risk Assessment and a biometric screening annually. Employees who have had an annual physical within the past 90 days may submit their results to the Wellness Provider utilizing the approved reporting method. Employees are assessed a premium for their individual health insurance coverage. However, this premium is waived for those who participate in the wellness program.

Employees are encouraged to have routine physical examinations as a preventive step in overall wellness. In order to promote healthy lifestyles and prevent future health problems, benefited employees receive four (4) hours of wellness leave on a fiscal year basis. This type of leave is independent of vacation or sick leave. Wellness Leave may be utilized for annual physical examinations, mammograms, PSA testing, eye exams, bi-annual dental exams, and annual skin cancer screenings.

In order to alleviate sickness in the winter season, free flu shots are offered to employees **enrolled on the County health plan** each year at the Health Department.

Comment [NKD14]: clarification

Proposed Revisions To:
SECTION V
EQUAL EMPLOYMENT OPPORTUNITY PLAN

Comment [NKD1]: All changes to this Section are requested by State

1.0 EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of Rowan County to foster, maintain, and promote equal employment opportunity. The County shall select employees on the basis of the applicants' qualifications without regard to age, sex, race, color, religion, political affiliation, disability, ~~veteran military status, genetic information, family medical history,~~ or national origin except where specific age, sex, or physical requirements constitute a bona fide occupational qualification necessary for job performance. Rowan County will make decisions regarding the terms and conditions of employment including the training, promoting, ~~compensating, transferring, disciplining,~~ and terminating of employees without discriminating on the aforementioned basis as defined by applicable state and federal equal employment and nondiscrimination laws. Fair treatment of applicants and employees will be ensured without regard to ~~age, sex, race, color, religion, political affiliation, disability, veteran status, genetic information, family medical history, or nation origin~~ any aforementioned protected status and with proper regard for their privacy and constitutional rights as citizens.

Comment [NKD2]: Part of Genetic Information and disability

Comment [NKD3]: Additional protected activities

Comment [NKD4]: redundant

Rowan County will continue to adhere to the following criteria in its effort to provide equal employment opportunities:

1. Recruitment procedures to attract a diverse pool of applicants to all occupational categories ~~and targeted toward underrepresented groups in the workforce including minorities and the disabled;~~
2. Disciplinary process designed to provide equal treatment for all employees in accordance with the County's disciplinary policy;
3. Selection procedures designed to ensure that all of the steps are non-discriminatory and job related;
4. Hiring process designed to include consistent information for new hires regarding employment conditions, type of employment, salary, etc.;
5. Promotional procedures designed to enhance upward mobility and fully utilize the skills of the existing workforce;
6. Training procedures designed to enhance employee development and advancement opportunities;
7. Compensation and benefits procedures designed to review benefits, monitor salaries, and analyze practices to ensure all employees receive compensation and benefits without discrimination;
8. Performance appraisal system to hold managers and supervisors accountable and to establish, maintain, and apply employee performance standards free from bias;
9. Grievance procedures to ensure fair and equitable review of complaints in accordance with County policies.
10. Ensure that all employees work in an environment free from discrimination, harassment, and sexual harassment;

Comment [NKD5]: requested by State

11. Ensure that no retaliatory action is taken or administered against any employee for opposing employment practices which are prohibited by federal and North Carolina laws or by the County's own policies and procedures;
12. Compliance with expressed or implied obligations contained in Federal and North Carolina law relating to equal employment opportunity.
13. Will not discriminate on the basis of disability in the admission or access to, treatment or employment in, its programs or activities.

1.01 RESPONSIBILITY FOR ~~PLAN~~ ADMINISTRATION

The County Manager, with the assistance from the Human Resources Office, is responsible for the administration of the County's Equal Employment Opportunity ~~Policy Plan~~ as adopted by the Board of Commissioners.

Department Directors and supervisors responsibilities shall include but are not limited to:

1. Assisting in the development and implementation of the EEO plan ~~and program~~;
2. Assisting in the establishment of ~~program plan~~ objectives;
3. Maintaining a diverse workforce for the department, division, work unit, or section;
4. Assisting the ~~EEO-Human Resources~~ Office in periodic evaluations to determine the effectiveness of the EEO ~~program plan~~;
5. Providing a work environment and management practices which support equal opportunity in all terms and conditions of employment;
6. Identifying and eliminating artificial barriers to equal employment and increasing a greater utilization of all persons; and
7. Conscientiously recognizing the dignity and value of individual employees and promoting a means of communication, participation, and understanding among all employees.

2.0 EQUAL EMPLOYMENT OPPORTUNITY RECRUITMENT

Human Resources will be responsible for publicizing opportunities for employment with the County including salary ranges and employment qualifications for positions to be filled. Individuals shall be recruited from a geographical area as wide as is necessary to insure that well-qualified applicants are obtained for County services. Employment advertisements shall contain assurances of equal employment opportunity and shall comply with federal and state statutes regarding discrimination in employment matters.

Rowan County will conduct a program of open recruitment in positions to avoid the possible discriminatory effects of informal job networks and similar practices. Posting job vacancies within a department for internal promotion consideration will constitute open recruitment.

Rowan County's equal employment opportunity recruitment ~~program plan~~ may include, but is not limited to, the following specific actions:

Comment [NKD6]: Changes below requested by State

Comment [NKD7]: Word change

a) Open posting of vacancy announcements - vacancies for positions will be openly posted at places which are prominently visible to employees in departments, divisions, satellite agencies, etc. The posting period will be of sufficient duration to allow time for interested personnel to apply;

b) Broad public announcement of vacancies - recruitment efforts may include classified advertisements in area newspapers, professional journals, use of the County's website, and the Employment Security Commission (ESC). In addition, copies of vacancy announcements will be provided to local colleges and agencies specializing in recruitment of occupational groups that are underrepresented in the workforce including minorities, ~~minority and~~ women, and disabled applicants, as feasible;

Comment [NKD8]: Requested by State

c) Within the limits of allocated funds, recruitment at minority and women's colleges and universities – colleges and universities whose enrollments are predominately minorities or women - will be included in the recruitment process.

d) A statement that the County is an "Equal Opportunity Employer" will be included in advertisements for employment.

3.0 MONITORING APPLICATION OF EQUAL EMPLOYMENT POLICIES

a) Establishment of valid job qualifications - the Human Resources Department will continually review job descriptions and minimum experience and training requirements in order to detect those selection devices which may tend to adversely affect employment opportunities of any group on the basis of disability, sex or minority status. As part of this review, the nature, frequency, physical demands and relative difficulty of each task actually performed by positions in each job classification will be analyzed in terms of those specific employee abilities, skill levels and knowledge necessary to perform that task. Job descriptions shall ensure that physical and mental requirements be job-related and accurately reflect job function as specified by applicable state and federal law pertaining to employment of the disabled. The Human Resources Director will take all necessary steps to suspend further use of those job descriptions or stated qualifications which are not directly related to actual job performance and which tend to discriminate against any population group. Selection devices related to job performance, which also have an adverse impact on the employment opportunities of any population group, will be eliminated and replaced by other selection devices which do not have an adverse effect, insofar as can be accomplished without unreasonable expense or burden to the operations of the County.

Comment [NKD9]: Requested by State

b) The Human Resources Department will monitor any recruitment efforts for compliance and make changes as deemed appropriate.

4.0 CLASSIFICATION REVIEW

Rowan County is committed to the principle consistent with law and governmental policy that individual employees should be compensated without discrimination on the basis of age, race, color, sex, religion, national origin, disability, genetic information, military status, political affiliation, or any other discriminatory criteria legally protected status. In order to assure that

Comment [NKD10]: Added by GINA

Comment [NKD11]: Covered under NC General Statutes

Comment [NKD12]: Per G.S. 126-34.02

similarly qualified individuals who are performing substantially the same work under comparable conditions are paid on an equal basis, Human Resources will take the following actions:

- a) Conduct periodic job analysis in order to identify positions that are improperly classified.
- b) Seek written justification from department directors for any unjustified disparity in classification that appears to exist.
- c) Recommend reclassification of any position determined to be classified at a lower or higher level than is consistent with the objectively determined value of the work being performed, giving particular attention to disparities which are patterned statistically on the basis of **disability**, sex or minority status.

Comment [NKD13]: Requested by State

5.0 CAREER DEVELOPMENT AND TRAINING

To assure that members of all population groups are given equal opportunities to hold all positions for which they are qualified, the following policies and practices shall apply:

- a) Initial referrals of applicants for vacant positions will be made consistent with the Equal Employment Opportunity Policy Statement under established recruitment procedures. Persons directly involved in the interviewing process and in decisions regarding assignments should be given specific orientation concerning these administrative guidelines.
- b) Employees will be permitted to apply through transfer, promotion, or otherwise for employment in other positions classified at a higher level or viewed as offering greater advancement opportunity. Employees who are interviewed will be informed, in writing, of the status of their application when the selection process is completed.
- c) Human Resources may provide counseling to employees on promotional opportunities and encourage **disabled**, minority and women employees to participate in career progression and development activities.
- d) In-house training and similar programs will be reviewed periodically for possible modification or expansion to better achieve the purposes of this policy. Special efforts will be made to encourage participation in training programs by members to all population groups. Departments should post notices of training opportunities.

Comment [NKD14]: Requested by State

11.0 EEO AND ADA GRIEVANCE PROCEDURE

Rowan County has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Justice regulations implementing Title II of the Americans with Disabilities Act and discrimination as defined by Title VII of the Civil Rights Act of 1964. Title II states, in part, that "no otherwise qualified disabled individual shall, solely by reason of such disability, be excluded from the

participation in, be denied the benefits of, or be subjected to discrimination" in programs or activities sponsored by a public entity.

Grievances alleging discrimination may be filed directly with the Human Resources Director or the County's Personnel Commission at 130 W. Innes Street, Salisbury, NC 28144. An allegation of discrimination must be presented to the Human Resources Director within 15 calendar days or the County's Personnel Commission within 30 calendar days of the alleged discriminatory action. If submitted directly to the Personnel Commission, a copy of the grievance must also be provided to the Human Resources Director.

For grievances alleging unlawful workplace harassment (including sexual harassment), the individual must have submitted a written complaint to the Human Resources Director and waited 60 calendar days for the Human Resources Director to take appropriate action. Unlawful workplace harassment is defined as unwelcome or unsolicited speech or conduct based upon race, sex, ~~creed~~, religion, national origin, age, color, ~~disabling condition-disability~~, ~~genetic information~~, ~~political affiliation~~ or ~~veteran/military status or obligations~~ that creates a hostile work environment. A hostile work environment is one which a reasonable person would find hostile or abusive, one which an employee perceives workplace actions or behavior to be hostile or abusive, and/or which unreasonably interferes with an employee's work performance. To request a hearing with the Personnel Commission, the grievance must be filed no later than 30 calendar days after the 60 calendar day waiting period has ended.

Comment [NKD15]: Part of religion

Comment [NKD16]: Added by Gina

Comment [NKD17]: Per G.S. 126-34.02

1. A complaint should be filed in writing and contain the following:

- a. Name, address, and telephone number of the person on whose behalf the complaint is being made,
- b. The position held or applied for by the employee or applicant,
- c. The number of years the employee has been continuously employed by the County,
- d. The name of the department against whom the complaint is being brought,
- e. The nature of the complaint (e.g. racial discrimination in promotion, transfer, hire, etc.)
- f. A detailed statement of the facts or reasons to elicit understanding of the situation upon which the complaint is being based, and
- g. A statement of the relief desired.

A County employee who feels that he or she has been discriminated against may request a hearing by the Commission or may pursue the matter through the grievance procedure. If an employee elects to utilize the grievance procedure, he or she shall follow the procedure of the County and, if dissatisfied with the Human Resources Director's decision, may appeal to the Commission within 30 calendar days after the receipt of notice of the Human Resources

Director's decision. The request should be filed in writing through the County Manager's Office, 130 West Innes Street, Salisbury, NC 28144.

2. An investigation, as may be appropriate, shall follow a filing of complaint. The Human Resources Director or such person(s) appointed by the Personnel Commission shall conduct the investigation. These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

3. The County's Personnel Commission will hear the case and conduct a hearing of the facts and issues. If following the investigation and hearing, a settlement is agreed to by both parties, the designated agent shall certify the settlement to the Commission. If following the investigation and hearing, there are issues and facts on which an agreement cannot be reached, the designated agent shall report the findings to the Commission with a recommendation.

4. The County's Personnel Commission is authorized to order the employment, promotion, transfer, or salary adjustment of any individual to whom it has been wrongfully denied or to direct other suitable action to correct the abuse. The decision reached by the County's Personnel Commission on discrimination cases will be binding.

5. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of an EEO or ADA complaint with the responsible federal department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.

6. These rules shall be construed to protect the substantive rights of interested persons to meet appropriate due process standards, and to assure that Rowan County complies with Title VII of the Civil Rights Act and ADA.

12.0 IMPLEMENTATION OF PLAN

The Human Resources Director will keep the County Manager informed of any area(s), which may deserve attention in the County's commitment to achieve the principles described in this EEO ~~Policy Plan~~.

~~Reports of progress of efforts to comply with policies such as EEO, FLSA, FMLA, ADA this plan shall be made to the County Manager at the end of each fiscal year.~~

Comment [NKD18]: Changes requested by Stat

Proposed Revisions To:
SECTION VI
WAGE AND SALARY ADMINISTRATION

5.03 COST OF LIVING ADJUSTMENT

The County Commissioners consider a cost of living increase for employees on an annual basis. The recommendation for an increase is based upon the prior year consumer price index. If approved and appropriated in the operating budget, the increase is normally distributed to employees in their first paycheck of the new fiscal year, ~~(which includes July 1 in the pay period).~~ When employees receive a cost of living increase, their pay grade remains the same.

Comment [NKD1]: clarification

6.04 FLUCTUATING WORK WEEK

~~An employee whose hours of work fluctuate from week to week may be paid a fixed salary with the understanding that the fixed amount received as straight time pay is compensation for all hours worked, whatever the number. The employee's regular rate is determined each week by dividing the fixed salary by the number of hours worked in that week. The regular rate cannot be less than the minimum wage. Because the employee has been paid straight time compensation for all hours worked, he/she will receive additional over time compensation for all overtime hours worked over forty (40) at a rate of at least one half the regular rate.~~

~~In order to be paid on an overtime basis of one half the regular rate, the following must be present:~~

- ~~1) An expressed or implied agreement exists; and~~
- ~~2) Adequate sleeping facilities for sleep are provided.~~

Comment [NKD2]: No longer in use

6.08 COMPENSATORY TIME (COMP TIME)

As a governmental employer, federal regulations and Rowan County policy permit comp time to be accrued in lieu of overtime pay. The County has elected to give non-exempt employees equivalent time off during the same workweek in lieu of pay in order to avoid overtime ~~unless otherwise approved by the County Manager.~~

Comment [NKD3]: To match practice

7.00 RECORD KEEPING

Comment [NKD4]: Remove...section blank.

7.01 TIMESHEETS

In compliance with the Fair Labor Standards Act, Rowan County requires that records be kept in a centralized location on wages, hours, occupation, and other terms and practices of employment. Timesheets are completed electronically through Munis Employee Self-Service (ESS) by each employee and forwarded electronically to supervisor for approval. ~~Departments should use the standardized timesheet including:~~

Comment [NKD5]: Practice change

- ~~a. Employee Name (last name, first name);~~

- ~~_____ b. Department;~~
- ~~_____ c. Employee Number;~~
- ~~_____ d. Hours worked each day and acerued benefit time used;~~
- ~~_____ e. Total hours each workweek;~~
- ~~_____ f. Signature of employee;~~
- ~~_____ g. Signature of supervisor.~~

Hours worked by an employee must be treated as compensable time. Employees should record actual time worked and benefit time used on the proper line. It should be emphasized that it is the responsibility of the employee to ensure accurate information as to time worked and the duty of the supervisor to ensure the accuracy of the employee's timesheet.

Proposed Revisions To:
SECTION VII
SAFETY POLICY AND PROCEDURES

8.0 EMERGENCY ACTION AND FIRE PLAN

Rowan County Government requires that during every emergency an organized effort be made to protect personnel from injury and to minimize property damage. All of Rowan County Government's resources can be made available to respond to an emergency. Each Department Director and supervisor must know what to do during an emergency and must be certain that employees understand their roles. Rowan County Government's Master Emergency Response Plan (MERP) delineates lines of authority and responsibility for emergency response. In this context, a major emergency may be one of the following: a major loss to a building or facility; and emergency involves more than one building or facility; a situation in which a choice must be made in the assignment of relative levels of authority among emergency response groups; potential hazard to the surrounding community; threat; civil disturbances or alerts; natural disasters such as earthquakes, floods, or severe weather; and countywide electrical power or other utility failure.

During response to such major events, if deemed necessary by the County Manager or ~~Department Director~~ Emergency Services Chief, fire or police may be summoned, and the Director of Emergency Services would take charge. The primary responsibility of the ~~Director of~~ Emergency Services Chief is to ensure that priorities are established, that the response is appropriate and adequately implemented, and that the proper notifications are made. In most cases the direct involvement of local supervision and remedial action will be necessary. Adequate emergency response will be made at county government level, with support from fire, medical, protective services and other support organizations.

Comment [NKD1]: Title change

The underlying philosophy of the emergency response plan is the recognition that each employee has a vital role and basic responsibility in the area of safety and emergency action. The only reasonable expectation is that at the onset of an emergency the initial response will be at the individual level.

Levels of responsibility proceed downward from top management while action and response levels proceed upward from the first person involved. Don't be afraid to call outside assistance like police and firefighters. Dial 911. When the police, firefighters or paramedics arrive, they will take control of the situation. Notify management as soon as practical, which means after all immediate responses have been exercised.

8.01 ON-SCENE COMMAND

The 911 Operator will dispatch the appropriate emergency response unit, based on the nature of the incident. An orderly transfer of responsibility is then made from the local building or facility

organization to this responding unit. The examples listed below identify the most likely outside incident commander for the following types of emergencies:

Bomb Threat/Bomb Search:	Ranking Police Officer
Injury:	EMS Personnel
Fire:	Ranking Fire Officer
Civil Disturbance:	Ranking Police Officer
Chemical Spills:	Ranking Fire Officer, Special Toxic Clean up crew or alternate
Power Outage:	Electric Company personnel, or County Facilities Management Department Personnel
Mechanical Utility Failures:	County Facilities Management Department Supervisor or Designee

In most emergencies the person who should be in charge is obvious. However, an emergency might arise that requires the major involvement of more than one emergency-response group. In such a case the ultimate authority among those on the scene will be the ~~Director of~~ Emergency Services **Chief**. In this event, the County Manager should be consulted for direction.

Comment [NKD2]: Title change

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: 8/27/2018
SUBJECT: Bayada Home Health Care - In-Home Aide

Please see the attached contract.

Please approve the attached contract between Bayada Home Health Care and the Social Services Department for In-Home Aide services.

ATTACHMENTS:

Description	Upload Date	Type
Bayada Home Health Care - In-Home Aid	8/27/2018	Cover Memo

ROWAN COUNTY CONTRACT CONTROL FORM

Date: 8/3/2018

SECTION I - DEPARTMENT COMPLETES

Department: Social Services Account #: 1155330-583015 Amount: -
 Account #: 1155315-584014 Amount: -
 Total: \$270,418.00
 Vendor name: Bayada Home Health Care Term Dates: 7/1/2018-6/30/2019
 Contract description: In-Home Aide
 POC name: Karen LeRoy Phone: 704-797-8000
 POC email: N/A
 Vendor mail address: 130 N. Arlington Street, Salisbury, NC 28144 Vendor #: 7154
☐ New contract ☒ Contract renewal Munis contract #:
☐ Amendment to contract ☐ Vendor signatures Munis BA #, if applicable:
 Notes:

Department Head Initials: 24

Date: 8-3-18

SECTION II - CONTRACT ADMINISTRATOR REVIEW

☒ Section I properly completed ☒ Requires Board approval (Y/N) 9/4/18
☒ Budgeted funds are available

Contract Administrator Initials: DS

Date: 8/17/18

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:

Contract # K80170 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 Bayada Home Health Care (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) Certification-Iran Divestment Act
- (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 \$150,000. This amount consists of \$ in Federal funds (CFDA #93.667 – SSBG, there is no CFDA# for HCCBG), \$0 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:

<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 \$270,418.

6. Reversion of Funds:

Any unexpended grant funds shall revert to the County Department of Social 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	Daina Frederick Adult Services Supervisor	Name & Title	Adult Services Intake
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) 216-8357	Telephone	(704) 216-8331
Fax	(704) 216-7935	Fax	(704) 216-7935
Email	daina.frederick@rowancountync.gov	Email	daina.frederick@rowancountync.gov

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Karen LeRoy Contract Administrator	Name & Title	Karen LeRoy Contract Administrator
Company Name	Bayada Home Health Care	Company Name	Bayada Home Health Care
Mailing Address	130 N. Arlington Street	Street Address	130 N. Arlington Street
City State Zip	Salisbury, NC 28144	City State Zip	Salisbury, NC 28144
Telephone	(704) 797-8000		
Fax	(704) 797-8899		

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		6-27-2018
		Date
Printed Name	Jennifer Boney	Division Director
		Title

COUNTY

Signature		8-3-18
	(must be legally authorized to sign contracts for County DSS)	Date
Printed Name	Donna F Fayko	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	_____
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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

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.:

Contract #: K-80170

A. Contractor Information

1. Contractor Agency Name: **Bayada Home Health Care**
2. If different from Contract Administrator Information in General Contract:
Address **130 North Arlington Street, Salisbury, NC 28144**
Telephone Number: **704-797-8000** Fax Number: **704-797-8899**
Email:
3. Name of Program (s): In-Home Aide
4. Status: () Public () Private, Not for Profit (X) Private, For Profit
5. Contractor's Financial Reporting Year 1-01-18 through 12-31-18

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

In-Home Aide – Level I Home Management
Level II, Personal Care
Level III, Personal Care

Service Provision

For purposes of this contract, In-Home Aide services are to be provided by the County department to those persons who are determined eligible and who have been formally referred for the services. In general, In-Home Aide services may be defined as the provision of care for persons by performing home management and/or personal care tasks that are essential to the activities of daily living. Such tasks are performed to enable individuals to remain in their own homes when they are unable to carry out these activities for themselves and when no responsible person is available for these tasks. The Definition for In-Home Aide services, found in the Family Services Manual Volume VII, Chapter VIII, is quoted from the Administrative Procedures Act Regulation (10NCAC 35 E. 0312).

Specific tasks that may be provided by In-Home Aide workers are defined according to the level of the task and the supervision and training requirements. There are two categories of tasks: Home Management which includes tasks related to maintaining the home, shopping for and preparing meals, and providing essential transportation for the client, and Personal Care which includes tasks related to physical care and feeding of clients. A detailed accounting of these tasks is found in Appendix A, Volume VII, Chapter VIII – In-Home Aide Services. For purposes of this contract it should be understood that Personal Care tasks will be provided in the Level II standards; Home Management tasks will be provided at the Level I standard.

I. Contractor responsibilities

Following the Memorandum to Licensed Home Care Agencies on August 31, 2015 from the NC Department of Health and Human Services, Division of Health Service Regulation, the Contractor is responsible for ensuring the RN assesses the client, develops the plan of care, validates competency of the listed nurse aide, supervises the delivery of services provided by the listed nurse aide in accordance with the NC Nurse Practice Act and G.S. 90-171.30.

It is important that all assessments completed by the licensed home care agencies address physical health, ADL functioning, IADL functions, social support status, mental/emotional functions, economic function, and environmental status in accordance with home care licensing rules 10ANCAC 13J.1402(2) and In-Home Aide Policies and Procedures Section V, A3.

Contractor is responsible for assuring that the program is provided in accordance with policy and standards as established by the North Carolina Division of Social Services, and as recorded in the Family Services Manual, Volume VII, Chapter VIII. Contractor is responsible for the hiring of competent workers, for their assignments to clients, and for their supervision and training. The Contractor is also responsible for all financial employment obligations to the In-Home Aide workers. Sub-contracting with an individual for service provision is prohibited.

To ensure that the North Carolina State Standards and policies are adhered to, Contractor may go to:

<http://www.ncdhhs.gov/aging/manual/ncfast/In-HomeAideManual.pdf> or
[https://files.nc.gov/ncdhhs/documents/files/In-HomeAide Policies and Procedures.pdf](https://files.nc.gov/ncdhhs/documents/files/In-HomeAide_Policies_and_Procedures.pdf)

- **Supervision**

It is the responsibility of the Contractor to assure that adequate supervision is provided to all aides. In order to ensure quality work performance the contractor must:

1. Determine which aide is most appropriate to serve a particular client.
2. Assure that a backup person (aide) is competent to perform the necessary tasks.
3. Assign tasks and give specific instructions to the aide. Tasks assigned are derived from the client's service plan, which is provided by County Department staff.
4. Provide ongoing support and task supervision.
5. Observe and evaluate the aide's performance.
6. Conduct or arrange for necessary training. The required competencies and the recommended training hours for Levels I and II are outlined in the appendix A and C.

7. Provide to the Rowan County Department of Social Services, as soon as possible, all information regarding significant environmental or health changes in the client's situation or living arrangements.
8. Assure that a backup person (aide) is available and assigned to replace any regularly assigned employee who is unable to report to the client's home to carry on the designated tasks, and if a backup cannot be assigned to notify the Department promptly.
9. Verify that the aide is actually on site at the place of care as required by the in-home aide service plan and that they have arrived and left in the timely manner required by the plan.
10. New referrals must be staffed within five days; an initial nursing visit must be made within three days of receiving the referral and a call to the client to verify the referral must be made within two days of receipt of the referral. The contractor will contact the Department whenever these time frames cannot be met.
11. Assigned aides shall **NOT**:
 - 1) use the client telephone for any personal calls
 - 2) receive visitors at the client's home
 - 3) use any tobacco products while working in the client home
 - 4) personally accept any gifts, remove any supplies from client's home, borrow or lend any equipment, supplies or money, or seek any personal gain from any client
 - 5) falsify time or activity reports
 - 6) release any confidential information.
 - 7) be under the influence of any illicit drugs or alcohol either in the client's home or on their property or while performing assigned duties on behalf of the client.
 - 8) sell or manufacture or partake of any illicit drugs or alcohol while in the client's home or on their property or while performing assigned duties on behalf of the client.
 - 9) disobey any traffic rules/regulations whenever the client is a passenger in their vehicle.

When the Contractor is unable to respond to a referral within the specified period of time or the accepted referral is delayed or declined for good cause, the county may exercise its option to make the referral to another contractor.

12. The Contractor must provide a Supervisor to observe the aide performing tasks for the client. Supervisory home visits must be made as outlined in Appendix A of the Family Services Manual and based upon the level of the tasks being performed by the aide for each individual client. This includes contact with the aide within the first calendar week of an assignment and quarterly on-site visits. For level II, the supervisor will also have contact with both the aide and client in each of the two intervening months of the quarter to ensure appropriate service provision. For

purposes of this contract, Supervision may be provided by an appropriate trained paraprofessional, nurse, social worker, registered nurse or other appropriate professional. If a paraprofessional is used, that individual must be supervised by a professional. Consultation with a RN is required for level II clients receiving personal care tasks if the client's personal care needs have increased due to changes in a medically related problem to determine the appropriate level of In-Home Aide Services needed.

13. If an active client is approved for full Medicaid, Contractor agrees to provide personal care services in lieu of in-home aide services if requested by the County Department and if staffing is available for the hours needed.
14. The Contractor is responsible for notifying the County Department of all changes in ADLs, IADLs, hospitalizations, placements in other care facilities, and changes in caregivers, or an absence of caregivers which exceeds three consecutive days.
15. A monthly management meeting will be held with the county DSS to discuss operational procedures and conditions or changes or difficulties being observed or experienced in the client caseload.

- **Documentation**

The Contractor must maintain a report for each In-Home Services Aide which includes:

1. A record of all competencies completed by the aide and the related level of service the aide is able to perform.
2. A record of supervision.

- **Competency Requirements and Training**

1. The Contractor must guarantee that each aide has been sufficiently trained to meet the competency requirements for the level of service that person is performing. The aide must pass the competency test and must demonstrate his/her level of competency. This level of competency must be documented in the aide's record before the aide may work independently.

The required competencies and the recommended training hours for Levels I and II are outlined in Appendix A of the Family Services Manual, Volume VII, Chapter VIII..

- **Financial Employment Obligations**

In-Home Services Aides are subject to the North Carolina Wage and Hour Act for minimum wage. The Contractor must assure that money is available to cover all wages and employer's share of all appropriate taxes, fringes, transportation and benefits for all worker hours specified in the total In-Home Service Agreements.

The Contractor also agrees to:

- a. Provide the service(s) stipulated in this agreement in accordance with applicable standards for the service (s).
- b. Furnish financial and program data as required to document the basis for the reimbursement rate and to document that applicable standards have been met.
- c. Keep confidential any information about a client that is shared only among Department and Contractor staff who need to know in order to coordinate, manage, or deliver services to the client.
- d. Comply with all State licensing standards, all applicable accrediting standards and of any other standards or criteria established by the Division of Aging and Adult Services to assure quality of services.
- e. Comply with the terms of Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to Section 504 regulations that prohibit discrimination against handicapped persons in employment and in the operation of programs and activities receiving Federal funds.
- f. Comply with the terms of Title VI of the Federal Civil Rights Act of 1964 and all requirements imposed by or pursuant to Title VI regulations that prohibit discrimination on the grounds of race, color or national origin.
- g. Comply with all State licensing standards, all applicable accrediting, all requirements imposed by or pursuant to the regulations issued pursuant to that Title.
- h. Maintain appropriate program records, client case files which document the provision of the agreed upon service(s); and maintain a valid authorization for services (DSS-5027) for each client determined to be eligible by the County Department and authorized by the County Department for service(s) provided under this agreement.
- i. Comply with all HIPAA rules and regulations pertaining to DSS clients as set forth by the County Department.
- j. Accept fiscal responsibility for deviations from the terms of this agreement as a result of acts of the Contractor or any of its officers, employees, agents or representatives.
- k. Comply with all contract attachments.
- l. Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of the Contractor or any of its officers, employees, agents or representatives.

- **Record Retention:**

The Contractor agrees to retain all books, records and other documents relevant to this agreement for seven (7) years after final payment or until all audits continued beyond this period are completed. Federal auditors and any persons authorized by the Division of Aging and Adult Services or the County Department shall have the right to examine any of these materials. In the event the Contractor dissolves or otherwise goes out of existence, records produced under this agreement will be turned over to the County Department. In the event that DSS dissolves its contract with the Contractor, the Contractor agrees to grant access to DSS of above records and documents relevant to the contract

period for seven (7) years after final payment or until all audits continued beyond this period are completed. All HIPAA medical information is retained for seven (7) years.

- **Consumer Contributions:**

The service(s) under contract with the Contractor are services for which Consumer Contributions may be assessed. Policy regarding Consumer Contribution requirements and collection of contributions is contained in Family Services Manual, Volume VI, Chapter III. If a client is to make a contribution, the County Department will arrange with the client how that contribution will be collected. The Department of Social Services will collect all consumer contributions. These contributions will be deducted from the invoice received by the County Department.

II. County Department responsibilities

The Department agrees to:

- a. Determine eligibility of individuals for the service(s) in accordance with Federal and State regulations.
- b. Notify the Provider on Form DSS-5027, concerning the eligibility of each individual for the services as authorized, and any changes in the individual's eligibility status.
- c. Pay the Provider for services delivered to eligible individuals under the terms of this agreement in the rate specified in E. below.
- d. Keep the Contractor informed of all applicable Federal and State laws, regulations, policies and standards governing the service program to which the Contractor must adhere and of any alterations to these.
- e. Provide the Contractor information regarding the individual client's current In-Home Aide service needs as represented on their Individual Service Plan, developed by the County Department Social Worker in cooperation with the client and with input from the Contractor, as appropriate.
- f. Provide the Contractor information on those clients participating in Consumer Contributions and the amount of those contributions.
- e. Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of the Department or any of its officers, employees, agents or representatives.

Each party hereto agrees to be responsible for its own liabilities, that of its officers, employees, agents or representatives arising out of this agreement.

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

Negotiated County Rate.

\$15.13 per 1-hour unit for level I

\$15.38 per 1-hour unit for level II

\$16.00 per 1-hour unit for level III

- D. **Number of units to be provided:** There is no established number to be provided but up to available funding. Reimbursement will be based on the

above hourly rate up to a maximum of \$85,000 SSBG funding plus \$185,418 HCCBG funding. Payments will cease once this fiscal year maximum is reached. The maximum payment of \$270,418 reflects the Department's total available funding for all In-Home Aide services and will be spread among all the Contractors contracted by the Department for this service.

E. Details of Billing process and Time Frames:

- **Expenditures**

Authorization for the provision and payment of In-Home Aide services is done through the use of the Form 5027 or the DAAS 101, which serves to establish the eligibility of each client, the date that services begin and end, and the amount of any fees, if applicable. These forms must be maintained by the administering agency at all times. In addition to the above information, this form serves as an audit trail.

The Provider will report expenditures monthly to the County Department in accordance with policy set forth by the Controller's Office, Division of Social Services, issued via the Fiscal Manual. Expenditures are to be reported on the DSS Monthly Report of Service Delivery (Form DSS-1571, Part IV) and or the Division of Aging's Aging Resource Management Systems (ARMS). Reimbursement for In-Home Aide Services should be requested monthly by use of the Form DSS-1571 which is to include a listing of the clients served, the hours of services delivered and the cost incurred during the reporting month. This report should be received in the Department of Social Services by the fifth (5th) working day of the month following receipt of the services except for the month of June. In June, this report should be received by the Department of Social Services by 5pm on July 1st or the 1st working day of July. Reimbursement by check will be made by the fifteenth (15th) working day of the month in which the report is received. The collection of any consumer contributions from the clients for this service will be made the responsibility of the contractor- (see below).


1. Consumer Contributions

The County Department of Social Services will collect any contributions made by the clients.

2. Reporting for the Statewide Services Information System (SIS)


On the monthly report of Service Delivery (DSS Form 1571 Part IV), the units reported defined Column 12 of the 1571 Part IV are the units of service defined in Column 5 of 1.C of this attachment. Service definition and reporting instructions are found in Family Services Manual, Vol. VII, Chapter VIII.

3. Area to be served/Delivery site(s): Rowan County



(Signature of County Authorized Person)
8-3-18

(Date Submitted)



(Signature of Contractor)
6-27-2018

(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. 130 N. Arlington Street
(Street address)
Salisbury, NC 28144 Rowan County
(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 Jeff Sanev

Title Division Director

BAYADA Home Health Care, Inc.
Agency/Organization

6-27-2018
Date

(Certification signature should be same as Contract signature.)

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 page 1 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:

BAYADA Home Health Care, Inc.

Name of Organization



Signature of Organization Official

6.27.2018

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Wake

I, Brittany Harrison, Notary Public for said County and State, certify

that

Junfer St John Baney
acknowledged

personally appeared before me this day and

that he/she is

organization officer of
Bayada Home Healthcare

[enter name of entity]

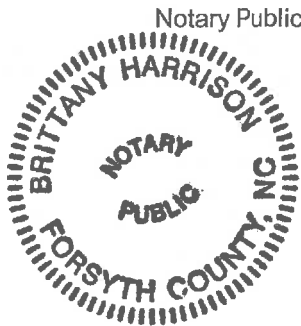
and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 27 day of June, 2018.

Sworn to and subscribed before me this 27 day of June, 2018

Contract# K-80170
Bayada Home Health Care


(Official Seal)

My Commission expires 1209, 20 20





0-975 CONFLICT OF INTEREST

This policy was adopted on Jan. 1, 1993 and last revised Feb. 9, 2009.

Our Policy:

BAYADA Home Health Care make every attempt to avoid conflicts of interest, but reports them when they occur.

DEFINITION:

A Conflict of Interest is "a conflict between the private interests and official responsibilities of a person in a position of trust." (Webster's Collegiate Dictionary)

Our Procedure:

- 1.0 Company Affiliations.** If the company has a financial affiliation that would encourage BAYADA or a BAYADA employee to refer clients to a particular provider of service, e.g., an equipment company, clients are made aware of this arrangement before the referral is made.
- 2.0 Employee Affiliations.** BAYADA employees must disclose to their Director any relationship they have with any referral source of BAYADA for employees, provision of services, or sale of goods.
- 3.0 Gifts.** BAYADA employees may not give or accept cash gifts or any gifts of substantial size from contacts or referral sources; but use prudence and judgement in all business dealings.
- 4.0 Annual Disclosure Statement.** All members of BAYADA governing body and management committee are required to complete a [policy 0-4102] annually.

0-975 - CONFLICT OF INTEREST

Version: 4.0 (2048)

Author(s): SHERRI PILLET; ANNE JOHNSON (2003)

Owner:

Manual, Section: ADMINISTRATIVE , GOVERNANCE AND MANAGEMENT

References: JCAHO GM.6; JCAHO RI.2.3; CHAP CI.4b15

Revisions: Feb. 09, 2009; Jan. 01, 1993; Mar. 1, 1995; Feb. 21, 2000; Feb. 18, 2002; Jun. 2, 2003

Comments: Conversion



1 West Main Street
Moorestown, NJ 08057

856-231-1000
856-231-1955 fax
www.bayada.com

Attachment E – No Overdue Tax Debts

6/26/2018

To: Rowan County Department of Social Services

Certification:

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

Sworn Statement:

Mark Baiada and Mark Baiada being duly sworn, say that I am the Board Chair and Treasurer, respectively, of BAYADA Home Health Care, Inc., of Moorestown in the State of New Jersey and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.


Board Chair


Treasurer

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


(Notary Signature and Seal)

My commission Expires: **JOANNE DE FEO**
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/9/2023

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 that 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.”

Compassion. Excellence. Reliability.

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

Division Director
Title

BAYADA Home Health Care, Inc.
Agency/Organization

6-27-2018
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.

Signature <u>J. Zamey</u>	Title <u>Division Director</u>
<u>BAYADA Home Health Care, Inc.</u>	<u>6-27-2018</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.

Signature 

Title Division Director

BAYADA Home Health Care, Inc.
Agency/Organization

6-27-2018
Date

(Certification signature should be same as Contract signature.)

Rowan County Department of Social Services
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July, 2018, by and between Rowan (County Department of Social Services) ("Covered Entity") and Bayada Home Health Care (name of contractor) ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled #_K-80150 (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.
- 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;

- 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: 8-2-18 - 6-27-2018

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 

Title Division Director

BAYADA Home Health Care, Inc.
Agency/Organization

6-27-2018
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]

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 L
Notice of Certain Reporting and Audit Requirements

Grantee shall comply with all rules and reporting requirements established by statute or administrative rules. All reports must be submitted to the addresses below.

The applicable prescribed requirements are found in North Carolina General Statute 143C-6-22 & 23 entitled "Use of State Funds by Non-State Entities" and Implementation of Required Rules, 09 NCAC 03M .0102 -0802, North Carolina Administrative Code, issued September 2005.

The Contractor's fiscal year runs from 01/01/2018 to 12/31/2018.

G.S. 143C-6-23 requires every nongovernmental entity that receives State or Federal pass-through grant funds directly from a State agency to file annual reports on how those grant funds were used. There are 3 reporting levels which are determined by the total direct grant receipts from all State agencies in your fiscal year:

- Level 1: Less than \$25,000
- Level 2: At least \$25,000 but less than \$500,000
- Level 3: \$500,000 or more

A grantee's reporting date is determined by its fiscal year end and the total funding received directly from all State agencies. For those grantees receiving less than \$500,000, the due date is 6 months from its fiscal year end. For those receiving \$500,000 or more, the due date is 9 months from its fiscal year end. In addition to the reports, grantees receiving \$500,000 or more must submit a yellow book audit in electronic or hard copy to the Office of the State Auditor and to all funding State agencies at the addresses below.

All annual grantee reports required by GS 143C-6-23 must be completed online at www.NCGrants.gov. The online reporting system will automatically place your organization on the Noncompliance list if your reports have not been completed in www.NCGrants.gov by your required due date.

To access the online grants reporting system go to www.NCGrants.gov and click on the LOGIN tab at the top of the page. You must have a NCID to access the online reporting system. To obtain a user manual or request assistance with the system please go to <https://www.ncgrants.gov/NCGrants/Help.jsp>. You can also email requests for assistance directly to NCGrants@osbm.nc.gov.

Once you have logged in you will see your "Grantee Summary / Data Entry Screen".

- Your summary screen will identify your correct level of reporting, i.e., Level 1, 2 or 3, based on the State grant funds paid to your organization during your fiscal year.
- The summary will show all the grants contained in the www.NCGrants.gov system that have been awarded to your organization. The program will automatically provide links to the reports that correspond to your reporting level, and only those reports, for each grant. Check to make sure that the grant(s) shown in the system correspond with what you show as having received from each agency for your fiscal year.
- If you have questions, need help in resolving any differences between your records and online reporting system or need corrections to be made to the data you enter, send an e-mail to NCGrants@osbm.nc.gov to request help.

All grantees must file their required reports online at www.NCGrants.gov without exception.

IMPORTANT NOTE FOR AUDITS

If you expend more than \$500,000 in Federal grant funds from all sources, then you must have an A-133 single audit performed. If you are at this level for federal reporting and you are required to file a yellow book audit with the State under G.S. 143C-6-23, then you may substitute the A-133 audit for the yellow book audit.

If you are required to have an A-133 audit performed and you receive any Federal grant funds passed through the North Carolina Department of Health and Human Services, you are required to file the A-133 audit with the North Carolina Department of Health and Human Service.

If you expend more than \$500,000 and you are required to file a yellow book audit with the State Auditor under G.S. 143C-6-23, then you are also required to file the yellow book audit with the North Carolina Department of Health and Human Service.

A planned enhancement to the system is the capability for the grantee to directly upload a pdf version of their audit directly into the online system where it will be accessible to both the funding agency/agencies and the Office of the State Auditor.

Please send the required audit to the following address:

Mail to: DHHS Office of the Controller
Attention: Audit Resolution
2019 Mail Service Center
Raleigh, NC 27699-2019

Or direct delivery to: 1050 Umstead Drive
Raleigh, NC 27606

Equipment Purchased with Contract Funds:

Title to equipment costing in excess of \$500.00 acquired by the Contractor with funds from this contract shall vest in the Contractor, subject to the following conditions.

- A. The Contractor shall use the equipment in the project or program for which it was acquired as long as needed. When equipment is no longer needed for the original project or program or if operations are discontinued, or at the termination of this contract the Contractor shall contact the Division for written instructions regarding disposition of equipment.
- B. With the prior written approval of the Division, the Contractor may use the equipment to be replaced as trade-in against replacement equipment or may sell said equipment and use the proceeds to offset the costs of replacement equipment.
- C. For equipment costing in excess of \$500.00, equipment controls and procedures shall include at a minimum the following:
 1. Detailed equipment records shall be maintained which accurately include the:
 - a. Description and location of the equipment, serial number, acquisition date/cost, useful life and depreciation rate;
 - b. Source/percentage of funding for purchase and restrictions as to use or disposition; and
 - c. Disposition data, which includes date of disposal and sales price or method used to determine fair market value.
 2. Equipment shall be assigned a control number in the accounting records and shall be tagged individually with a permanent identification number.

3. Biennially, a physical inventory of equipment shall be taken and results compared to accounting and fixed asset records. Any discrepancy shall immediately be brought to the attention of management and the governing board.
4. A control system shall be in place to ensure adequate safeguards to prevent loss, damage, or theft of equipment and shall provide for full documentation and investigation of any loss or theft.
5. Adequate maintenance procedures shall be implemented to ensure that equipment is maintained in good condition.
6. Procedures shall be implemented which ensure that adequate insurance coverage is maintained on all equipment. A review of coverage amounts shall be conducted on a periodic basis, preferably at least annually.

D. The Contractor shall ensure all subcontractors are notified of their responsibility to comply with the equipment conditions specified in this section.

Reporting Requirements of N. C. General Statute 143C-6.23

Use these charts to determine GS 143C-6.23 reporting requirements.

Total Funds from All State Agencies	Reports Due (Key all reports into online reporting system at www.NCGrants.gov , including online submission of the audit when the system has the capability). Until that point, audits should be mailed to both the Office of the State Auditor and the NC Department of Health and Human Services (DHHS).)	Reports Due Date
Level 1 \$1 - \$24,999	<ul style="list-style-type: none"> • Certification • State Grants Compliance Reporting Receipt of < \$25,000.* 	Within 6 months of entity's fiscal year end
Level 2 \$25,000 - \$499,999	<ul style="list-style-type: none"> • Certification • State Grants Compliance Reporting Receipt of >= \$25,000 • Schedule of Receipts and Expenditures* • Program Activities and Accomplishments 	Within 6 months of entity's fiscal year end
Level 3 \$500,000 or more	<ul style="list-style-type: none"> • Certification • State Grants Compliance Reporting Receipt of >= \$25,000 • Audit [A-133 Single Audit if >= \$500,000 in federal funds or Yellow Book Audit] • Schedule of Federal and State Awards (May be included in the audit) • Program Activities and Accomplishments 	Within 9 months of entity's fiscal year end

Use this chart to determine where to send copies of GS 143C-6.23 reports.

<p>Grantees receiving \$500,000 or more must send one copy of each audit report to DHHS.</p>	<p>Mail to: DHHS Office of the Controller Attention: Audit Resolution 2019 Mail Service Center Raleigh, NC 27699-2019</p> <p>Or direct delivery to: 1050 Umstead Drive Raleigh, NC 27606</p>
<p>Grantees receiving \$500,000 or more must send one copy of each audit report to the State Auditor.</p> <p>In addition, grantees must submit copies of their audits to www.NCGrants.gov for compliance purposes.</p>	<p>Mail to: Office of the State Auditor 20601 Mail Service Center Raleigh, NC 27699-0601</p> <p>Or direct delivery to: 2 South Salisbury Street Raleigh, NC 27603</p>

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
- 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
- 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
- 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
- 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

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

Bayada

- ☐ 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.

BAYADA Home Health Care, Inc.

Contractor's Name

Signature of Contractor's Authorized Agent

6-21-2018

Date

Printed Name of Contractor's Authorized Agent

Jennifer Boney

Title

Signature of Witness

Clinical Manager

Title

Printed Name of Witness

Date

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

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:		6-27-2018	
	Signature	Date	
	Jennifer Bancy	Division 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 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.

Addendum to Contract

Compliance Agreement

The Rowan County Department of Social Services and every organization with whom it contracts must comply with Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the ground of race, color, or national origin. To assure compliance, the following activities are agreed upon:

DSS Director or designee will:

1. Provide to the contracted agency a copy of the DHHS Title VI Language Access Policy;
2. Provide a Client's Rights poster, in both English and Spanish, describing free interpreter services;
3. Provide a How to File a Complaint poster, in both English and Spanish, describing the process to follow to file a complaint;
4. Provide U.S. Department of Justice, Civil Rights Division Complaint Forms, in both English and Spanish;
5. Provide training and assistance to the Contracted Agency Director or designee.

The Contracted Agency Director or designee will:

1. Review and keep on file the DHHS Title VI Language Access Policy;
2. Place the Client's Rights posters in the reception area of the agency;
3. Place the How to File a Complaint posters in the reception area of the agency;
4. Provide to clients, upon their request and without delay, the U.S. Department of Justice, Civil Rights Division Complaint Forms;
5. Provide training and assistance for employees to assure that they understand and carry out expectations regarding compliance.

We will abide by the terms of this Compliance Agreement.

Don Taylor
Director or Designee
Rowan County
Department of Social Services

18-3-18
Date

J. Sane
Director or Designee
Contracted Agency: BAYADA Home
Health Care, Inc.

16-27-2018
Date



CERTIFICATE OF LIABILITY INSURANCE

11/1/2018

DATE (MM/DD/YYYY)
10/27/2016

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

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

PRODUCER LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1080962 BAYADA HOME HEALTH CARE, INC. 4300 Haddonfield Road East Building Pennsauken NJ 08109	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Arch Specialty Insurance Company	NAIC # 21199
	INSURER B: Arch Insurance Company	11150
	INSURER C: Arch Indemnity Insurance Company	30830
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES BAYNU01 CERTIFICATE NUMBER: 11330466 REVISION NUMBER: XXXXXXXX

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 INSURER (N/D, W/D)	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 <input checked="" type="checkbox"/> SIR APPLIES GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	UFL0010878-12	11/1/2017	11/1/2018	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 - COMPROP AGG \$ Included \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	N	N	41CAB4940110	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B/C	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	41WCI4939910 (AOS) 44WCI0502110 (CA,MO,PA,TX)	11/1/2017	11/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROP LIAB (CLAIMS-MADE) POLICY-\$1,000,000 sir	N	N	UFL0010878-12	11/1/2017	11/1/2018	\$1,000,000 MEDICAL INCIDENT \$3,000,000 ANNUAL AGGREGATE \$2M SEX ABUSE/MOLEST

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

CERTIFICATE HOLDER 11330466 ROWAN COUNTY DEPT OF SOCIAL SERVICES DAINA FREDERICK 1813 EAST INNES ST 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: 8/27/2018
SUBJECT: Genesis-A New Beginning - Family Reunification

Please see the attached contract.

Please approve the attached contract between Genesis-A New Beginning and the Social Services Department for Family Reunification Services.

ATTACHMENTS:

Description	Upload Date	Type
Genesis-A New Beginning - Family Reunification	8/27/2018	Cover Memo

ROWAN COUNTY CONTRACT CONTROL FORM

Date: 8/7/2018

SECTION I - DEPARTMENT COMPLETES

Department: Social Services Account #: 155346-533000 Amount: -
 Account #: 1155320-533011 Amount: -
 Total: \$41,615.00 - not to exceed
 Vendor name: Genesis - A New Beginning Term Dates: 7/1/2018-6/30/2019
 Contract description: Family Reunification Services
 POC name: Terry Wise Phone: 704720-7770
 POC email: twise@genesis-anb.com
 Vendor mail address: 241 Church Street NE, Concord, NC 28025 Vendor #: 14819

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

Department Head Initials: AD/DF Date: 8/7/18

SECTION II - CONTRACT ADMINISTRATOR REVIEW

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

Contract Administrator Initials: DS Date: 8/17/18

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:

Contract #**Fiscal Year Begins 07-01-18 Ends 06-30-19**

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and **Genesis-A New Beginning** (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)(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 **07-01-18** and shall terminate on **06-30-19**, 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 **\$41,615.00**. 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:

<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 **\$41,615.00**.

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 E. Innes Street	Street Address	1813 E. Innes Street
City, State, Zip	Salisbury, NC 28146	City, State, Zip	Salisbury, NC 28146
Telephone	(704) 216-8330		
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	Terry Wise	Name & Title	Terry Wise
Company Name	Genesis- A New Beginning	Company Name	Genesis- A New Beginning
Mailing Address	241 Church Street NE	Street Address	241 Church Street NE
City State Zip	Concord, NC 28025	City State Zip	Concord, NC 28025
Telephone	(704) 720-7770		
Fax	(704) 720-7781		
Email	twise@genesis-anb.com		

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:


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

14. Specific Language Not Previously Addressed:

(can be delted if not needed)

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

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

 _____ Signature	7-27-18 _____ Date
Terry M Wise _____ Printed Name	V.P. _____ Title

COUNTY

 _____ Signature	8-2-18 _____ Date
<i>(must be legally authorized to sign contracts for County DSS)</i>	
Donna F. Fayko _____ 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/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

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: Genesis – A New Beginning
2. *If different* from Contract Administrator Information in General Contract:
Address 629 W. Innes Street, Suite 214
Salisbury, NC 28144
Telephone Number: 704-636-0838 Fax Number: 704-633-0080
Email: daphne@genesis-anb.com
3. Name of Program (s): Genesis – A New Beginning
4. Status: ☐ Public ☐ Private, Not for Profit ☒ Private, For Profit
5. Contractor's Financial Reporting Year 07/01/2018 through 06/30/2019

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 psychological and substance abuse evaluation, individual and group therapy, psychiatric evaluations and medication management, and IOP for individuals and families. 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 Mary Sloop, no later than the 5th 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 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 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 prohibit 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 parties; or terminated by either party upon thirty (30) days prior notice in writing to the other party, except that violations of State law or of established standards concerning provision of the services may result in termination of the agreement without (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 illegal alien 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-year period for examination, transcription, and audit by 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 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):

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

2. Negotiated County Rate.

Rowan County Department of Social Services agrees to pay as follows:

Tier I Service (\$25.00)

Domestic Violence Male groups
Updates
Exits

Tier II Service (\$30.00)

Intake (if completed after an assessment) \$30.00

Tier III Service (\$40)

- Anger Management Group
- Domestic Violence Female Group
- Hispanic Non-offender (victims)- group
- Non-Offender (victims) Group
- Parenting Group
- Sex Offender Group
- Substance Abuse Group

Tier IV Service (\$95/ hour)

- Sex Offender Specific Evaluation
- Anger Management Treatment - Individual
- Domestic Violence/ Treatment - Individual
- Sex Offender Treatment - Individual
- Non-Offender Treatment (for victims) - Individual
- Hispanic Non-Offender Treatment (for victims) - Individual
- Marriage Counseling- Individual
- Family Counseling
- Parenting- Individual

Tier V Service (\$100.00)

- Anger Management Assessment
- Domestic Violence Assessment
- Hispanic Domestic Violence Assessment
- Non Offender (victims) Assessment
- Hispanic Non Offenders (victim's) Assessment
- Substance Abuse Assessment
- DWI Assessment

Tier VI Service (\$150 per three hour session / at \$50 per session)

- Intensive Outpatient Therapy for Substance Abuse Treatment

Tier VII Service (\$200)

- Mental Health Evaluation: \$200
- Holistic Trauma Informed Evaluation of Substance Abuse, Mental Health and Anger Management Needed: \$200

Tier VIII Service (\$225.00)

- Adult Holistic Assessment: \$225.00

Drug and Alcohol Testing

<u>Test Type</u>	<u>Genesis Office</u>	<u>Field Location</u>
12 Panel Urine	\$30	\$45
Meth Specific Test	\$30	\$45
Hair Follicle	\$127	\$137
Bath Salt	\$82	\$92
Expanded Bath Salt	\$103	\$113
Synthetic THC	\$75	\$85
Breathalyzer	\$30	\$40

Other (specify): Court testimony (\$95 per hour up to maximum of \$500 per day)

D. Number of units to be provided: A unit of service will be defined as a single assessment, single session per client, or one hour of consultation/review/training.

E. Details of Billing process and Time Frames: Work under this Contract will commence on July 1, 2016 and will be completed no later than June 30, 2017 (Contract Term), subject to any modifications provided for in the Contract Documents. No work shall be deemed complete until it is accepted by the County's Contract Manager (Project Officer).

Genesis – A New Beginning will bill Rowan County Department of Social Services. Bills will be forwarded to Mary Sloop at Rowan County Department of Social Services.

F. Area to be served/Delivery site(s): Services will be provided at **Genesis – A New Beginning**, 629 W. Innes Street, Suite 214, Salisbury NC 28144 or in an agreed upon location that best serves the identified client.


(Signature of County Authorized Person)

8-2-18
(Date Submitted)


(Signature of Contractor)

7-27-18
(Date Submitted)

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Rowan 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

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. 629 W. Innes Street, Suite 214
(Street address)

Salisbury, North Carolina 28144
(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 _____

Genesis ANB
Agency/Organization _____

7-27-18
Date _____

(Certification signature should be same as Contract signature.)

ATTACHMENT D

Conflict of Interest Policy

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

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

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

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

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

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

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

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

governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

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

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

Approved by:

Genesis ANB

Name of Organization

Signature of Organization Official

7-27-18

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Cabarrus

I, Donna M. Lyszczyk, Notary Public for said County and State, certify that

Terry Wise personally appeared before me this day and acknowledged

that he/she is V. President of Genesis ANB [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 9 day of July, 2018.

Sworn to and subscribed before me this 27th day of July, 2018.

Donna M. Lyszczyk
(Official Seal)

Notary Public

My Commission expires July 13, 20 22

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.



To: County Department of Social Services/Human Services

Certification:

We certify that the Genesis – A New Beginning 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:

Terry Wise and Donna Wise being duly sworn, say that we are the Board Chair and Vice President respectively, of Genesis – A New Beginning of Concord in the State of North Carolina and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.


Board Chair

Vice Present

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


(Notary Signature and Seal)

My Commission Expires: 7-13-2022

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

ATTACHMENT F

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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
TitleGenesis ANB
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.



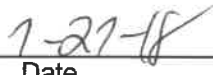
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof,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

 _____ Signature	 _____ Title
<u>Genesis ANB</u> _____ Agency/Organization	 _____ Date

(Certification signature should be same as Contract signature.)

ATTACHMENT H

Rowan County Department of Social Services/Human Services

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
 2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the
- (Federal Certification-Debarment)(06/2015)

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



Title

Genesis ANB

Agency/Organization

1-27-18

Date


(Certification signature should be same as Contract signature.)

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: Genesis – A New Beginning

By:  Signature	7-27-18 Date
Terry M Wise Printed Name	VP 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 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 Reviser of Statutes.

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
- 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
- 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
- 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
- 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

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.

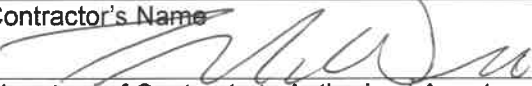
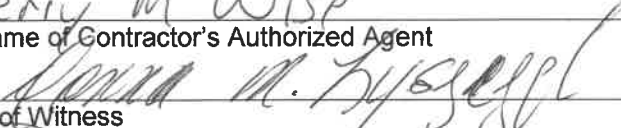
- (2) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 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.

Genesis ANB

Contractor's Name	
	7-27-18
Signature of Contractor's Authorized Agent	Date
Terry M. Wise	V.P.
Printed Name of Contractor's Authorized Agent	Title
	Administrative
Signature of Witness	Title
Donna M. Hyslop	7-27-18
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.

Rowan County Department of Social Services/Human Services
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July, 2017, by and between Rowan (County Department of Social Services) ("Covered Entity") and Genesis, A New Beginning (ANB) (name of contractor) ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled (identify contract) Genesis ANB (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.
- 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 ___(name)___ County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the ___(name) County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

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

5. TERM AND TERMINATION

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

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

c. Effect of Termination.

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

6. GENERAL TERMS AND CONDITIONS

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

SIGNATURES: _____



Date: _____

7-27-18



GENE-AN-01

JSHORT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/03/2018

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 Hood Hargett & Associates, Inc. PO Box 30127 Charlotte, NC 28230	CONTACT NAME:	FAX (A/C, No): (704) 374-9403
	PHONE (A/C, No, Ext): (704) 374-1863	
INSURED Geneals - A New Beginning 391 Knoll Court Concord, NC 28025	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Ins Co	NAIC # 18058
	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	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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK1763037	01/11/2018	01/11/2019	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
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB614336	01/11/2018	01/11/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		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 Liab			PHPK1763037	01/11/2018	01/11/2019	Each Claim 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Rowan County DSS
Salisbury, NC

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: 8/27/2018
SUBJECT: Coltrane Life Center - Adult Day Care/In-Home Aide

Please see the attached contract.

Please approve the attached contract between Coltrane Life Center and the Social Services Department for Adult Day Care and In-Home Aide services.

ATTACHMENTS:

Description	Upload Date	Type
Coltrane Life Center - Adult Day Care/In-Home Aide	8/27/2018	Cover Memo

ROWAN COUNTY CONTRACT CONTROL FORM

Date: 8/10/2018

SECTION I - DEPARTMENT COMPLETES

Department: Social Services Account #: 1155320-583010 Amount: -
 Account #: 1155315-584008 Amount: -
 Account #: 1155330-583015 Total: \$122,097.00 - not to exceed
 Vendor name: Coltrane Life Center Term Dates: 7/1/2018-6/30/2019
 Contract description: Adult Day Care, In-Home Aide
 POC name: Susan Caudle Phone: 704-788-1215
 POC email: scaudle@coltranelifecenter.org
 Vendor mail address: 321 Corban Ave., SE, Concord, NC 28025 Vendor #: 8086

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

Department Head Initials: SC Date: 8-10-18

SECTION II - CONTRACT ADMINISTRATOR REVIEW

☒ Section I properly completed Y Requires Board approval (Y/N) 9/4/18
☒ Budgeted funds are available

Contract Administrator Initials: DS Date: 8/17/18

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:



COLTLIF-01

BSAMONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2018

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 Hood Hargett & Associates, Inc. PO Box 30127 Charlotte, NC 28230	CONTACT NAME:	
	PHONE (A/C, No, Ext): (704) 374-1863	FAX (A/C, No): (704) 376-0184
INSURED Coltrane Life Center, Inc. 321 Corban Avenue, SE Concord, NC 28025	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: StarNet Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		
40045		

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 WVD	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	X	HHS8527331	07/01/2018	07/01/2019	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 \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	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					
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		HHS8527331	07/01/2018	07/01/2019	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"/> UMBRELLA LIAB					
	<input type="checkbox"/> EXCESS LIAB		HHS8527331	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	KEY0137265	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y				E.L. EACH ACCIDENT \$ 500,000
		N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<input checked="" type="checkbox"/> Prof. Liability		HHS8527331	07/01/2018	07/01/2019	\$1M / \$2M
A	<input checked="" type="checkbox"/> Abuse/Molestation		HHS8527331	07/01/2017	07/01/2018	\$1M/ \$2M

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

** Workers Comp Information ** Proprietors/Partners/Executive Officers/Members Excluded: all volunteer board members

** Workers Comp Information ** Proprietors/Partners/Executive Officers/Members Excluded: all volunteer board members Cabarrus County is added as additional insured with regard to the General Liability.

CERTIFICATE HOLDER

CANCELLATION

Information 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

Addendum to Contract

Compliance Agreement

The Rowan County Department of Social Services and every organization with whom it contracts must comply with Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the ground of race, color, or national origin. To assure compliance, the following activities are agreed upon:

DSS Director or designee will:

1. Provide to the contracted agency a copy of the DHHS Title VI Language Access Policy;
2. Provide a Client's Rights poster, in both English and Spanish, describing free interpreter services;
3. Provide a How to File a Complaint poster, in both English and Spanish, describing the process to follow to file a complaint;
4. Provide U.S. Department of Justice, Civil Rights Division Complaint Forms, in both English and Spanish;
5. Provide training and assistance to the Contracted Agency Director or designee.

The Contracted Agency Director or designee will:

1. Review and keep on file the DHHS Title VI Language Access Policy;
2. Place the Client's Rights posters in the reception area of the agency;
3. Place the How to File a Complaint posters in the reception area of the agency;
4. Provide to clients, upon their request and without delay, the U.S. Department of Justice, Civil Rights Division Complaint Forms;
5. Provide training and assistance for employees to assure that they understand and carry out expectations regarding compliance.

We will abide by the terms of this Compliance Agreement.

Director or Designee
Rowan County
Department of Social Services

Date

Dusan Caudle 16-29-18
Director or Designee Date
Contracted Agency: Coltrane LIFE center

Contract # K-80172 Fiscal Year Begins 7-01-2018 Ends

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Coltrane Life Center (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-1222998 and DUNS Number (required if funding from a federal funding source). 832632145

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)(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) Certification-Iran Divestment Act
- (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 7-01-2018 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 \$ 30,000. This amount consists of \$ in Federal funds (CFDA #93.667 – SSBG, there is no CFDA# for HCCBG), \$ 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:

<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 \$122,097.

6. Reversion of Funds:

Any unexpended grant funds shall revert to the County Department of Social 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	Daina Frederick Adult Services Supervisor	Name & Title	Bridgett Stubbs, SW II
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) 216-8357	Telephone	(704) 216-8412
Fax	(704) 216-7935	Fax	(704) 216-7935
Email	daina.frederick@rowancountync.gov	Email	bridgett.stubbs@rowancountync.gov

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Susan Caudle, Executive Director	Name & Title	Carrie Cameron, Contact Person
Company Name	Coltrane Life Center	Company Name	Coltrane Life Center
Mailing Address	321 Corban Ave., SE	Street Address	321 Corban Ave., SE
City State Zip	Concord, NC 28025	City State Zip	Concord, NC 28025
Telephone	(704) 788-1215		
Fax	(704) 788-1209		
Email	scaudle@coltranelifecenter.org	Email	ccameron@coltranelifecenter.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:

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

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
Contract # K-80172

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Coltrane Life Center.
2. *If different* from Contract Administrator Information in General Contract:
Address

Telephone Number: 704-788-1215 Fax Number: 704-788-1209 Email:
scaudle@coltranelifecenter.org

3. Name of Program (s): Adult Day Care
4. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit
5. Contractor's Financial Reporting Year 07-01-18 through 06-30-19

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

Adult Day Care — 030 Adult Day Social
155 Adult Day Health
250 Transportation
165 Transportation

Service Provision

Rowan County Department of Social Services will abide by the contracted rate for Adult Day Care. The Contractor will be expected to help each participant maintain individual dignity, self-identification and live as meaningful a life as possible. The program is designed to help participants maintain a responsible level of functioning through group interaction and planned activities in a small group environment, to make living and/or coping with older adults a more comfortable and less stressful experience for family members and friends.

The program shall be based on elements of the individual service plans. Activities are to be planned jointly by staff and participants, with all program activities properly supervised. The program includes the following three types of activities:

1. Cognitive
2. Physical
3. Psychosocial

The activities plan shall be in writing with the name and details of each activity to be provided, days of the week to be conducted and approximate length of time. The activities plan will be posted weekly or monthly in a prominent place in the facilities. Participants will have the choice of refusing to participate on any given activity.

Program Plan:

1. To be designed to improve self-care and personal hygiene for increased feelings of self-worth and dignity.
2. To improve social and interactional skills,
3. To encourage involvement in social and community activities.
4. To promote capacity for independence.

Each participant shall be served a nutritious mid-day meal with morning and afternoon snacks. Special diets prescribed by a physician will be provided.

The day care center will be open five days each week except for county designated holidays, and hazardous weather conditions. The Center will close on the first day the County schools are closed due to inclement weather. The center director will determine when it is safe to re-open the center. Holidays will be listed on the Activity Calendar. Only for emergency situations will participants request early arrival or late departure. The Contractor will contact the County Department for consultation prior to terminating any DSS participant from the Day Care Program. Staff work days are scheduled at various times during the year as noted on the calendars. Monthly calendars are provided to allow for scheduling of alternate care.

The County Department is responsible, in its selection of a Contractor, for assuring that the Contractor meets the standards and complies with regulations in this policy; that monitoring of this contract will be done during the contracting year; and that the County Department will retain the social work responsibility for client assessment and case management.

Accidents or sickness should be handled in a professional manner with the participant's best interest considered.

The County Department will help with appropriate referrals and help with the application process. This will involve interpretation of Adult Day Care services to prospective participants and assistance in arranging for the service, explaining to the individual and family so they will have a clear understanding of the nature of service and its purpose in relation to the applicant. The Contractor will accept or deny applicants for enrollment based upon written admissions criteria and current enrollment. The Department will also provide a summary of the person's need for service. The Department will notify the Contractor of individuals' eligibility with a DSS 5027 within 30 days for all individuals referred to DSS by the Contractor for an eligibility determination for Adult Day Care Funds.

When there are more than one Contractor to receive Adult Day Care Funds, referrals will be considered on a first come, first serve basis. The participant's choice of Adult Day Care Center will be considered and respected. Need for transportation to and from the center will be explored and arranged by the Contractor, if necessary. The Department will provide supportive services and consultation to the Contractor regarding participants certified by the Department for sponsorship. This service will be directed toward developing a service plan according to the day care program and the participants' needs.

The appropriateness and effectiveness of the service will be reviewed and adjusted at least annually.

The Contractor will send to the Department with each monthly statement, a list of all the Department's referrals and action taken regarding the referrals and applications for the previous month. This notice includes the number of scheduled days of attendance and any requested changes for additional or reduced participation for all the Department's participants. The Department will be notified by the Contractor of five (5) consecutive scheduled day absences by any Department-sponsored fulltime or part-time participant. The daily rate will be paid if ten (10) or less than ten (10) consecutive scheduled day absences have occurred. For participants who enter or leave the program during the month, payment will not be included for days not attended prior to admission or after discharge. After the tenth scheduled day of absences, the funding for that client will be discontinued until the client returns to the program.

Those days the Contractor is closed because of hazardous weather conditions will not be counted as absences for State Adult Day Care sponsored participants. The Contractor is responsible for the collection of all ADCF consumer contributions. The Department will determine the amount of the contribution to be collected from the client and this will be specified on form DSS-5027. No more than that amount will be collected by the Contractor.

The Department will remain available for consultation as necessary for complying with certification standards and regarding any problems that may develop concerning the participant's experience at the Day Care Center. Annual review of the operation and recommendations to the Division of Aging and Adult Services regarding recertification will be made by the Department of Social Services in the county the facility is located in.

Through this working agreement, it is intended that the County Department and the Contractor will interact cooperatively to assure maintenance of the highest standards.

Further Contractor responsibilities

- **Audit**

The Contractor shall be responsible for compliance with the audit requirements of Department of Health and Human Services federal regulation 45 CFR Part 74, Administration of Grants, or State Administrative Procedures Manual for Federal Block Grant Funds, whichever is applicable. These regulations stipulate that an annual audit be prepared for the fiscal year in which contract funds were received.

An annual audit is to be performed in accordance with OMB Circular A-110 by an "independent auditor". "Independent Auditor" means either: (a) a state government auditor from the Department of Human Resources or the Department of Administration, Office of the State Auditor; or (b) a certified

public accountant. Upon completion of the audit, a copy of the report must be forwarded to the County Department.

- Documentation
Required inspections, reports and records shall be current at all times by the Contractor to assure continued certifications.
- Adult Day Care Standards
The Contractor shall meet all state policies and standards including but not limited to facility, staffing, staff training, activities, medication administration, etc. The program shall be certified by the Division of Aging and Adult Services as meeting adult day care standards adopted by the Social Services Commission.
- Financial Employment Obligations
Adult Day Care staff are subject to the North Carolina Wage and Hour Act for minimum wage. The Contractor must assure that money is available to cover all wages and employer's share of all appropriate taxes, fringes, transportation and benefits for all worker hours specified in the total Adult Day Care program.

The Contractor also agrees to:

- a. Provide the service(s) stipulated in this agreement in accordance with applicable standards for the service (s).
- b. Furnish financial and program data as required to document the basis for the reimbursement rate and to document that applicable standards have been met.
- c. Keep confidential any information about a client that is shared only among Department and Contractor staff who need to know in order to coordinate, manage, or deliver services to the client.
- d. Comply with all State certification standards, all applicable accrediting standards and of any other standards or criteria established by the Division of Aging and Adult Services to assure quality of services.
- e. Comply with the terms of Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to Section 504 regulations, which prohibit discrimination against handicapped persons in employment and in the operation of programs and activities receiving State funds.
- f. Comply with the terms of Title VI of the Federal Civil Rights Act of 1964 and all requirements imposed by or pursuant to Title VI regulations, which prohibit discrimination on the grounds of race, color or national origin.
- g. Comply with all State certification standards, all applicable accrediting, all requirements imposed by or pursuant to the regulations issued pursuant to that Title.
- h. Maintain appropriate program records, client case files which document the provision of the agreed upon service(s); and maintain a valid authorization for services (DSS-5027) for each client determined to be eligible by the

County Department and authorized by the County Department for service(s) provided under this agreement.

- i. Provide information regarding absences as indicated in this Attachment on a timely basis.
- j. Comply with all HIPAA rules and regulations pertaining to DSS clients as set forth by the County Department.
- k. Accept fiscal responsibility for deviations from the terms of this agreement as a result of acts of the Contractor or any of its officers, employees, agents or representatives.
- l. Comply with all contract attachments (including, but not limited to the LEP policy) appropriate to the Contractor's funding sources.

- **Record Retention:**

The Contractor agrees to retain all books, records and other documents relevant to this agreement for seven years after final payment or until all audits continued beyond this period are completed. Federal auditors and any persons authorized by the Division of Aging and Adult Services or the County Department shall have the right to examine any of these materials. In the event the Contractor dissolves or otherwise goes out of existence, records produced under this agreement will be turned over to the County Department. In the event that the Department dissolves its contract with the Contractor, the Contractor agrees to grant access to the Department of the above records and documents relevant to the contract period for seven (7) years after final payment or until all audits continued beyond this period are completed. All HIPAA medical information is retained for seven (7) years.

- **Consumer Contributions:**

The service(s) under contract with the Contractor are services for which Consumer Contributions may be assessed. Policy regarding Consumer Contribution requirements and collection of contributions is contained in Family Services Manual, Volume VI, Chapter III. If a client is to make a contribution, the County Department will arrange with the client how that contribution will be collected. The Department of Social Services will collect all consumer contributions. These contributions will be deducted from the invoice received by the County Department.

II. County Department responsibilities

The Department agrees to:

- a. Determine eligibility of individuals for the service(s) in accordance with Federal and State regulations.
- b. Notify the Contractor on Form DSS-5027, concerning the eligibility of each individual for the services as authorized, and any changes in the individual's eligibility status.
- c. Pay the Contractor for services delivered to eligible individuals under the terms of this agreement in the rate specified in this contract.
- d. Keep the Contractor informed of all applicable Federal and State laws, regulations, policies and standards governing the service program to which the Contractor must adhere and of any alterations to these.
- e. Provide the Contractor information regarding the individual client's current Adult Day Care service needs as represented on their individual Service Plan, developed by the County Department Social Worker in cooperation with the client and with input from the Contractor, as appropriate.
- f. Provide the Contractor information on those clients participating in Consumer Contributions and the amount of those contributions.
- g. Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of the Department or any of its officers, employees, agents or representatives.

Each party hereto agrees to be responsible for its own liabilities, that of its officers, employees, agents or representatives arising out of this agreement.

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

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

A unit is defined as one day's service delivered during normal operating hours. Reimbursement will be made at a fixed unit cost rate of \$ 33.07 per unit of Adult Day Social Service per client authorized for services by DSS, with no maximum monthly rate per client reimbursement. Reimbursement will be made at a unit cost of \$ 40.00 per unit of Adult Day Health Care Service per client authorized for services by DSS, with no maximum monthly rate per client reimbursement. Reimbursement will be made at a unit cost of \$ 3.00 for transportation per two way trip both from the client's home to the day care center and return from the center to the client's home per Adult Day Care client authorized for services by DSS, with no maximum monthly rate per client reimbursement, for an estimated number of 1221 units. The total amount paid by the County to the Contractor under this contract shall not exceed \$122,097, and this total program available funding will be spread among all Contractor parties.

2. Negotiated County Rate.

D. Number of units to be provided: There is no established number to be provided but up to the maximum funding listed above. Reimbursement will be based on the actual number of units delivered whether over or under the estimated number. Payments will cease should the total program funding for the fiscal year be spent.

E. Details of Billing process and Time Frames:

1. Expenditures

Authorization for the provision and payment of Adult Day Care services are done through the use of the Form 5027, which serves to establish the eligibility of each client, the date that services begin and end, and the amount of any contributions, if applicable. This form must be maintained by the Department at all times. In addition to the above information, this form serves as an audit trail.

The Contractor will report expenditures monthly in accordance with policy set forth by the Controller's Office, Division of Social Services, issued via the Fiscal Manual. Expenditures are to be reported on the DSS Monthly Report of Service Delivery (Form DSS-1571, Part IV). Reports are to be submitted to the Department by the fifth working day of the month following the month in which services were delivered. Contractor must submit the report covering each of the months of May and June by the first working day of the following month in order for the Department to close its fiscal year. The Contractor will document total expenditures minus the imposed or collected contributions made by the Department's clients. The Department will reimburse the Contractor monthly, usually by check, upon receipt of a completed and correctly filed report.

Knowledge of and agreement for any change in service levels for any client must be granted by the Department prior to the change. The Contractor will document total expenditures minus the collection of contributions made under the terms of the contract to the department within thirty days after the termination of this contract or as instructed by the department. Reimbursement which exceeds allowable cost will be adjusted to allowable cost.

Reimbursement by check will be made by the fifteenth (15) working day of the month in which the report is received. The collection of any consumer contributions by the clients for this service will be made the responsibility of the Contractor.

2. Consumer Contributions

The County Department of Social Services will collect any contributions made by the clients.

3. Reporting for the Statewide Services Information System (SIS)

On the monthly report of Service Delivery (DSS Form 1571 Part IV), the units reported defined Column 12 of the 1571 Part IV are the units of service defined in this attachment. Service definition and reporting instructions are found in Family Services Manual, Vol. V, Chapter II.

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


(Signature of County Authorized Person)

8-10-18
(Date Submitted)


(Signature of Contractor)

6-29-18
(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. 321 Corban Ave., SE
Concord, NC 28025

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

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

Certification Regarding Nondiscrimination

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

Susan Caudle
Signature

Executive Director
Title

Coltrane LIFE Center
Agency/Organization

6-29-18
Date

(Certification signature should be same as Contract signature.)



Adult Day Care Services

**Conflict of Interest Policy
Coltrane LIFE Center, Inc.**

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 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 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:

Coltrane LIFE Center, Inc.
Name of Organization

Susan Caudle

Signature of Organization Official

7/6/18
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Cabarrus

I, Pamela H. Hayworth, Notary Public for said County and State, certify that

Susan Caudle personally appeared before me this day and

acknowledged that he/she is Executive Director of Coltrane LIFE Center, 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 31st day of May, 2018.

Sworn to and subscribed before me this 7 day of July, 2018.

(Official Seal)

Pamela H. Hayworth
Notary Public

My Commission expires march 22, 20 22



Attachment E - No Overdue Tax Debts

07/06/18

To: Rowan County Department of Human Services

Certification:

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

Sworn Statement:

Kenny Frye and Susan Caudle being duly sworn, say that we are the Board Chair and Executive Director, respectively, of Coltrane LIFE Center, Inc. of Concord 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.

Kenneth Ray Frye
Board Chair

Susan H. Caudle
Executive Director

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

Emel H. Haynes
(Notary Signature and Seal)

My Commission Expires: March 22, 2022

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

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.

Susan Caudle

Signature

Executive Director

Title

Coltrane LIFE Center

Agency/Organization

6-29-18

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;

- (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>Susan Caudle</u>	<u>Executive Director</u>
Signature	Title
<u>Coltrane LIFE Center</u>	<u>6-29-18</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.

Susan Caudle
Signature

Executive Director
Title

Coltrane LIFE Center
Agency/Organization

6-29-18
Date

(Certification signature should be same as Contract signature.)

Rowan County Department of Social Services
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July, 2018, by and between Rowan (County Department of Social Services) ("Covered Entity") and Coltrane Life Center (name of contractor) ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled #K-80172 (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.
- 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;

- 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: Susan Caudle - _____

Date: 6-29-18 - _____

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*).

Susan Caudle
Signature

Executive Director
Title

Coltrane LIFE Center
Agency/Organization

6-29-18
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]

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 L
Notice of Certain Reporting and Audit Requirements

Grantee shall comply with all rules and reporting requirements established by statute or administrative rules. All reports must be submitted to the addresses below.

The applicable prescribed requirements are found in North Carolina General Statute 143C-6-22 & 23 entitled "Use of State Funds by Non-State Entities" and Implementation of Required Rules, 09 NCAC 03M .0102 -0802, North Carolina Administrative Code, issued September 2005.

The Contractor's fiscal year runs from 10-1-2018 to 09-30-2019.

G.S. 143C-6-23 requires every nongovernmental entity that receives State or Federal pass-through grant funds directly from a State agency to file annual reports on how those grant funds were used. There are 3 reporting levels which are determined by the total direct grant receipts from all State agencies in your fiscal year:

- Level 1: Less than \$25,000
- Level 2: At least \$25,000 but less than \$500,000
- Level 3: \$500,000 or more

A grantee's reporting date is determined by its fiscal year end and the total funding received directly from all State agencies. For those grantees receiving less than \$500,000, the due date is 6 months from its fiscal year end. For those receiving \$500,000 or more, the due date is 9 months from its fiscal year end. In addition to the reports, grantees receiving \$500,000 or more must submit a yellow book audit in electronic or hard copy to the Office of the State Auditor and to all funding State agencies at the addresses below.

All annual grantee reports required by GS 143C-6-23 must be completed online at www.NCGrants.gov. The online reporting system will automatically place your organization on the Noncompliance list if your reports have not been completed in www.NCGrants.gov by your required due date.

To access the online grants reporting system go to www.NCGrants.gov and click on the LOGIN tab at the top of the page. You must have a NCID to access the online reporting system. To obtain a user manual or request assistance with the system please go to <https://www.ncgrants.gov/NCGrants/Help.jsp>. You can also email requests for assistance directly to NCGrants@osbm.nc.gov.

Once you have logged in you will see your "Grantee Summary / Data Entry Screen".

- Your summary screen will identify your correct level of reporting, i.e., Level 1, 2 or 3, based on the State grant funds paid to your organization during your fiscal year.
- The summary will show all the grants contained in the www.NCGrants.gov system that have been awarded to your organization. The program will automatically provide links to the reports that correspond to your reporting level, and only those reports, for each grant. Check to make sure that the grant(s) shown in the system correspond with what you show as having received from each agency for your fiscal year.
- If you have questions, need help in resolving any differences between your records and online reporting system or need corrections to be made to the data you enter, send an e-mail to NCGrants@osbm.nc.gov to request help.

All grantees must file their required reports online at www.NCGrants.gov without exception.

IMPORTANT NOTE FOR AUDITS

If you expend more than \$500,000 in Federal grant funds from all sources, then you must have an A-133 single audit performed. If you are at this level for federal reporting and you are required to file a yellow (REV. 7-18)

book audit with the State under G.S. 143C-6-23, then you may substitute the A-133 audit for the yellow book audit.

If you are required to have an A-133 audit performed and you receive any Federal grant funds passed through the North Carolina Department of Health and Human Services, you are required to file the A-133 audit with the North Carolina Department of Health and Human Service.

If you expend more than \$500,000 and you are required to file a yellow book audit with the State Auditor under G.S. 143C-6-23, then you are also required to file the yellow book audit with the North Carolina Department of Health and Human Service.

A planned enhancement to the system is the capability for the grantee to directly upload a pdf version of their audit directly into the online system where it will be accessible to both the funding agency/agencies and the Office of the State Auditor.

Please send the required audit to the following address:

Mail to: DHHS Office of the Controller
Attention: Audit Resolution
2019 Mail Service Center
Raleigh, NC 27699-2019

Or direct delivery to: 1050 Umstead Drive
Raleigh, NC 27606

Equipment Purchased with Contract Funds:

Title to equipment costing in excess of \$500.00 acquired by the Contractor with funds from this contract shall vest in the Contractor, subject to the following conditions.

- A. The Contractor shall use the equipment in the project or program for which it was acquired as long as needed. When equipment is no longer needed for the original project or program or if operations are discontinued, or at the termination of this contract the Contractor shall contact the Division for written instructions regarding disposition of equipment.
- B. With the prior written approval of the Division, the Contractor may use the equipment to be replaced as trade-in against replacement equipment or may sell said equipment and use the proceeds to offset the costs of replacement equipment.
- C. For equipment costing in excess of \$500.00, equipment controls and procedures shall include at a minimum the following:
 1. Detailed equipment records shall be maintained which accurately include the:
 - a. Description and location of the equipment, serial number, acquisition date/cost, useful life and depreciation rate;
 - b. Source/percentage of funding for purchase and restrictions as to use or disposition; and
 - c. Disposition data, which includes date of disposal and sales price or method used to determine fair market value.
 2. Equipment shall be assigned a control number in the accounting records and shall be tagged individually with a permanent identification number.
 3. Biennially, a physical inventory of equipment shall be taken and results compared to accounting and fixed asset records. Any discrepancy shall immediately be brought to the attention of management and the governing board.

4. A control system shall be in place to ensure adequate safeguards to prevent loss, damage, or theft of equipment and shall provide for full documentation and investigation of any loss or theft.
 5. Adequate maintenance procedures shall be implemented to ensure that equipment is maintained in good condition.
 6. Procedures shall be implemented which ensure that adequate insurance coverage is maintained on all equipment. A review of coverage amounts shall be conducted on a periodic basis, preferably at least annually.
- D. The Contractor shall ensure all subcontractors are notified of their responsibility to comply with the equipment conditions specified in this section.

Reporting Requirements of N. C. General Statute 143C-6.23

Use these charts to determine GS 143C-6.23 reporting requirements.

Total Funds from All State Agencies	Reports Due (Key all reports into online reporting system at www.NCGrants.gov , including online submission of the audit when the system has the capability). Until that point, audits should be mailed to both the Office of the State Auditor and the NC Department of Health and Human Services (DHHS).)	Reports Due Date
Level 1 \$1 - \$24,999	<ul style="list-style-type: none"> • Certification • State Grants Compliance Reporting Receipt of < \$25,000.* 	Within 6 months of entity's fiscal year end
Level 2 \$25,000 - \$499,999	<ul style="list-style-type: none"> • Certification • State Grants Compliance Reporting Receipt of >= \$25,000 • Schedule of Receipts and Expenditures* • Program Activities and Accomplishments 	Within 6 months of entity's fiscal year end
Level 3 \$500,000 or more	<ul style="list-style-type: none"> • Certification • State Grants Compliance Reporting Receipt of >= \$25,000 • Audit [A-133 Single Audit if >= \$500,000 in federal funds or Yellow Book Audit] • Schedule of Federal and State Awards (May be included in the audit) • Program Activities and Accomplishments 	Within 9 months of entity's fiscal year end

Use this chart to determine where to send copies of GS 143C-6.23 reports.

Grantees receiving \$500,000 or more must send one copy of each audit report to DHHS.	<p>Mail to: DHHS Office of the Controller Attention: Audit Resolution 2019 Mail Service Center Raleigh, NC 27699-2019</p> <p>Or direct delivery to: 1050 Umstead Drive Raleigh, NC 27606</p>
<p>Grantees receiving \$500,000 or more must send one copy of each audit report to the State Auditor.</p> <p>In addition, grantees must submit copies of their audits to www.NCGrants.gov for compliance purposes.</p>	<p>Mail to: Office of the State Auditor 20601 Mail Service Center Raleigh, NC 27699-0601</p> <p>Or direct delivery to: 2 South Salisbury Street Raleigh, NC 27603</p>

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
- 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
- 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
- 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
- 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

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>Coltrane LIFE center, Inc.</u>	
Contractor's Name	
<u>Susan Caudle</u>	<u>6-29-18</u>
Signature of Contractor's Authorized Agent	Date
<u>Susan Caudle</u>	<u>Executive Director</u>
Printed Name of Contractor's Authorized Agent	Title
<u>Pam Hayworth</u>	<u>Administrative Asst.</u>
Signature of Witness	Title
<u>Pam Hayworth.</u>	<u>6-29-18</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>Susan Caudle</u>	<u>6-29-18</u>
Signature	Date
<u>Susan Caudle</u>	<u>Executive Director</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 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.

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: 8/27/2018
SUBJECT: Children's Home Society of NC - Foster Care

Please see the attached contract.

Please approve the attached contract between Children's Home Society of NC and the Social Services Department for Foster Care.

ATTACHMENTS:

Description	Upload Date	Type
Children's Home Society of NC - Foster Care	8/27/2018	Cover Memo

Date: 8/10/2018

Department: <u>Social Services</u>	Account #: <u>1155420-593005</u>	Amount: <u>-</u>
	Account #: <u>1155425-593008</u>	Amount: <u>-</u>
		Total: <u>\$50,000.00 - not to exceed</u>
Vendor name: <u>Children's Home Society of NC, Inc.</u>	Term Dates: <u>7/1/2018-6/30/2019</u>	
Contract description: <u>Therapeutic Foster Care</u>		
POC name: <u>Ptricia Jarvis</u>	Phone: <u>336-274-1538, ext 201</u>	
POC email: <u>N/A</u>		
Vendor mail address: <u>PO Box 14608, Greensboro, NC 27415</u>	Vendor #:	<u>10462</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: <u>27</u>		Date: <u>8-10-18</u>

☒ Section I properly completed N Requires Board approval (Y/N)
☒ Budgeted funds are available
 Contract Administrator Initials: DS Date: 8/17/18

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

IT Director Initials: NA Date: _____

<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: <input type="text"/>		Date: <input type="text"/>

_____	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 Children's Home Society of North Carolina 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)(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 \$ 50,000 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:

☐ 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 \$ 50,000.

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	Patricia C Jarvis	Name & Title	Patricia C. Jarvis
Company Name	Children's Home Society of North Carolina Inc.	Company Name	Children's Home Society of North Carolina Inc.
Mailing Address	PO Box 14608	Street Address	604 Meadow Street
City State Zip	Greensboro NC 27415	City State Zip	Greensboro NC 27405
Telephone	336.274.1538 xt 201		
Fax	336.274.0276		
Email			

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

12. Outsourcing to Other Countries:

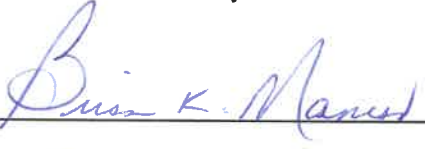
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. Federal Certifications:


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

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

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

 _____ Signature	8/3/18 _____ Date
Brian K. Maness _____ Printed Name	President/CEO _____ Title

COUNTY

 _____ Signature	8-10-18 _____ Date
(must be legally authorized to sign contracts for County DSS)	
Donna F Fayko _____ 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/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

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 56-0529946****A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Children's Home Society of North Carolina Inc.
2. *If different* from Contract Administrator Information in General Contract:
Address Telephone Number: Fax Number: Email:
3. Name of Program (s): Foster Care/Therapeutic Foster Care/Residential Care/Child Placing Agency
4. Status: ☐ Public ☒ Private, Not for Profit ☒ Private, 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/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 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 3rd working day of the month and payment is issued no later than the 25th day of each month.

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

G. 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:

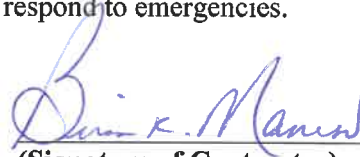
1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
2. Conduct in-person visits with each child at least once a month in the placement provider's home.
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)

8-10-18
(Date Submitted)


(Signature of Contractor)

8/2/18
(Date Submitted)

Contractor: Children's Home Society of North Carolina 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:

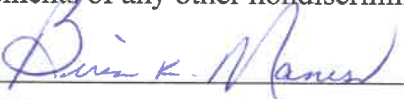
- See list of locations following this page.*
1. (Street address)
(City, county, state, zip code)
 2. (Street address)
(City, county, state, zip code)

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	<i>President / CEO</i> _____ Title
---	--

<i>Children's Home Society</i> _____ Agency/Organization	<i>8/2/18</i> _____ Date
--	--------------------------------

of NC, Inc.
(Certification signature should be same as Contract signature.)

Children's Home Society of North Carolina, Inc.

Office Locations

Asheville

19 Zillicoa Street
Asheville, NC 28801

Burlington

124 West Front Street - Burlington, NC - 27215
336-222-8783
1-800-632-1400

Charlotte

2200 East Seventh Street - Charlotte, NC - 28204
704-334-9955

Fayetteville

351 Wagoner Drive - Suite 309 - Fayetteville, NC - 28303
910-860-5534

Greensboro Triad Division Program Office

1002 Yanceyville Street - Greensboro, NC - 27405
336-274-1538

Greensboro Administrative Office

604 Meadow Street, Greensboro, NC - 27405
336-274-1538

Greensboro Family Life Education Office

1416 Yanceyville St. - Suite A
Greensboro, NC - 27405
336-333-6890

Greenville

920-B Woodridge Park Road
Greenville, NC - 27834
252-752-1166

Morganton

1601 South Sterling Street
Morganton, NC - 28655
828-433-7498

Raleigh Triangle Division Office

131 Wind Chime Court - Raleigh, NC - 27615
919-676-4784 ext. 476

Wilmington

Executive Office Park - 3205 E. Randall Pkwy, Suite 122, Wilmington, NC - 28403
910-794-3545

Winston-Salem

100 Northgate Park Drive, Winston Salem, NC 27106
336-896-0022

PO BOX 14608, GREENSBORO, NC 27415-4608
604 MEADOW STREET, GREENSBORO, NC 27405
336.274.1538 • FAX: 336.274.7347
1.800.632.1400 • WWW.CHSNC.ORG



Children's Home Society
OF NORTH CAROLINA

CONFLICT OF INTEREST POLICY

The attached policy was reviewed and approved by the CHS Board of Trustees October 25, 2017 and was ratified by the Board of Trustees at the meeting held on January 24, 2018.

Approved by:

Children's Home Society of North Carolina, Inc.


Signature of Organization Official

8/2/2018
Date

Brian K. Maness, President/CEO
Children's Home Society of North Carolina, Inc.

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

Randolph County

I, Patricia C. Jarvis, Notary Public for said County and State, certify that

Brian Maness, personally appeared before me this day and acknowledged

that he is the CEO/President of Children's Home Society of North Carolina, Inc.

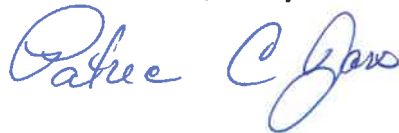
and by that authority duly given and as the act of the Organization, affirmed that the foregoing

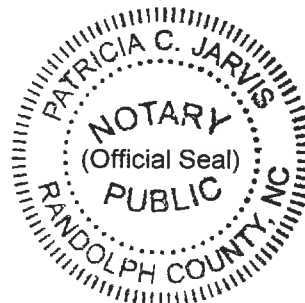
Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body

in a meeting held on the 24th day of January 2018.

Sworn to and subscribed before me this 2nd day of August 2018

Patricia C. Jarvis, Notary Public





My Commission expires October 21, 2022.

State Grant Certification – No Overdue Tax Debts

8/2/2018

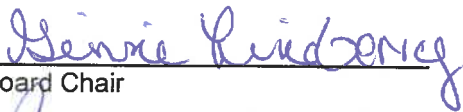
To: County Department of Social Services


Certification:

We certify that the Children's Home Society of North Carolina, 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.

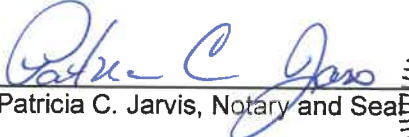
Sworn Statement:

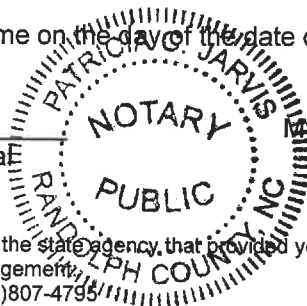
Ginni Lineberry and Brian K. Maness being duly sworn, say that we are the Board Chair and President/CEO respectively, of Children's Home Society of North Carolina, Inc. of Greensboro in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.


Board Chair


President/CEO

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


Patricia C. Jarvis, Notary and Seal



My Commission Expires: 10/21/2022

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management, NCGrants@osbm.nc.gov - (919)807-4795

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

Contractor: Children's Home Society of North Carolina Inc.

ATTACHMENT F

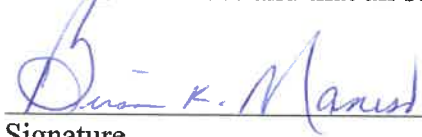
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

President / CEO
Title

Children's Home Society
Agency/Organization

8/2/18
Date

of NC, Inc.

(Certification signature should be same as Contract signature.)

Contractor: Children's Home Society of North Carolina 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><i>David K. Manus</i></u>	<u><i>President / CEO</i></u>
Signature	Title
<u><i>Children's Home Society</i></u>	<u><i>8/2/18</i></u>
Agency/Organization	Date
<u><i>of NC, Inc.</i></u>	

(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.

Brian K. Mansel
Signature

President/CEO
Title

Children's Home Society
Agency/Organization
of NC, Inc.

8/2/18
Date

(Certification signature should be same as Contract signature.)

Contractor: Children's Home Society of North Carolina 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

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

CHILDRENS HOME SOCIETY OF NORTH
CAROLINA INC
PO BOX 14608
GREENSBORO NC 27415

024306

Employer Identification Number: 56-0529946
Person to Contact: Jeff Seibert
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Jan. 13, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in November 1951.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/efo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

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
- 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
- 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
- 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
- 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

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.

Children's Home Society of North Carolina, Inc.
Contractor's Name

Signature of Contractor's Authorized Agent

Date

Printed Name of Contractor's Authorized Agent

Title

Signature of Witness

Title

Printed Name of Witness

Date

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

CONTRACTOR: Children's Home Society of North Carolina

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: _____

Signature

Date

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 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)

4/6/2018

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 Craft Insurance Center 823 North Elm Street PO Box 14946 Greensboro NC 27415	CONTACT NAME: Meredith Tysor, AAI, CISR PHONE (A/C, No, Ext): (336) 375-0600 FAX (A/C, No): (336) 375-7004 E-MAIL ADDRESS: mtysor@craftinsurance.com																					
INSURED Children's Home Society of NC, Inc. & Children's Home Society of NC, Inc.; dba Youth Homes & Family Life Council & Lifegains PO Box 14608 Greensboro NC 27415	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Capitol Specialty Insurance</td><td>10328</td></tr><tr><td>INSURER B:</td><td>Bridgefield Casualty Ins. Co.</td><td>10335</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></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Capitol Specialty Insurance	10328	INSURER B:	Bridgefield Casualty Ins. Co.	10335	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES		CERTIFICATE NUMBER: CL184619755		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"/> COMMERCIAL GENERAL LIABILITY		HS0278371102	4/5/2018	4/5/2019	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 10,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 3,000,000
	OTHER:					Professional Liability \$ 1,000,000
	AUTOMOBILE LIABILITY		HS0278371102	4/5/2018	4/5/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		HS2017211802	4/15/2018	4/15/2019	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		19631072	4/5/2018	4/5/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability (Claims Made)		HS0278371102	4/5/2018	4/5/2019	Each Claim 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)

Abuse & Molestation - Policy #HS0278371102 - Effective 04/05/2018 to 04/05/2019 - Claims Made \$1,000,000

Each Incident Limit - \$2,000,000 Aggregate Limit.

Retro Date for all Claims made coverage is 12/05/1986.

CERTIFICATE HOLDER

micah.ennis@rowancountync.

Rowan County DSS
Attn: Micah Melton Ennis, Program Mgr.
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

M Tysor, AAI, CISR/MP

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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: 8/27/2018
SUBJECT: Abundant Living Adult Day Services - Adult Day Care

Please see the attached contract.

Please approve the attached contract between Abundant Living Adult Day Services and the Social Services Department for Adult Day Care services.

ATTACHMENTS:

Description	Upload Date	Type
Abundant Living Adult Day Care Services - Adult Day Care	8/27/2018	Cover Memo

ROWAN COUNTY CONTRACT CONTROL FORM

Date: 7/25/2018

SECTION I - DEPARTMENT COMPLETES

Department: <u>Social Services</u>	Account #: <u>1155320-583010</u>	Amount: <u>-</u>
	Account #: <u>1155315-584008</u>	Amount: <u>-</u>
		Total: <u>\$122,097.00</u>
Vendor name: <u>Abundant Living Adult Day Services dbaTrinity Living Center</u>		Term Dates: <u>7/1/2018-6/30/2019</u>
Contract description: <u>Adult Day Care</u>		
POC name: <u>Ted Goins</u>	Phone: <u>704-637-2870</u>	
POC email: <u>N/A</u>		
Vendor mail address: <u>PO Box 947, Salisbury, NC 28145</u>		Vendor #: <u>25</u>
<input checked="" 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: <u></u>		

Department Head Initials: 24 Date: 7-26-18

SECTION II - CONTRACT ADMINISTRATOR REVIEW

<input checked="" type="checkbox"/> Section I properly completed	<u>Y</u> Requires Board approval (Y/N)	<u>9/4/18</u>
<input checked="" type="checkbox"/> Budgeted funds are available		
Contract Administrator Initials: <u>25</u>		Date: <u>8/17/18</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: 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: <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.		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date: <u></u>
<input type="checkbox"/> Document fully executed, scanned and posted on the County website	Date: <u></u>	
Contract Administrator Initials: <u></u>	Date: <u></u>	

Contract # K-80150 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 Trinity Living Center (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)(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) Certification-Iran Divestment Act
- (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 \$ 90,000. This amount consists of \$ in Federal funds (CFDA #93.667 – SSBG, there is no CFDA# for HCCBG), \$ 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 \$122,097

6. Reversion of Funds:

Any unexpended grant funds shall revert to the County Department of Social 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	Daina Frederick Adult Services Supervisor	Name & Title	Bridgett Stubbs, SWII
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) 216-8357	Telephone	(704) 216-8412
Fax	(704) 216-7935	Fax	(704) 216-7935
Email	daina.frederick@rowancountync.gov	Email	Bridgett.stubbs@rowancountync.gov

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Ted Goins, Contract Administrator	Name & Title	Christina Joyce, Contact Person
Company Name	Trinity Living Center, Inc.	Company Name	Trinity Living Center, Inc.
Mailing Address	PO Box 947	Street Address	1416-A South Martin Luther King, Jr. Avenue
City State Zip	Salisbury, NC 28145	City State Zip	Salisbury, NC 28144
Telephone	(704) 637-2870	Telephone	(704) 637-3940

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:

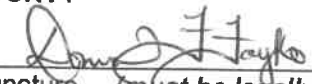
(can be deleted if not needed)

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	6/19/18 _____ Date
Ted W. Goins, Jr. _____ Printed Name	President _____ Title

COUNTY

 _____ Signature	7-26-18 _____ Date
Donna F Fayko _____ 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

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
Contract # K-80150

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Trinity Living Center, Inc.
2. *If different* from Contract Administrator Information in General Contract:
Address

Telephone Number: 704-637-2870 Fax Number: 704-637-6929 Email:

3. Name of Program (s): Adult Day Care
4. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit
5. Contractor's Financial Reporting Year 10-01-18 through 09-30-19

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

Adult Day Care — 030 Adult Day Social
 155 Adult Day Health
 250 Transportation
 165 Transportation

Service Provision

Rowan County Department of Social Services will abide by the contracted rate for Adult Day Care. The Contractor will be expected to help each participant maintain individual dignity, self-identification and live as meaningful a life as possible. The program is designed to help participants maintain a responsible level of functioning through group interaction and planned activities in a small group environment, to make living and/or coping with older adults a more comfortable and less stressful experience for family members and friends.

The program shall be based on elements of the individual service plans. Activities are to be planned jointly by staff and participants, with all program activities properly supervised. The program includes the following three types of activities:

1. Cognitive
2. Physical
3. Psychosocial

The activities plan shall be in writing with the name and details of each activity to be provided, days of the week to be conducted and approximate length of time. The activities plan will be posted weekly or monthly in a prominent place in the facilities. Participants will have the choice of refusing to participate on any given activity.

Program Plan:

1. To be designed to improve self-care and personal hygiene for increased feelings of self-worth and dignity.

2. To improve social and interactional skills,
3. To encourage involvement in social and community activities.
4. To promote capacity for independence.

Each participant shall be served a nutritious mid-day meal with morning and afternoon snacks. Special diets prescribed by a physician will be provided.

The day care center will be open five days each week except for county designated holidays, and hazardous weather conditions. The Center will close on the first day the County schools are closed due to inclement weather. The center director will determine when it is safe to re-open the center. Holidays will be listed on the Activity Calendar. Only for emergency situations will participants request early arrival or late departure. The Contractor will contact the County Department for consultation prior to terminating any DSS participant from the Day Care Program. Staff work days are scheduled at various times during the year as noted on the calendars. Monthly calendars are provided to allow for scheduling of alternate care.

The County Department is responsible, in its selection of a Contractor, for assuring that the Contractor meets the standards and complies with regulations in this policy; that monitoring of this contract will be done during the contracting year; and that the County Department will retain the social work responsibility for client assessment and case management.

Accidents or sickness should be handled in a professional manner with the participant's best interest considered.

The County Department will help with appropriate referrals and help with the application process. This will involve interpretation of Adult Day Care services to prospective participants and assistance in arranging for the service, explaining to the individual and family so they will have a clear understanding of the nature of service and its purpose in relation to the applicant. The Contractor will accept or deny applicants for enrollment based upon written admissions criteria and current enrollment. The Department will also provide a summary of the person's need for service. The Department will notify the Contractor of individuals' eligibility with a DSS 5027 within 30 days for all individuals referred to DSS by the Contractor for an eligibility determination for Adult Day Care Funds.

When there are more than one Contractor to receive Adult Day Care Funds, referrals will be considered on a first come, first serve basis. The participant's choice of Adult Day Care Center will be considered and respected. Need for transportation to and from the center will be explored and arranged by the Contractor, if necessary. The Department will provide supportive services and consultation to the Contractor regarding participants certified by the Department for sponsorship. This service will be directed toward developing a service plan according to the day care program and the participants' needs. The appropriateness and effectiveness of the service will be reviewed and adjusted at least annually.

The Contractor will send to the Department with each monthly statement, a list of all the Department's referrals and action taken regarding the referrals and applications for the previous month. This notice includes the number of scheduled days of attendance and any requested changes for additional or reduced participation for all the Department's participants. The Department will be notified by the Contractor of five (5) consecutive scheduled day absences by any Department-sponsored fulltime or part-time participant. The daily rate will be paid if ten (10) or less than ten (10) consecutive scheduled day absences have occurred. For participants who enter or leave the program during the month, payment will not be included for days not attended prior to admission or after discharge. After the tenth scheduled day of absences, the funding for that client will be discontinued until the client returns to the program.

Those days the Contractor is closed because of hazardous weather conditions will not be counted as absences for State Adult Day Care sponsored participants. The Contractor is responsible for the collection of all ADCF consumer contributions. The Department will determine the amount of the contribution to be collected from the client and this will be specified on form DSS-5027. No more than that amount will be collected by the Contractor.

The Department will remain available for consultation as necessary for complying with certification standards and regarding any problems that may develop concerning the participant's experience at the Day Care Center. Annual review of the operation and recommendations to the Division of Aging and Adult Services regarding recertification will be made by the Department of Social Services in the county the facility is located in.

Through this working agreement, it is intended that the County Department and the Contractor will interact cooperatively to assure maintenance of the highest standards.

Further Contractor responsibilities

- **Audit**

The Contractor shall be responsible for compliance with the audit requirements of Department of Health and Human Services federal regulation 45 CFR Part 74, Administration of Grants, or State Administrative Procedures Manual for Federal Block Grant Funds, whichever is applicable. These regulations stipulate that an annual audit be prepared for the fiscal year in which contract funds were received.

An annual audit is to be performed in accordance with OMB Circular A-110 by an "independent auditor". "Independent Auditor" means either: (a) a state government auditor from the Department of Human Resources or the Department of Administration, Office of the State Auditor; or (b) a certified public accountant. Upon completion of the audit, a copy of the report must be forwarded to the County Department.

- Documentation
Required inspections, reports and records shall be current at all times by the Contractor to assure continued certifications.
- Adult Day Care Standards
The Contractor shall meet all state policies and standards including but not limited to facility, staffing, staff training, activities, medication administration, etc. The program shall be certified by the Division of Aging and Adult Services as meeting adult day care standards adopted by the Social Services Commission.
- Financial Employment Obligations
Adult Day Care staff are subject to the North Carolina Wage and Hour Act for minimum wage. The Contractor must assure that money is available to cover all wages and employer's share of all appropriate taxes, fringes, transportation and benefits for all worker hours specified in the total Adult Day Care program.

The Contractor also agrees to:

- a. Provide the service(s) stipulated in this agreement in accordance with applicable standards for the service (s).
- b. Furnish financial and program data as required to document the basis for the reimbursement rate and to document that applicable standards have been met.
- c. Keep confidential any information about a client that is shared only among Department and Contractor staff who need to know in order to coordinate, manage, or deliver services to the client.
- d. Comply with all State certification standards, all applicable accrediting standards and of any other standards or criteria established by the Division of Aging and Adult Services to assure quality of services.
- e. Comply with the terms of Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to Section 504 regulations, which prohibit discrimination against handicapped persons in employment and in the operation of programs and activities receiving State funds.
- f. Comply with the terms of Title VI of the Federal Civil Rights Act of 1964 and all requirements imposed by or pursuant to Title VI regulations, which prohibit discrimination on the grounds of race, color or national origin.
- g. Comply with all State certification standards, all applicable accrediting, all requirements imposed by or pursuant to the regulations issued pursuant to that Title.
- h. Maintain appropriate program records, client case files which document the provision of the agreed upon service(s); and maintain a valid authorization for services (DSS-5027) for each client determined to be eligible by the County Department and authorized by the County Department for service(s) provided under this agreement.

- i. Provide information regarding absences as indicated in this Attachment on a timely basis.
- j. Comply with all HIPAA rules and regulations pertaining to DSS clients as set forth by the County Department.
- k. Accept fiscal responsibility for deviations from the terms of this agreement as a result of acts of the Contractor or any of its officers, employees, agents or representatives.
- l. Comply with all contract attachments (including, but not limited to the LEP policy) appropriate to the Contractor's funding sources.

- **Record Retention:**

The Contractor agrees to retain all books, records and other documents relevant to this agreement for seven years after final payment or until all audits continued beyond this period are completed. Federal auditors and any persons authorized by the Division of Aging and Adult Services or the County Department shall have the right to examine any of these materials. In the event the Contractor dissolves or otherwise goes out of existence, records produced under this agreement will be turned over to the County Department. In the event that the Department dissolves its contract with the Contractor, the Contractor agrees to grant access to the Department of the above records and documents relevant to the contract period for seven (7) years after final payment or until all audits continued beyond this period are completed. All HIPAA medical information is retained for seven (7) years.

- **Consumer Contributions:**

The service(s) under contract with the Contractor are services for which Consumer Contributions may be assessed. Policy regarding Consumer Contribution requirements and collection of contributions is contained in Family Services Manual, Volume VI, Chapter III. If a client is to make a contribution, the County Department will arrange with the client how that contribution will be collected. The Department of Social Services will collect all consumer contributions. These contributions will be deducted from the invoice received by the County Department.

II. County Department Responsibilities

The Department agrees to:

- a. Determine eligibility of individuals for the service(s) in accordance with Federal and State regulations.
- b. Notify the Contractor on Form DSS-5027, concerning the eligibility of each individual for the services as authorized, and any changes in the individual's eligibility status.
- c. Pay the Contractor for services delivered to eligible individuals under the terms of this agreement in the rate specified in this contract.
- d. Keep the Contractor informed of all applicable Federal and State laws, regulations, policies and standards governing the service program to which the Contractor must adhere and of any alterations to these.
- e. Provide the Contractor information regarding the individual client's current Adult Day Care service needs as represented on their individual Service Plan, developed by the County Department Social Worker in cooperation with the client and with input from the Contractor, as appropriate.
- f. Provide the Contractor information on those clients participating in Consumer Contributions and the amount of those contributions.
- g. Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of the Department or any of its officers, employees, agents or representatives.

Each party hereto agrees to be responsible for its own liabilities, that of its officers, employees, agents or representatives arising out of this agreement.

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

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

A unit is defined as one day's service delivered during normal operating hours. Reimbursement will be made at a fixed unit cost rate of \$ 33.07 per unit of Adult Day Social Service per client authorized for services by DSS, with no maximum monthly rate per client reimbursement. Reimbursement will be made at a unit cost of \$ 40.00 per unit of Adult Day Health Care Service per client authorized for services by DSS, with no maximum monthly rate per client reimbursement. Reimbursement will be made at a unit cost of \$ 1.50 for transportation per one way trip both from the client's home to the day care center and return from the center to the client's home per Adult Day Care client authorized for services by DSS, with no maximum monthly rate per client reimbursement. The total amount paid by the County to the Contractor under this contract shall not exceed \$122,097, and this total program available funding will be spread among all Contractor parties.

2. Negotiated County Rate.

D. Number of units to be provided: There is no established number to be provided but up to the maximum funding listed above. Reimbursement will be based on the actual number of units delivered whether over or under the estimated number. Payments will cease should the total program funding for the fiscal year be spent.

E. Details of Billing process and Time Frames:

1. Expenditures

Authorization for the provision and payment of Adult Day Care services are done through the use of the Form 5027, which serves to establish the eligibility of each client, the date that services begin and end, and the amount of any contributions, if applicable. This form must be maintained by the Department at all times. In addition to the above information, this form serves as an audit trail.

The Contractor will report expenditures monthly in accordance with policy set forth by the Controller's Office, Division of Social Services, issued via the Fiscal Manual. Expenditures are to be reported on the DSS Monthly Report of Service Delivery (Form DSS-1571, Part IV). Reports are to be submitted to the Department by the fifth working day of the month following the month in which services were delivered. Contractor must submit the report covering each of the months of May and June by the first working day of the following month in order for the Department to close its fiscal year. The Contractor will document total expenditures minus the imposed or collected contributions made by the Department's clients. The Department will reimburse the Contractor monthly, usually by check, upon receipt of a completed and correctly filed report.

Knowledge of and agreement for any change in service levels for any client must be granted by the Department prior to the change. The Contractor will document total expenditures minus the collection of contributions made under the terms of the contract to the department within thirty days after the termination of this contract or as instructed by the department. Reimbursement which exceeds allowable cost will be adjusted to allowable cost.

Reimbursement by check will be made by the fifteenth (15) working day of the month in which the report is received. The collection of any consumer contributions by the clients for this service will be made the responsibility of the Contractor.

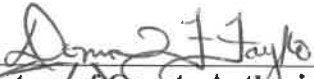
2. Consumer Contributions

The County Department of Social Services will collect any contributions made by the clients.

3. Reporting for the Statewide Services Information System (SIS)

On the monthly report of Service Delivery (DSS Form 1571 Part IV), the units reported defined Column 12 of the 1571 Part IV are the units of service defined in this attachment. Service definition and reporting instructions are found in Family Services Manual, Vol. V, Chapter II.

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



(Signature of County Authorized Person)

7-26-18

(Date Submitted)



(Signature of Contractor)

6/19/18

(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. 1416-A South Martin Luther King, Jr. Avenue
Salisbury, NC 28144

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
Abundant Living Adult Day Svc
dba Trinity Living Center
Agency/Organization

President
Title
6/19/18
Date

(Certification signature should be same as Contract signature.)



Attachment D

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Rowan

I, Karen Maddry, Notary Public for said County and State, certify that Ted W. Goins, Jr. personally appeared before me this day and acknowledged that he/she is President of Abundant Living Adult Day Services, Inc. dba Trinity Living Center 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 2nd day of August, 2007.

Sworn and subscribed to me this 22nd day of JUNE, 2018.

(Official Seal)

Karen K Maddry
Notary Public

My Commission expires 12/30, 2022

Instructions for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Abundant Living Adult Day Services, Inc. dba Trinity Living Center
Name of Organization


Signature of Organization Official

Ted W. Goins, Jr.
Printed Name of Organization Official

1416-A S. Martin Luther King, Jr. Ave. • PO Box 947 • Salisbury, NC 28145 • (704) 637-3940

Policy Statement:

LSC believes the most priceless asset of an employee or the institution is its integrity. Its traditions of honesty and highly ethical conduct are a source of pride and trust. At every level of organization, all applicable laws and regulations are to be obeyed. LSC will not tolerate efforts to achieve business objectives at the cost of violations of law and/or unscrupulous dealings.

An employee may accept gainful outside employment to be performed in regular off-duty hours, but only when such employment involves no direct or indirect conflict of interest. In addition, the employee may not be called from his job during regular working hours in order to perform any outside work.

No employee may accept gainful outside employment which would in any way compromise the position of the individual or LSC with firms or individuals doing business with or desiring to do business with LSC.

LSC child and family services employees are required to submit a request for secondary employment in writing to the immediate supervisor, who approves or denies the request. LSC child and family services employees shall not be employed with any agency that is a competitor of LSC. Employees are prohibited from engaging in any activity that conflicts with the interest of the agency, its services or its clients.

A conflict of interest is deemed to occur when one of the situations below is in existence:

1. An employee, or a member of his/her family, has a financial interest in another company or organization and at the same time has any job-related dealings with or the power to influence decisions regarding that outside interest; or
2. The performance or competence of an employee in his/her job is adversely affected by external involvements.

Secondary employment that creates a conflict of interest, employment with a competitive agency, and/or negative job performance resulting from secondary employment will be handled through the disciplinary action system; up to and including termination.

No official or employee of LSC is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in the negotiating, making, accepting, or approving any contract or subcontract in connection with a project, such contract or subcontract. No engineer, attorney, inspector or other person performing service for LSC in connection with a project shall have directly or indirectly, a financial or other personal interest, other than his employment or retention in any contract or subcontract in connection with any project.

It shall be against the policy of LSC for any employee or the employee's immediate family to directly or indirectly, corruptly ask, demand, exact, solicit, accept, receive, or agree to receive anything of value for himself or any other person or entity. This includes in return for:

- A. Being influenced in the performance of his job;
- B. Being influenced to commit or aid in committing, or to collude in, or allow, any fraud, or to make opportunity for the commission of any fraud on LSC;
or
- C. Being induced to do or admit to do any act in violation of his official duties.

Child & Family Services:

The following guidelines cover some of the more important areas of ethical conduct related to conflict of interest or apparent conflict of interest:

- When private practice has been approved by the President/CEO as secondary employment, the names of employees engaged in private practice may be included on a list of referrals provided to clients or others. No referrals will be made exclusively to employees engaged in private practice or consultation. Similarly, an employee shall not make a referral to himself or herself.
- When a former employee engages in private practice or business, the name of the former employee may be included on a list of referrals provided to clients or others. No referrals
- will be made exclusively to former employees engaged in a private practice or other business enterprise.
- Employees and consultants shall hold no direct or indirect financial interests in the assets, leases, business transactions, or professional services of this agency.
- Employees shall neither release confidential information without the appropriate authorization, nor use confidential information regarding clients or other employees for their personal gain or benefit.



Attachment E – No Overdue Tax Debts

To: Rowan County Department of Social Services
Date: June 19, 2018

Certification:

We certify that Abundant Living Adult Day Services, Inc. dba Trinity Living 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 and punishable as provided by N.C.G.S. 143C-10-1b.

Sworn Statement:

Eric Hoyle, Board Chair, and Ted Goins, President of Abundant Living Adult Day Services (ALADS), Inc. dba Trinity Living Center, being duly sworn, say that we are the Board Chair and the President of ALADS, respectively, 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.



Board Chair



President, Abundant Living Adult Day Services, Inc. dba Trinity Living Center

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



Notary Signature and Seal

My Commission Expires: 12/30/22

G.S. 105-243.1 defines: Overdue tax deb. – 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.

Rev. 6-19-2018

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www.TrinityLivingCenter.net



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

Abundant Living Adult Day Svcs.

dba Trinity Living Center

Agency/Organization

President
Title

6/19/18

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;

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

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


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

Paragraph C.

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

Paragraph D.

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

 _____ Signature	<u>President</u> _____ Title
Abundant Living Adult Day Sves. dba Trinity Living Center _____ Agency/Organization	<u>6/19/18</u> _____ 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
Abundant Living Adult Day Svcs
dba Trinity Living Center
Agency/Organization

President
Title
6/19/18
Date

(Certification signature should be same as Contract signature.)

Rowan County Department of Social Services
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July, 2018, by and between Rowan (County Department of Social Services) ("Covered Entity") and Trinity Living Center, Inc. (name of contractor) ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled #_K-80150 (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.
- 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;

- 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: _____

6/19/18


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
Abundant Living Adult Day Svc.
dba Trinity Living Center
Agency/Organization

President
Title
6/19/18
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]

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 L
Notice of Certain Reporting and Audit Requirements

Grantee shall comply with all rules and reporting requirements established by statute or administrative rules. All reports must be submitted to the addresses below.

The applicable prescribed requirements are found in North Carolina General Statute 143C-6-22 & 23 entitled "Use of State Funds by Non-State Entities" and Implementation of Required Rules, 09 NCAC 03M .0102 -0802, North Carolina Administrative Code, issued September 2005.

The Contractor's fiscal year runs from 10-1-2018 to 09-30-2019.

G.S. 143C-6-23 requires every nongovernmental entity that receives State or Federal pass-through grant funds directly from a State agency to file annual reports on how those grant funds were used. There are 3 reporting levels which are determined by the total direct grant receipts from all State agencies in your fiscal year:

- Level 1: Less than \$25,000
- Level 2: At least \$25,000 but less than \$500,000
- Level 3: \$500,000 or more

A grantee's reporting date is determined by its fiscal year end and the total funding received directly from all State agencies. For those grantees receiving less than \$500,000, the due date is 6 months from its fiscal year end. For those receiving \$500,000 or more, the due date is 9 months from its fiscal year end. In addition to the reports, grantees receiving \$500,000 or more must submit a yellow book audit in electronic or hard copy to the Office of the State Auditor and to all funding State agencies at the addresses below.

All annual grantee reports required by GS 143C-6-23 must be completed online at www.NCGrants.gov. The online reporting system will automatically place your organization on the Noncompliance list if your reports have not been completed in www.NCGrants.gov by your required due date.

To access the online grants reporting system go to www.NCGrants.gov and click on the LOGIN tab at the top of the page. You must have a NCID to access the online reporting system. To obtain a user manual or request assistance with the system please go to https://www.ncgrants.gov/NCGrants/Help.jsp. You can also email requests for assistance directly to NCGrants@osbm.nc.gov.

Once you have logged in you will see your "Grantee Summary / Data Entry Screen".

- Your summary screen will identify your correct level of reporting, i.e., Level 1, 2 or 3, based on the State grant funds paid to your organization during your fiscal year.
- The summary will show all the grants contained in the www.NCGrants.gov system that have been awarded to your organization. The program will automatically provide links to the reports that correspond to your reporting level, and only those reports, for each grant. Check to make sure that the grant(s) shown in the system correspond with what you show as having received from each agency for your fiscal year.
- If you have questions, need help in resolving any differences between your records and online reporting system or need corrections to be made to the data you enter, send an e-mail to NCGrants@osbm.nc.gov to request help.

All grantees must file their required reports online at www.NCGrants.gov without exception.

IMPORTANT NOTE FOR AUDITS

If you expend more than \$500,000 in Federal grant funds from all sources, then you must have an A-133 single audit performed. If you are at this level for federal reporting and you are required to file a yellow (REV. 7-18)

book audit with the State under G.S. 143C-6-23, then you may substitute the A-133 audit for the yellow book audit.

If you are required to have an A-133 audit performed and you receive any Federal grant funds passed through the North Carolina Department of Health and Human Services, you are required to file the A-133 audit with the North Carolina Department of Health and Human Service.

If you expend more than \$500,000 and you are required to file a yellow book audit with the State Auditor under G.S. 143C-6-23, then you are also required to file the yellow book audit with the North Carolina Department of Health and Human Service.

A planned enhancement to the system is the capability for the grantee to directly upload a pdf version of their audit directly into the online system where it will be accessible to both the funding agency/agencies and the Office of the State Auditor.

Please send the required audit to the following address:

Mail to: DHHS Office of the Controller
Attention: Audit Resolution
2019 Mail Service Center
Raleigh, NC 27699-2019

Or direct delivery to: 1050 Umstead Drive
Raleigh, NC 27606

Equipment Purchased with Contract Funds:

Title to equipment costing in excess of \$500.00 acquired by the Contractor with funds from this contract shall vest in the Contractor, subject to the following conditions.

- A. The Contractor shall use the equipment in the project or program for which it was acquired as long as needed. When equipment is no longer needed for the original project or program or if operations are discontinued, or at the termination of this contract the Contractor shall contact the Division for written instructions regarding disposition of equipment.
- B. With the prior written approval of the Division, the Contractor may use the equipment to be replaced as trade-in against replacement equipment or may sell said equipment and use the proceeds to offset the costs of replacement equipment.
- C. For equipment costing in excess of \$500.00, equipment controls and procedures shall include at a minimum the following:
 1. Detailed equipment records shall be maintained which accurately include the:
 - a. Description and location of the equipment, serial number, acquisition date/cost, useful life and depreciation rate;
 - b. Source/percentage of funding for purchase and restrictions as to use or disposition; and
 - c. Disposition data, which includes date of disposal and sales price or method used to determine fair market value.
 2. Equipment shall be assigned a control number in the accounting records and shall be tagged individually with a permanent identification number.
 3. Biennially, a physical inventory of equipment shall be taken and results compared to accounting and fixed asset records. Any discrepancy shall immediately be brought to the attention of management and the governing board.

4. A control system shall be in place to ensure adequate safeguards to prevent loss, damage, or theft of equipment and shall provide for full documentation and investigation of any loss or theft.
 5. Adequate maintenance procedures shall be implemented to ensure that equipment is maintained in good condition.
 6. Procedures shall be implemented which ensure that adequate insurance coverage is maintained on all equipment. A review of coverage amounts shall be conducted on a periodic basis, preferably at least annually.
- D. The Contractor shall ensure all subcontractors are notified of their responsibility to comply with the equipment conditions specified in this section.

Reporting Requirements of N. C. General Statute 143C-6.23

Use these charts to determine GS 143C-6.23 reporting requirements.

Total Funds from All State Agencies	Reports Due (Key all reports into online reporting system at www.NCGrants.gov , including online submission of the audit when the system has the capability). Until that point, audits should be mailed to both the Office of the State Auditor and the NC Department of Health and Human Services (DHHS).)	Reports Due Date
Level 1 \$1 - \$24,999	<ul style="list-style-type: none"> • Certification • State Grants Compliance Reporting Receipt of < \$25,000.* 	Within 6 months of entity's fiscal year end
Level 2 \$25,000 - \$499,999	<ul style="list-style-type: none"> • Certification • State Grants Compliance Reporting Receipt of >= \$25,000 • Schedule of Receipts and Expenditures* • Program Activities and Accomplishments 	Within 6 months of entity's fiscal year end
Level 3 \$500,000 or more	<ul style="list-style-type: none"> • Certification • State Grants Compliance Reporting Receipt of >= \$25,000 • Audit [A-133 Single Audit if >= \$500,000 in federal funds or Yellow Book Audit] • Schedule of Federal and State Awards (May be included in the audit) • Program Activities and Accomplishments 	Within 9 months of entity's fiscal year end

Use this chart to determine where to send copies of GS 143C-6.23 reports.

Grantees receiving \$500,000 or more must send one copy of each audit report to DHHS.	<p>Mail to: DHHS Office of the Controller Attention: Audit Resolution 2019 Mail Service Center Raleigh, NC 27699-2019</p> <p>Or direct delivery to: 1050 Umstead Drive Raleigh, NC 27606</p>
<p>Grantees receiving \$500,000 or more must send one copy of each audit report to the State Auditor.</p> <p>In addition, grantees must submit copies of their audits to www.NCGrants.gov for compliance purposes.</p>	<p>Mail to: Office of the State Auditor 20601 Mail Service Center Raleigh, NC 27699-0601</p> <p>Or direct delivery to: 2 South Salisbury Street Raleigh, NC 27603</p>

State Certifications

Contractor Certifications Required by North Carolina Law


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

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

Certifications

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

Contractor's Name: Abundant Living Adult Day Svcs. dba Trinity Living Center

Contractor's
Authorized Agent: Signature  Date 6/19/18

Printed Name Ted W. Goins, Jr. Title President

Witness:

Signature

Christina S. Joyce

Date

6/19/18

Printed Name

Christina S. Joyce

Title

Executive Director

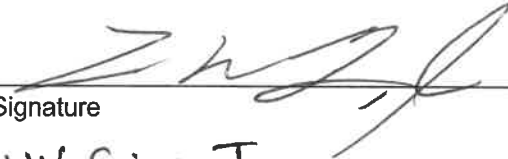
The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

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:  6/19/18
Signature Date
Ted W. Goins, Jr. President 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 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.

Client#: 225263

71LUTHESER

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
09/01/2017

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 BB&T - Webb Insurance P. O. Box 1825 Statesville, NC 28687 704 878-3900		CONTACT NAME: Caitlin Bailey PHONE (A/C, No, Ext): 704 878-3900 E-MAIL ADDRESS: caitlin.bailey@bbandt.com FAX (A/C, No): 8669238339															
INSURED Lutheran Services for the Aging Inc PO Box 947 Salisbury, NC 28145-0947		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: GuideOne Specialty Mutual Insur</td> <td>14559</td> </tr> <tr> <td>INSURER B: GuideOne Mutual Insurance Compa</td> <td>15032</td> </tr> <tr> <td>INSURER C: Amerisure Insurance Company</td> <td>19488</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: GuideOne Specialty Mutual Insur	14559	INSURER B: GuideOne Mutual Insurance Compa	15032	INSURER C: Amerisure Insurance Company	19488	INSURER D:		INSURER E:		INSURER F:	
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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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		1287366	09/01/2017	09/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		1764891	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$2500		1287400	09/01/2017	09/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC208200206	04/01/2017	04/01/2018	<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
A	General Liab		1287366	09/01/2017	09/01/2018	1,000,000/3,000,000

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

**** Workers Comp Information ****

Large Deductible - \$275,000 occurrence, \$500,000 aggregate
 Deductible #1-275000 Deductible #2-500000

**** Supplemental Name ****

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Lutheran Services for the Aging, Inc.
 PO Box 947
 Salisbury, NC 28145-0947

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

Steve C. Barlow

DESCRIPTIONS (Continued from Page 1)

Abundant Living Adult Day Services, Inc. dba Trinity Living Center
 LSA Elms at Tanglewood, Inc. dba Trinity Elms
 LSA Elms Property, Inc.
 LSA Management, Inc. dba Lutheran Services Carolinas
 LSA Pharmacy, Inc.
 LSA Therapy, Inc.
 Lutheran Home - Forsyth County Property, Inc.
 Lutheran Home - Forsyth County, Inc. dba Trinity Elms
 Lutheran Home - Hickory West, Inc. dba Trinity Ridge
 Lutheran Home - Wilmington, Inc. dba Trinity Grove
 Lutheran Home - Winston Salem, Inc. dba Trinity Glen
 Lutheran Home Albemarle Property, Inc.
 Lutheran Home at Trinity Oaks Property, Inc.
 Lutheran Home at Trinity Oaks, Inc. dba Trinity Oaks
 Lutheran Home Hickory Property, Inc.
 Lutheran Home Hickory West Property, Inc.
 Lutheran Home Wilmington Property, Inc.
 Lutheran Home Winston-Salem Property, Inc.
 Lutheran Home-Albemarle, Inc. dba Trinity Place
 Lutheran Home-Hickory, Inc. dba Trinity Village
 Lutheran Retirement Center at Lutheridge Inc dba Trinity View
 Lutheran Retirement Center-Salisbury, Inc. dba Trinity Oaks
 Lutheran Retirement Center-Wilmington, Inc.
 Lutheran Services for the Aging, Foundation Inc.
 Lutheran Services for the Aging, Inc.
 Lutheran Services Property, Inc.
 Trinity at Home Inc.

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: 8/27/2018
SUBJECT: Purchase Requisition - Wheel Loader for Landfill

Please see the attached purchase requisition.

Please approve the attached purchase requisition for a new wheel loader for the Rowan County Landfill.

ATTACHMENTS:

Description	Upload Date	Type
Purchase Requisition - Wheel Loader for Landfill	8/27/2018	Cover Memo



Bill To
 ROWAN COUNTY
 ENVIRONMENTAL MANAGEMENT
 PO BOX 430
 EAST SPENCER, NC
 28039
 tamra.kesler@rowancountync.gov

Requisition 00000200-00 FY 2019

Acct No:
 6154730-575090
 Review:
 Buyer:
 Status: Released

Page 1

Vendor
 CAROLINA TRACTOR & EQUIPMENT CO
 PO BOX 1095

CHARLOTTE, NC 28201-1095

Ship To
 ROWAN CO ENVIRONMENTAL MGMT
 RECYCLING OPERATIONS
 1102 N LONG STREET EXTENSION
 EAST SPENCER, NC 28039
 CALEB.SINCLAIR@ROWANCOUNTYNC.GOV

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department	
08/27/18	000461				ENVIRONMENTAL MANGEMENT	
LN Description / Account				Qty	Unit Price	Net Price
001 Compact wheel loader to replace 1992 bobcat at RPC.				1.00 EACH	83607.00000	83607.00
1 6154730-575090					83607.00	
Ship To ROWAN CO ENVIRONMENTAL MGMT RECYCLING OPERATIONS 1102 N LONG STREET EXTENSION EAST SPENCER, NC 28039						

[Requisition Link](#)

Requisition Total 83607.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
6154730-575090	83607.00	5393.00
RECYCLING OPER EXPENSES		
C/A-FURN&EQUIP		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/27/18	Caleb M Sinclair	
Queued	08/27/18	Teresa F. Sharpless	
Queued	08/27/18	David Sifford	

Authorized By: _____

Signature

Date: _____



Carolina



CAROLINA CAT
P.O. BOX 1095
CHARLOTTE, NC 28201-1095
WWW.CAROLINACAT.COM

Paul Carpenter
Territory Manager
Charlotte

QUOTATION/SALES ORDER



SOLD TO
Rowan County Enviromental
2727 D Old Concord
Salisbury, NC 28146

SHIP TO

CONTACT: Jeff Boyd

CONTACT: 704-202-5585

SALESMAN
P Carpenter

ACCOUNT NUMBER
688925

ORDER NUMBER

CUSTOMER P.O. NUMBER

DATE
8/3/2018

FOB
Charlotte

SHIP VIA
CAT

WHEN

Caterpillar 906M Compact Wheel loader

List
\$86,130

RH Rooding Lights

C3.3 T4F engine

22mph Diff lock

Eco Drain

\$1,420

On Demand Fan cooling

\$150

Vert Std Flow

\$398

Hose Guard

Cab Deluxe Single Brake

\$5,790

3" seat belt

\$235

Tandem valve joystick E/H

#

340/R18 FS Duraforce Tires

\$1,205

Travel Alarm

minus 50 degree antifreeze

\$193

WT vertical Wiring harness

\$316

Seat Deluxe

\$750

AC and Heat

Load and Road Feature

\$5,320

Afex 2 bottle Dry Fire Suppression system

\$5,360

Halogen Working Light

\$580

Rust Prevention

Work Tools (15% off List)

1.0 yd MP Bucket

List

\$7,340

Disc

\$6,239

NJPA Cat Contract #032515

Rowan County Member # 19580

Machine List Price Discount - 23%

WT List Discount - 15%

TERMS: Payment due upon receipt of invoice.

TOTALS

\$6,239.00

\$107,847.00

Total List

\$114,086.00

Freight & Prep

1,200.00

NJPA Discount

24,804.81

Subtotal

\$90,481.19

Trade - In

0.00

Subtotal

\$90,481.19

Additional Dealer Discount

-6,874.19

Grand Total

\$83,607.00

WARRANTY: 24 month/ 2000 Hour Standard

INSURANCE:

CSA:

TRADE-IN:

MAKE:

MODEL:

S/N:

SUBMITTED BY: Brian Hoffman

ACCEPTED BY:

8/8/2018

Rowan 906M.xls



ROWAN COUNTY PURCHASE ORDER

130 West Innes Street

Salisbury, NC 28144

Phone (704) 638-3198 Fax (704) 642-2021

Federal Tax ID No. 56-6000336

NOT VALID WITHOUT NUMBER

PURCHASE ORDER #

For Finance Dept use only

VENDOR NAME:

VENDOR #:

461

DEPARTMENT:

Department of Environmental Services

PREPARED BY:

C Sinclair
G GREENE
J Boyd

SHIP TO:

1102 N. Lees St. E. Spencer NC

DATE:

8-9-18

DATE REQUIRED:

ASAP

Submit with packing slip and invoice

ACCOUNT NUMBER

QTY

DESCRIPTION

UNIT
PRICE

TOTAL

615 4220 575 090

1

406M Compact Wheel Loader

83,607

83,607.00

SUBTOTAL

SHIPPING

TOTAL

83,607

ORDER WILL BE PLACED BY: (check one) ☐ FAX ☐ MAIL ☒ PHONE ☐ INTERNET

ORDERS \$5,000.00 AND OVER MUST HAVE THREE (3) INFORMAL QUOTES

VENDOR NAME:

VENDOR NAME:

VENDOR NAME:

VENDOR #:

VENDOR #:

VENDOR #:

PHONE #:

PHONE #:

PHONE #:

TOTAL QUOTE:

TOTAL QUOTE:

TOTAL QUOTE:

COMMENTS:

By signing below, I verify there are sufficient funds in the designated account(s) for the purchase.

[Signature]

AUTHORIZED PERSONNEL

DATE 8-9-18

BILLING INSTRUCTIONS: Separate invoices must be rendered for each order or shipment to individual Dept. Monthly statements are to be mailed to Finance Dept. 130 W. Innes St., Salisbury, NC. Applicable North Carolina sales and/or use tax to be invoiced as a separate item on each invoice. Rowan County is not sales tax exempt.

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

Finance Director

NOT VALID WITHOUT SIGNATURE

Purchasing Agent

NOT VALID WITHOUT SIGNATURE

This certifies the above apparatus, supplies, materials and/or services have been received and payment is requested.

AUTHORIZED PERSONNEL

DATE

ROWAN COUNTY

08/09/2018 16:20
KesslerTH

Rowan County
G/L ACCOUNT - MASTER INQUIRY

P 2
glactinq

PER	ACTUAL	LAST YEAR MONTHLY AMOUNTS ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	.00	.00
02	.00	.00	.00
03	.00	.00	.00
04	.00	.00	.00
05	.00	.00	.00
06	.00	.00	.00
07	.00	.00	.00
08	.00	.00	.00
09	.00	.00	.00
10	.00	.00	.00
11	.00	.00	.00
12	.00	.00	.00
13	.00	.00	.00
Tot:	.00	.00	.00

PRIOR YEARS TOTAL AMOUNTS	
2017 Actual	.00
2017 Closed @ YE	.00
2017 Encumbrance	.00
2017 Memo Bal	.00
2016 Actual	.00
2015 Actual	.00
2014 Actual	87,229.51
2013 Actual	.00
2012 Actual	.00
2011 Actual	.00
2010 Actual	.00
2009 Actual	.00
2008 Actual	.00
2017 Orig Budget	.00
2017 Bud Tfr In	.00
2017 Bud Tfr Out	.00
2017 C Fwd Budget	.00
2017 Revsd Budget	.00
2016 Orig Budget	.00
2016 Revsd Budget	.00
2015 Orig Budget	.00
2015 Revsd Budget	.00
2017	0.00
2016	0.00
2015	0.00

FUTURE YEAR AMOUNTS	
PER	2019 BUDGET
00	.00
01	89,000.00
02	.00
03	.00
04	.00
05	.00
06	.00
07	.00
08	.00
09	.00
10	.00
11	.00
12	.00
13	.00
Tot:	89,000.00
2019 DEPARTMENT	85,651.00
2019 MANAGER	89,000.00
2019 PRESENT	89,000.00
2019 COMMISSION	89,000.00
2019 APPROVED	89,000.00
2019 Revised	89,000.00
2020 Estimate	.00
2021 Estimate	.00
2022 Estimate	.00
2023 Estimate	.00
2019 Memo Bal	.00
2019 Encumbrance	.00
2019 Requisition	.00

ACCOUNT NOTES

** END OF REPORT - Generated by Tamra H. Kesler **

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: 8/27/2018
SUBJECT: Salcoa Contracting - Administration Building Renovations

Please see the attached contract.

Please approve the attached contract between Salcoa Contracting and Rowan County for renovations to the Administration Building.

ATTACHMENTS:

Description	Upload Date	Type
Salcoa Contracting - Administration Building Renovations	8/27/2018	Cover Memo

ROWAN COUNTY CONTRACT CONTROL FORM

 Date: 8/27/2018
SECTION I - DEPARTMENT COMPLETES

Department: Facilities Management Account #: 1154134-573000 Amount: \$ 244,500.00
 Account #: _____ Amount: \$ _____
 Total: \$ 244,500.00
 Vendor name: Salcoa Contracting Term Dates: 9/1/2018 until complete
 Contract description: Administration Building Upgrades
 POC name: Kevin May Phone: 704-638-2357
 POC email: _____ 704-915-1879 cell
 Vendor mail address: PO Box 199, Salisbury, NC 28145 Vendor #: New
☒ New contract _____ Contract renewal Munis contract #: NA
 _____ Amendment to contract _____ Vendor signatures Munis BA #, if applicable: NA
 Notes: _____

 Department Head Initials: DS For Don Bink

 Date: 8/27/18
SECTION II - CONTRACT ADMINISTRATOR REVIEW

☒ Section I properly completed _____ Y Requires Board approval (Y/N) 9/4/2018
☒ Budgeted funds are available

 Contract Administrator Initials: DS

 Date: 8/27/18
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: _____

AIA® Document A101™ – 2007

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

AGREEMENT made as of the Twenty-First day of August in the year Two Thousand and Eighteen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Rowan County - North Carolina
130 West Innes Street
Salisbury, NC 28144
Telephone Number: 704.216.8180
Fax Number: 704.216.8195

and the Contractor:

(Name, legal status, address and other information)

Salcoa Contracting, Inc.
P. O. Box 199
Salisbury, NC 28145
Telephone Number: 704.638.2357
Fax Number: 704.638.5901

for the following Project:

(Name, location and detailed description)

Rowan County – Administration Building
130 West Innes Street
Salisbury, NC 28144
Interior Alteration for Human Resources & Finance Departments

The Architect:

(Name, legal status, address and other information)

ADW Architects, p. a.
2815 Colliseum Centre Drive, Suite 500
Charlotte, North Carolina 28217
Telephone Number: 704.376.1919
Fax Number: 704.374.1920

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1399605368)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be fixed in a notice to proceed issued by the Owner.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

NA

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than **sixty (60)** days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

Init.

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Two Hundred Forty-Four Thousand, Five Hundred Dollars and No Cents (\$244,500.00)**, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate No. 1 – Staff Toilet Room – Basement Level

Alternate No. 2 – New Finishes - Basement Level Storage Rooms

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
None		

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
1. General Contingency	\$9,000.00

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

Init.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Retainage may be reduced consistent with N.C.G.S. §143-134.1(b1)

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

§ 5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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

Init.

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(1399605368)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

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

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007 as modified.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007 as modified.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. All references to the AIA Document A201–2007 shall refer to the modified version of the A201–2007 prepared in connection with the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

%

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

Aaron Church, County Manager
130 West Innes Street
Salisbury, North Carolina 28144
Telephone Number: 704.216.7818
Fax Number: 704.216.8195
Cell Phone: 704.213.8369

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

Kevin May, Project Manager

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(1399605368)

P. O. Box 199
Salisbury, NC 28145
Telephone Number: 704.638.2357
Cell Phone: 704.915.1879

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor as modified.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction as modified.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 73 00	Supplementary Conditions	May 4, 2018	6

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

See Exhibit A - Specification - Table of Contents

(Row deleted)

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Exhibit B - List of Drawings

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	05.16.18	10
2	05.31.18	02
3	06.11.18	08

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

Exhibit A - Specification -Table of Contents

Exhibit B - List of Drawings

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

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(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Exhibit A – Specification Table of Contents
Exhibit B – List of Drawings

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007 and as modified in Section 00 73 00 Supplementary Conditions of the Project Manual.

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
---------------------------	--

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

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EXHIBIT A – SPECIFICATION TABLE OF CONTENTS

INTERIOR ALTERATION FOR ROWAN COUNTY HUMAN RESOURCES AND FINANCE DEPARTMENTS

Salisbury, NC

ADW Project Number: 17016

DIVISION 00

- PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 01 01	- Project Title Page
Section 00 01 07	- Seals Page
Section 00 01 10	- Table of Contents
Section 00 01 15	- List of Drawings
Section 00 11 13	- Advertisement for Bids
Section 00 21 13	- Instructions to Bidders (AIA Document A701-1997)
Section 00 21 19	- Information for Bidders
Section 00 21 22	- Minority Business Participation Forms
Section 00 41 13	- Bid Form – Stipulated Sum – Single Prime
Section 00 41 16	- E-Verify Affidavit
Section 00 52 13	- Agreement Form – Stipulated Sum (Single Prime) AIA Document A101-2007
Section 00 72 00	- General Conditions of the Contract for Construction – AIA Document A201-2007
Section 00 73 00	- Supplementary General Conditions - 2007

DIVISION 01

- GENERAL REQUIREMENTS

Section 01 10 00	- Summary of Work
Section 01 21 00	- Allowances
Section 01 23 00	- Alternates
Section 01 25 00	- Product Substitutions – Prior to Bid
Section 01 25 13	- Product Substitutions – Post Bid
Section 01 29 00	- Payment Procedures
Section 01 29 13	- State and County Tax Form
Section 01 33 00	- Submittal Procedures
	- ADW Electronic Machine-Readable File Release Form
Section 01 40 00	- Quality Requirements
Section 01 42 00	- References
Section 01 60 00	- Product Requirements
Section 01 73 00	- Execution Requirements
Section 01 73 29	- Cutting and Patching
Section 01 77 00	- Closeout Procedures

DIVISION 02

- EXISTING CONDITIONS

Section 02 41 19	- Selective Structure Demolition
------------------	----------------------------------

DIVISION 03

- CONCRETE (NOT USED)

DIVISION 04

- MASONRY (NOT USED)

DIVISION 05

- METALS (NOT USED)

DIVISION 06

Section 06 20 00
Section 06 22 00

- WOOD, PLASTICS, AND COMPOSITES

- General Carpentry
- Millwork

DIVISION 07

Section 07 21 16
Section 07 90 00

- THERMAL AND MOISTURE PROTECTION

- Blanket Insulation
- Sealants

DIVISION 08

Section 08 11 13
Section 08 14 16
Section 08 71 00
Section 08 71 01

- OPENINGS

- Hollow Metal Doors and Frames
- Flush Wood Doors
- Door Hardware
- Hardware Schedule

DIVISION 09

Section 09 21 16
Section 09 30 00
Section 09 51 00
Section 09 65 16
Section 09 65 19
Section 09 67 11
Section 09 68 13
Section 09 91 00

- FINISHES

- Gypsum Board Assemblies
- Tiling
- Acoustical Ceilings
- Luxury Vinyl Flooring
- Resilient Tile Flooring
- Resinous Flooring
- Tile Carpeting
- Painting

DIVISION 10

Section 10 14 00
Section 10 28 13

- SPECIALTIES

- Signage
- Toilet Accessories

DIVISION 11**- EQUIPMENT (NOT USED)****DIVISION 12****- FURNISHINGS (NOT USED)****DIVISION 13****- SPECIAL CONSTRUCTION (NOT USED)****DIVISION 14****- CONVEYING DEVICES (NOT USED)****DIVISION 21****- FIRE SUPPRESSION (NOT USED)****DIVISION 22****- PLUMBING (SEE DRAWINGS)****DIVISION 23****- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)
(SEE DRAWINGS)****DIVISION 26****- ELECTRICAL (SEE DRAWINGS)****DIVISION 27****- COMMUNICATIONS (N.I.C.)**

EXHIBIT B LIST OF DRAWINGS

INTERIOR ALTERATION FOR ROWAN COUNTY HUMAN RESOURCES AND FINANCE DEPARTMENTS

GENERAL

---- COVER SHEET/ APPENDIX B

ARCHITECTURAL

D100	BASEMET LEVEL DEMOLITION PLAN
D101	MAIN LEVEL DEMOLITION PLAN
A001	LIFE SAFETY PLANS
A100	BASEMENT LEVEL FLOOR PLAN
A101	MAIN LEVEL FLOOR PLAN
A500	INTERIOR ELEVATIONS, ENLARGED PLANS, & DETAILS
A501	CASEWORK SECTIONS
A700	DOOR AND FINISH SCHEDULES
A701	FLOOR FINISH PLANS
A800	REFLECTED CEILING PLANS

PLUMBING

P-1	PLUMBING NOTES, SCHEDULE & LEGEND
P-2	SANITARY WASTE PLAN
P-3	WATER SUPPLY PLAN

MECHANICAL

M-1	MECHANICAL LEGEND, SCHEDULE AND NOTES
M-2	MECHANICAL FLOOR PLAN AND NOTES

ELECTRICAL

E-1	ELECTRICAL LEGEND, NOTES & SHEDULES
E-2	ELECTRICAL POWER PLAN AND NOTES
E-3	ELECTRICAL LIGHTING PLAN AND NOTES
E-4	ELECTRICAL PANEL SCHEDULES AND RISER DETAILS

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: 08/27/2018
SUBJECT: Proclamation for Constitution Week

ATTACHMENTS:

Description	Upload Date	Type
Proclamation for Constitution Week	8/27/2018	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

Rowan County Board of Commissioners

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

PROCLAMATION FOR CONSTITUTION WEEK

SEPTEMBER 17-23, 2018

WHEREAS, it is the privilege and duty of the American people to commemorate the two hundred thirty-first anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; *and*

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17-23 as Constitution Week.

NOW, THEREFORE the Rowan County Board of Commissioners does hereby proclaim the week of September 17-23, 2018 as

CONSTITUTION WEEK

and urges all citizens to study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

This the 4th day of September, 2018.

Gregory C. Edds, Chairman
Rowan County Board of Commissioners

ATTEST:

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

Equal Opportunity Employer



recycled paper

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: Tonya Parnell
DATE: 8-28-18
SUBJECT: FY 2018 Year End

ATTACHMENTS:

Description

FY 2018 Year End

Upload Date

8/28/2018

Type

Cover Memo



Rowan County Tax Collector's Office

402 North Main Street, Suite 101

Salisbury, NC 28144-4392

Telephone 704-216-8544

Fax 704-797-0506

www.rowancountync.gov

To: Rowan County Commissioners

From: Tonya Parnell
Tax Collections Manager

Date: August 9, 2018

Tax Settlement Statement Fiscal Year 2018

According to General Statute 105-373, the Tax Collector is required to report to the Governing Body an annual tax settlement statement after July 1 of each year. The enclosed tax settlement statement reflects taxes collected and outstanding for the stated fiscal year. Moreover, prior years taxes collected and outstanding are listed on enclosed reports TXF 156 and TXP 100, respectively. All other tax information is securely stored on the Rowan County server as required by the North Carolina Department of Cultural Resources.

The Tax Collector is asking the Governing Body to approve outstanding taxes for the fiscal year 2008 as insolvent. The ten-year statute of limitations prevents the Tax Collector from using remedies to collect 2007 taxes. A disclosure of the outstanding 2007 tax is represented on the enclosed TXF 156. A summary of the 2007 tax is below for your review. The Tax Collector has used due diligence in trying to collect all outstanding taxes.

YEAR	REAL/BUSINESS/UTILITIES	VEHICLE	TOTAL
2007	\$50,391.00	\$50,996.66	\$101,387.66

Thank you,

Equal Opportunity Employer



recycled paper

DATE 7/09/18
TIME 12:14:24

TAX COLLECTORS MONTHLY REPORT

ROWAN COUNTY TAX COLLECTOR
402 N Main Street
Salisbury, N. C. 28144

TXF156

100 ROWAN COUNTY

Collections as of 7/01/2017 Thru 6/30/2018 Report Group- 100

Year	Levy	Collected	Percent Collected	Outstanding	Percent Outstanding
2018	69,878.15	64,769.37	.9268	5,108.78	.0731
2017	60,818,415.60	59,468,823.44	.9778	1,349,592.16	.0221
2016	60,347,884.99	59,705,347.15	.9893	642,537.84	.0106
2015	59,707,130.10	59,305,716.04	.9932	401,414.06	.0067
2014	58,157,769.36	57,895,899.59	.9954	261,869.77	.0045
2013	55,503,092.83	55,304,914.77	.9964	198,178.06	.0035
2012	55,661,413.49	55,530,485.66	.9976	130,927.83	.0023
2011	55,477,655.90	55,388,959.38	.9984	88,696.52	.0015
2010	55,864,803.12	55,797,592.20	.9987	67,210.92	.0012
2009	55,563,823.06	55,519,187.73	.9991	44,635.33	.0008
2008	54,712,296.93	54,680,824.21	.9994	31,472.72	.0005
2007	53,440,939.21	53,414,962.47	.9995	25,976.74	.0004

*Levy Added During the Current Month

13,142.82

DATE 7/09/18
TIME 12:16:01

TAX COLLECTORS MONTHLY REPORT

ROWAN COUNTY TAX COLLECTOR
402 N Main Street
Salisbury, N. C. 28144

TXF156

100 ROWAN COUNTY

Collections as of 7/01/2017 Thru 6/30/2018 Report Group- 101

Year	Levy	Collected	Percent Collected	Outstanding	Percent Outstanding
2018	108,450.58	69,102.25	.6371	39,348.33	.3628
2017	8,736,132.84	8,646,040.46	.9896	90,092.38	.0103
2016	8,451,923.22	8,374,361.50	.9908	77,561.72	.0091
2015	8,006,375.44	7,983,968.15	.9972	22,407.29	.0027
2014	7,740,505.41	7,726,276.51	.9981	14,228.90	.0018
2013	7,475,614.70	7,461,903.88	.9981	13,710.82	.0018
2012	7,215,708.26	7,199,401.33	.9977	16,306.93	.0022
2011	7,629,111.64	7,614,144.33	.9980	14,967.31	.0019
2010	6,943,274.26	6,883,696.65	.9914	59,577.61	.0085
2009	7,446,798.71	7,384,804.71	.9916	61,994.00	.0083
2008	7,442,697.88	7,394,271.50	.9934	48,426.38	.0065
2007	6,467,472.26	6,443,058.00	.9962	24,414.26	.0037

*Levy Added During the Current Month

106.20

DATE 7/09/18
TIME 12:17:21

TAX COLLECTORS MONTHLY REPORT

ROWAN COUNTY TAX COLLECTOR
402 N Main Street
Salisbury, N. C. 28144

TXF156

100 ROWAN COUNTY

Collections as of 7/01/2017 Thru 6/30/2018 Report Group- 200

Year	Levy	Collected	Percent Collected	Outstanding	Percent Outstanding
2016	336.09	336.09	1.0000		
2015	207.50	207.50	1.0000		
2014	163,032.48	162,476.39	.9965	556.09	.0034
2013	4,060,791.01	4,032,276.13	.9929	28,514.88	.0070
2012	6,045,011.99	5,990,979.38	.9910	54,032.61	.0089
2011	5,851,714.46	5,807,676.71	.9924	44,037.75	.0075
2010	5,350,011.34	5,310,216.73	.9925	39,794.61	.0074
2009	5,503,260.08	5,455,343.04	.9912	47,917.04	.0087
2008	6,000,576.25	5,947,564.89	.9911	53,011.36	.0088
2007	6,313,742.55	6,262,745.89	.9919	50,996.66	.0080
2006	6,371,285.19	6,327,060.12	.9930	44,225.07	.0069
2005	6,773,232.83	6,773,234.88	1.0000	2.05-	

*Levy Added During the Current Month

**RESOLUTION APPROVING THE TAX ADMINISTRATOR'S ANNUAL
SETTLEMENT
FISCAL YEAR: 2018
TAX YEAR: 2017 AND PRIOR YEARS**

BE IT RESOLVED by the Board of County Commissioners of Rowan County that the following documents attached hereto are received and approved, consisting of the following:

- (1) Tax Collections Manager's Cumulative Collections Tax Report
- (2) Tax Collections Manager's Collections Summary
- (3) Tax Collections Manager's Real and Personal Property Tax Report
- (4) Tax Collections Manager's Utility Tax Report
- (5) Tax Collections Manager's Vehicle Tax Report
- (6) Tax Collections Manager's Table of Insolvents (2007)

ADOPTED this ____ day of _____, _____.

Greg Edds
Chairman, Board of County Commissioners

Attest:

Clerk to the Board of County Commissioners

ORDER OF THE BOARD OF COUNTY COMMISSIONERS
IN ACCORDANCE WITH G.S. 105-321

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

Kelvin Byrd
Rowan County Tax Administrator

You are hereby authorized, empowered, and commanded to collect the 2018 and prior years taxes set forth in the tax records filed in the office of the Rowan County Tax Assessor, and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Rowan.

This order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this ____ day of _____, _____.

Greg Edds
Chairman, Board of County Commissioners

Attest:

Clerk to the Board of County Commissioners

Below is a summary of County revenue collected and paid out between 7-1-17 and 6-30-18. This includes all additional fees, late list, 2017 pre-pays in addition to cost collected and paid. *****Balances to the TXP100 & TXP 200 reports.

ROWAN COUNTY NET COLLECTIONS FOR FY 2018

TAX REVENUE	LINE ITEM	AMOUNT	TOTAL
	RC TAX COLLECTIONS	73,798,954.80	
	CAT FEE	7,200.00	
	DOG FEE	15,795.00	
***	OVERPAYMENT/REFUNDS	555,961.17	
TOTAL TAX REVENUE			\$74,377,910.97
ADDITIONAL REVENUE	LINE ITEM	AMOUNT	
	ADVERTISING	25,360.97	
***	ATTY COLLECTION LETTER		
***	ATTY COST --WALKER	2,600.37	
***	OTHER ATTY FEES	539.70	
	BANK ATTACHEMENT FEE	12,123.73	
	CERTIFIED MAIL	138.27	
	CONFIRM DEL--CERTIFIED MAIL	996.83	
	ADM. FEE FOR IN-REM	-2.48	
***	SERVICE BY SHERIFF		
	GARNISHMENT FEE	30,819.94	
***	ATTY COST--WYMBBS	1,449.92	
***	CLERK FEES	-37.00	
***	AUCTIONEER FEE	100.00	
	IN-REM SIGN FEE	100.11	
	IN-REM COST	273.60	
	GUARDIAN ADLITEM		
	RETURNED CHECK FEE	696.27	
	SERVICE FEE	86,282.22	
***	TAX REFUND ADJUSTMENT FEE	1,685.30	
	ROWAN COUNTY LIEN	2,322.59	
	BEER LICENSE	4,895.00	
***	SHERIFF COMMISSION	551.39	
TOTAL ADDITIONAL REVENUE			
	SUB-TOTAL REVENUE		\$170,896.73
	2018 PRE PAY	48,986.14	
DEDUCTIONS FROM 2017 FY COLLECTIONS	OVERAGE/SHORTAGE	-377.45	
	TOTAL COLLECTED 7/1/17 - 6/30/18		\$74,597,416.39
REVENUE PAID OUT	LATE LIST	-120,191.40	
	***ITEMS	-562,870.85	
NET REVENUE			\$73,914,354.14

						ROWAN COUNTY							
						TAX COLLECTIONS							
TAX SETTLEMENT STATEMENT FISCAL YEAR July 1, 2017- June 30, 2018													
CUMULATIVE TAX YEAR 1/01/2017 TO 6/30/2018													
CUMULATIVE COLLECTIONS													
Less: Vehicles prepaid 1/1/2017 to 6/30/2017													
Less: Real prepaid 1/1/2017 to 6/30/2017								PREPAID					
Less: Real prepaid 1/1/2017 to 6/30/2017--Late List								PREPAID	28,250.23	(\$28,250.23)			
Less: Bus. Personal Prepaid 1/1/2017 to 6/30/2017								PREPAID	392.27	(\$392.27)			
Less: Bus. Personal Prepaid 1/1/2017 to 6/30/2017--Late List								PREPAID	14,004.03	(\$14,004.03)			
Add: Real and Bus. Personal Prepaid 1/1/18 to 6/30/18 Late List								PREPAID	805.69	(\$805.69)			
Add: Real prepaid 1/1/2018 to 6/30/2018								PREPAID	\$ 13,441.68	\$ 13,441.68			
Add: Real prepaid 1/1/2018 to 6/30/2018-Late List								PREPAID	\$ 64,762.75	\$ 64,762.75			
Add: Bus. Personal 1/1/2018 to 6/30/2018								PREPAID	\$ 6.62	\$ 6.62			
Add: Gap Bill 1/1/2018 to 6/30/2018								PREPAID	\$ 55,660.57	\$ 55,660.57			
								PREPAID	\$ 14,359.81	\$ 14,359.81	\$ 148,231.43		
												\$73,135,373.80	
2017/2018	REAL ESTATE	REAL/PERSONAL	REAL/PERSONAL	BUSINESS	BUS. PERSONAL	BUSINESS/PER.	BUSINESS/PER.	GAP BILLS	GAP BILLS	UTILITIES	UTILITIES		
	PERSONAL	LATE LIST	PREPAY	PERSONAL	LATE LIST	PREPAY	LATE LIST-PREPAY		PREPAY		LATE LIST		
July	\$20,266,513.47	\$4,567.12		\$ 2,143,634.69	\$6,905.73								
August	\$15,954,951.12	\$4,186.37		\$ 4,209,455.26	\$2,703.10								
Sept	\$ 2,163,167.05	\$1,296.62		\$ 274,468.09	\$18,731.72								
Oct	\$ 1,879,667.75	\$1,766.22		\$ 260,304.61	\$13,257.78					10,087.44			
Nov	\$ 2,042,552.04	\$781.82		\$ 223,835.32	\$1,575.42					114,421.80			
Dec	\$ 7,016,154.15	\$2,947.73		\$ 683,017.11	\$13,129.28					8175.16			
Jan	\$ 6,656,797.90	\$5,439.51	\$ 42.74	\$ 510,393.79	\$18,877.43	\$ 4,178.11		\$ 402.46		668185.03	1928.64		
Feb	\$ 1,019,583.33	\$2,343.59	\$ 16,716.11	\$ 33,062.17	\$1,530.03		132.54	\$ 255.75		4109114.98			
Mar	\$ 908,970.96	\$1,997.78	\$ 2,780.62	\$ 19,495.99	\$480.16	\$ 140.22		\$ 27.91					
Apr	\$ 697,456.07	\$1,913.16	\$ 22,426.61	\$ 116,575.04	\$9,510.62	\$ 18,743.74	5,961.55	\$ 325.32					
May	\$ 584,952.71	\$1,225.00	\$ 8,616.75	\$ 57,412.80	\$4,884.96	\$ 32,456.41	7,262.33	\$ 51.67		168.38			
June	\$ 220,461.53	\$494.56	\$ 14,179.92	\$ 7,347.89	\$641.75	\$ 142.09		\$ 417.95					
Total	\$59,411,228.08	\$28,959.48	\$ 64,762.75	\$ 8,539,002.76	\$92,227.98	\$ 55,660.57	85.26	\$ 2,168.20	14,359.81				
Pre/2017	\$ 28,642.50			14,809.72			13,441.68	\$ 3,649.26	14,359.81	\$ 4,910,152.79	\$ 1,928.64	\$ 73,135,373.80	
Total	\$59,439,870.58	\$28,959.48	\$ 64,762.75	\$ 8,553,812.48	\$92,227.98	\$ 55,660.57	13,441.68	\$ 3,649.26	14,359.81	\$ 4,910,152.79	\$ 1,928.64	\$ 73,178,826.02	
Scroll Amounts--Total Tax Owed as of													
6/30/2017	REAL, PERSONAL, BUS	AD VALOREM	DOG	CAT	LATE LISTING	TOTAL TAX							
9/7/2017	UTILITIES	\$ 69,130,909.66	\$ 16,195.00	\$ 7,295.00	101,699.92	69,256,099.58							
10/6/2017	BUS. POINT OF SALE	\$ 4,910,141.56			1,928.64	4,912,070.20							
		\$ 15,506.82				15,506.82							
Minimun Bills Abated 7/1/17 (\$4.95 or less)---\$10,392.61													
September 2017 interest for Group 200 is off by .06. The TXF156 and the TXP200 for year end is off .06.													

[illegible]

DATE 8/07/18
TIME 12:07:43

TAX COLLECTORS MONTHLY REPORT

ROWAN COUNTY TAX COLLECTOR
402 N Main Street
Salisbury, N. C. 28144

TXF156

100 ROWAN COUNTY

Collections as of 7/01/2017 Thru 6/30/2018 Report Group- 100

Year	Levy	Collected	Percent Collected	Outstanding	Percent Outstanding
----	-----	-----	-----	-----	-----
2018	69,878.15	64,769.37	.9268	5,108.78	.0731
2017	60,818,415.60	59,468,823.44	.9778	1,349,592.16	.0221
2016	60,347,884.99	59,705,347.15	.9893	642,537.84	.0106
2015	59,707,130.10	59,305,716.04	.9932	401,414.06	.0067
2014	58,157,769.36	57,895,899.59	.9954	261,869.77	.0045
2013	55,503,092.83	55,304,914.77	.9964	198,178.06	.0035
2012	55,661,413.49	55,530,485.66	.9976	130,927.83	.0023
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2010	55,864,803.12	55,797,592.20	.9987	67,210.92	.0012
2009	55,563,823.06	55,519,187.73	.9991	44,635.33	.0008
2008	54,712,296.93	54,680,824.21	.9994	31,472.72	.0005
2007	53,440,939.21	53,414,962.47	.9995	25,976.74	.0004

*Levy Added During the Current Month

13,142.82

DATE 8/07/18
TIME 12:09:06

ROWAN COUNTY, NC
402 NORTH MAIN STREET STE 201
SALISBURY NC 28144

TXP100

TAXING UNIT: ROWAN COUNTY
DATE RANGE: 7/01/2017 THRU 6/30/2018

REPORT GROUP- 100

YEAR	1 LEVY REDUCED	2 LATE LIST	INTEREST	4 LEVY RELEASED	DISCOUNTS	MISC FEES	7 ASSESSMENT	CHGS1+2-4-7=SUM
2018	64,762.75	6.62	8,090.35	6,075.92		30.00		58,693.45
2017	59,411,228.08	28,952.86	161,550.60	155,753.58	529,560.13	83,188.45	22,885.00	59,261,542.36
2016	673,772.15	1,575.16	61,717.27	32,190.82	1.81	24,154.13	50.00	643,106.49
2015	271,451.78	472.18	51,472.44	1,412.37	.38-	8,729.03	20.00	270,491.59
2014	118,114.58	212.90	30,602.57	510.81	.26-	2,629.29		117,816.67
2013	60,244.51	164.39	19,694.20	343.41		926.98	20.00	60,045.49
2012	29,156.00	69.95	12,175.34	282.21	.16-	1,179.33		28,943.74
2011	30,147.87	60.26	15,983.18	214.17		695.99	10.00	29,983.96
2010	15,203.31	52.65	8,960.28	111.35		1,144.53	10.00	15,134.61
2009	8,198.08	43.13	5,931.91	95.56		272.76		8,145.65
2008	5,437.01	61.66	2,339.81	96.10		955.73		5,402.57
2007	1,565.00	29.10	1,266.83	136.57		377.00		1,457.53
2006	615.61	4.16	664.01			105.00		619.77

TOTAL	60,689,896.73	31,705.02	380,448.79	197,222.87	529,561.14	124,388.22	22,995.00	60,501,383.88
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PAY THIS AMOUNT	60,469,806.58	<-- EXCLUDES INT3 -->		& REV. UNIT EXCLUDES LATE LIST->		29,848.17
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PREPAYMENTS	49,056.86
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BEER

WINE

BEER&WINE	4,895.00
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SCHEDULE B

OVER/SHORT	283.62-
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REFUNDS	493,482.90
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REVENUE UNIT TOTAL	61,046,805.89
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DATE 8/07/18
TIME 12:09:22

TAX COLLECTORS MONTHLY REPORT

ROWAN COUNTY TAX COLLECTOR
402 N Main Street
Salisbury, N. C. 28144

TXF156

100 ROWAN COUNTY

Collections as of 7/01/2017 Thru 6/30/2018 Report Group- 101

Year	Levy	Collected	Percent Collected	Outstanding	Percent Outstanding
----	-----	-----	-----	-----	-----
2018	108,450.58	69,102.25	.6371	39,348.33	.3628
2017	8,736,132.84	8,646,040.46	.9896	90,092.38	.0103
2016	8,451,923.22	8,374,361.50	.9908	77,561.72	.0091
2015	8,006,375.44	7,983,968.15	.9972	22,407.29	.0027
2014	7,740,505.41	7,726,276.51	.9981	14,228.90	.0018
2013	7,475,614.70	7,461,903.88	.9981	13,710.82	.0018
2012	7,215,708.26	7,199,401.33	.9977	16,306.93	.0022
2011	7,629,111.64	7,614,144.33	.9980	14,967.31	.0019
2010	6,943,274.26	6,883,696.65	.9914	59,577.61	.0085
2009	7,446,798.71	7,384,804.71	.9916	61,994.00	.0083
2008	7,442,697.88	7,394,271.50	.9934	48,426.38	.0065
2007	6,467,472.26	6,443,058.00	.9962	24,414.26	.0037

*Levy Added During the Current Month

106.20

DATE 8/07/18
TIME 12:09:42

ROWAN COUNTY, NC
402 NORTH MAIN STREET STE 201
SALISBURY NC 28144

TXP100

TAXING UNIT: ROWAN COUNTY
DATE RANGE: 7/01/2017 THRU 6/30/2018

REPORT GROUP- 101

YEAR	1 LEVY REDUCED	2 LATE LIST	INTEREST	4 LEVY RELEASED	DISCOUNTS	MISC FEES	7 ASSESSMENT CHGS1+2-4-7=SUM
2018	55,660.57	13,441.68		15,479.72			53,622.53
2017	8,539,002.76	92,227.98	11,267.82	168,728.51	91,954.11	4,754.60	8,462,502.23
2016	26,560.11	1,815.37	2,371.58	2,510.58		1,747.57	25,864.90
2015	5,579.96	214.36	983.97	911.75	.06	513.13	4,882.57
2014	1,470.06	94.08	231.24	380.86		120.31	1,183.28
2013	2,397.16	152.46	792.74	162.81		61.26	2,386.81
2012	1,287.63	41.20	2,147.65			62.00	1,328.83
2011	3,501.48	75.04	634.14	107.18		75.00	3,469.34
2010	585.62	48.78	310.39	55.35		61.00	579.05
2009	353.94	34.75	278.79	40.76			347.93
2008	559.39	42.15	462.08	47.94		30.00	553.60
2007	443.80	11.10	68.08	57.80		30.00	397.10
2006	15.75	1.58	16.72				17.33

TOTAL	8,637,418.23	108,200.53	19,565.20	188,483.26	91,954.17	7,454.87	8,557,135.50
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PAY THIS AMOUNT	8,403,786.81	<-- EXCLUDES INT3 -->		& REV. UNIT EXCLUDES LATE LIST->	88,414.59
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PREPAYMENTS

BEER

WINE

BEER&WINE

SCHEDULE B

OVER/SHORT	26.67
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REFUNDS	44,841.37
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REVENUE UNIT TOTAL	8,537,069.44
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DATE 8/07/18
TIME 12:10:15

TAX COLLECTORS MONTHLY REPORT

ROWAN COUNTY TAX COLLECTOR
402 N Main Street
Salisbury, N. C. 28144

TXF156

100 ROWAN COUNTY

Collections as of 7/01/2017 Thru 6/30/2018 Report Group- 150

Year	Levy	Collected	Percent Collected	Outstanding	Percent Outstanding
----	-----	-----	-----	-----	-----
2017	4,912,081.43	4,912,081.43	1.0000		
2016	4,628,508.52	4,628,508.52	1.0000		
2015	4,875,460.56	4,875,434.65	.9999	25.91	
2014	4,464,821.82	4,464,821.82	1.0000		
2013	4,322,199.11	4,322,199.11	1.0000		
2012	4,174,907.90	4,174,907.90	1.0000		
2011	3,677,550.34	3,677,550.34	1.0000		
2010	2,952,252.57	2,952,252.57	1.0000		
2009	2,601,058.21	2,601,058.21	1.0000		
2008	2,565,264.91	2,565,264.91	1.0000		
2007	2,532,950.86	2,532,950.86	1.0000		
2006	2,547,681.76	2,547,681.76	1.0000		

*Levy Added During the Current Month

DATE 8/07/18
TIME 12:10:25

ROWAN COUNTY, NC
402 NORTH MAIN STREET STE 201
SALISBURY NC 28144

TXP100

TAXING UNIT: ROWAN COUNTY
DATE RANGE: 7/01/2017 THRU 6/30/2018

REPORT GROUP- 150

YEAR	1 LEVY REDUCED	2 LATE LIST	INTEREST	4 LEVY RELEASED	DISCOUNTS	MISC FEES	7 ASSESSMENT CHGS	1+2-4-7=SUM
2017	4,910,152.79	1,928.64	5.90	11.23				4,912,070.20
TOTAL	4,910,152.79	1,928.64	5.90	11.23				4,912,070.20
PAY THIS AMOUNT		4,910,147.46	<-- EXCLUDES INT3 -->			& REV. UNIT EXCLUDES LATE LIST->		1,928.64
PREPAYMENTS								
BEER								
WINE								
BEER&WINE								
SCHEDULE B								
OVER/SHORT								
REFUNDS								
REVENUE UNIT TOTAL		4,912,076.10						

DATE 8/07/18
TIME 12:09:54

TAX COLLECTORS MONTHLY REPORT

ROWAN COUNTY TAX COLLECTOR
402 N Main Street
Salisbury, N. C. 28144

TXF156

100 ROWAN COUNTY

Collections as of 7/01/2017 Thru 6/30/2018 Report Group- 125

Year	Levy	Collected	Percent Collected	Outstanding	Percent Outstanding
----	-----	-----	-----	-----	-----
2018	94,653.66	14,359.81	.1517	80,293.85	.8482
2017	18,209.59	3,649.26	.2004	14,560.33	.7995

*Levy Added During the Current Month

94,714.00

DATE 8/07/18
TIME 12:10:04

ROWAN COUNTY, NC
402 NORTH MAIN STREET STE 201
SALISBURY NC 28144

TXP100

TAXING UNIT: ROWAN COUNTY
DATE RANGE: 7/01/2017 THRU 6/30/2018

REPORT GROUP- 125

YEAR	1 LEVY REDUCED	2 LATE LIST	INTEREST	4 LEVY RELEASED	DISCOUNTS	MISC FEES	7 ASSESSMENT CHGS	1+2-4-7=SUM
2018	14,359.81			9,590.07				4,769.74
2017	3,649.26			627.19	3.00	29.22		3,022.07
TOTAL	18,009.07			10,217.26	3.00	29.22		7,791.81
PAY THIS AMOUNT		7,818.03	<-- EXCLUDES INT3 -->					
PREPAYMENTS								
BEER								
WINE								
BEER&WINE								
SCHEDULE B								
OVER/SHORT		1.83-						
REFUNDS		2,683.30						
REVENUE UNIT TOTAL		10,499.50						

DATE 8/07/18
TIME 12:10:48

TAX COLLECTORS MONTHLY REPORT

ROWAN COUNTY TAX COLLECTOR
402 N Main Street
Salisbury, N. C. 28144

TXF156

100 ROWAN COUNTY

Collections as of 7/01/2017 Thru 6/30/2018 Report Group- 200

Year	Levy	Collected	Percent Collected	Outstanding	Percent Outstanding
----	-----	-----	-----	-----	-----
2016	336.09	336.09	1.0000		
2015	207.50	207.50	1.0000		
2014	163,032.48	162,476.39	.9965	556.09	.0034
2013	4,060,791.01	4,032,276.13	.9929	28,514.88	.0070
2012	6,045,011.99	5,990,979.38	.9910	54,032.61	.0089
2011	5,851,714.46	5,807,676.71	.9924	44,037.75	.0075
2010	5,350,011.34	5,310,216.73	.9925	39,794.61	.0074
2009	5,503,260.08	5,455,343.04	.9912	47,917.04	.0087
2008	6,000,576.25	5,947,564.89	.9911	53,011.36	.0088
2007	6,313,742.55	6,262,745.89	.9919	50,996.66	.0080
2006	6,371,285.19	6,327,060.12	.9930	44,225.07	.0069
2005	6,773,232.83	6,773,234.88	1.0000	2.05-	

*Levy Added During the Current Month

DATE 8/07/18
TIME 12:11:54

ROWAN COUNTY, NC
402 NORTH MAIN STREET STE 201
SALISBURY NC 28144

TXP100

TAXING UNIT: ROWAN COUNTY
DATE RANGE: 7/01/2017 THRU 6/30/2018

REPORT GROUP- 200

YEAR	¹ LEVY REDUCED	² LATE LIST	INTEREST	⁴ LEVY RELEASED	DISCOUNTS	MISC FEES	⁷ ASSESSMENT CHGS1+2-4-7=SUM
2013	3,038.39		1,298.76	7.72		3,574.15	3,030.67
2012	5,515.44		3,137.25	66.66		8,764.09	5,448.78
2011	3,689.31		2,528.46	37.02		5,275.84	3,652.29
2010	3,031.16		2,183.73	54.42		5,073.80	2,976.74
2009	3,136.99		2,581.67	94.41		3,401.88	3,042.58
2008	2,626.29		2,414.34	12.91		3,849.63	2,613.38
2007	2,571.17		2,574.83	37.47		2,954.06	2,533.70
2006	955.52		1,099.07			1,235.97	955.52
TOTAL	24,564.27		17,818.11	310.61		34,129.42	24,253.66
PAY THIS AMOUNT		76,201.19	<-- EXCLUDES INT3 -->				
PREPAYMENTS							
BEER							
WINE							
BEER&WINE							
SCHEDULE B							
OVER/SHORT		118.67-					
REFUNDS		10,904.38					
REVENUE UNIT TOTAL		86,986.90					

ROWAN COUNTY TAX COLLECTOR YEAR END TURNOVER REPORT
FY 2018

VENDOR	ACCOUNT	GEO DIST	PAYABLE TO TAXING UNITS	REVENUE UNIT	LATE	PAY THIS
				TOTAL	LIST	AMOUNT
		100	ROWAN COUNTY	74,597,416.33	(120,191.40)	74,477,224.93
2615	101-0000-207-50-00	101, 131	CITY OF SALISBURY, OUT, DOWNTOWN	18,797,824.85	(38,388.88)	18,759,435.97
1883	101-0000-207-55-00	103	TOWN OF SPENCER	1,244,090.85	(2,451.21)	1,241,639.64
746	101-0000-207-20-00	104	TOWN OF EAST SPENCER	755,675.34	(1,329.47)	754,345.87
539	101-0000-207-15-00	105	TOWN OF CLEVELAND	476,209.42	(3,806.63)	472,402.79
517	101-0000-207-10-00	106	TOWN OF CHINA GROVE	1,634,956.11	(788.64)	1,634,167.47
1210	101-0000-207-40-00	107	TOWN OF LANDIS	1,109,768.42	(715.13)	1,109,053.29
804	101-0000-207-25-00	108	TOWN OF FAITH	229,771.17	(69.21)	229,701.96
1682	101-0000-207-45-00	109	TOWN OF ROCKWELL	675,208.74	(659.97)	674,548.77
923	101-0000-207-30-00	110	TOWN OF GRANITE QUARRY	775,824.95	(544.26)	775,280.69
778	201-4340-422-86-26	111	ENOCHVILLE FIRE DISTRICT	201,073.63	(229.65)	200,843.98
1867	201-4340-422-86-48	112	SOUTH SALISBURY FIRE DISTRICT	384,419.83	(434.47)	383,985.36
1681	201-4340-422-86-42	113	ROCKWELL RURAL FIRE DISTRICT	450,167.00	(661.71)	449,505.29
1584	201-4340-422-86-38	114	POOLETOWN FIRE DISTRICT	104,008.38	(153.40)	103,854.98
1390	201-4340-422-86-32	115	MILLER FERRY FIRE DISTRICT	481,026.30	(203.92)	480,822.38
2042	201-4340-422-86-50	116	UNION FIRE DISTRICT	109,882.11	(334.50)	109,547.61
34	201-4340-422-86-34	117	MT MITCHELL FIRE DISTRICT	64,880.59	(59.79)	64,820.80
766	201-4340-422-86-24	118	ELLIS FIRE DISTRICT	121,834.60	(66.35)	121,768.25
847	201-4340-422-86-28	119	FRANKLIN FIRE DISTRICT	224,618.41	(101.91)	224,516.50
1138	101-0000-207-35-00	121	CITY OF KANNAPOLIS	2,745,281.41	(2,088.98)	2,743,192.43
538	201-4340-422-86-16	123	CLEVELAND FIRE DISTRICT	422,865.63	(2,827.45)	420,038.18
179	201-4340-422-86-10	124	ATWELL FIRE DISTRICT	420,410.70	(990.74)	419,419.96
353	201-4340-422-86-12	125	BOSTIAN HEIGHTS FIRE DISTRICT	606,781.96	(592.91)	606,189.05
1251	201-4340-422-86-30	126	LOCKE FIRE DISTRICT	744,131.75	(630.65)	743,501.10
1232	201-4340-422-86-29	127	LIBERTY FIRE DISTRICT	189,957.87	(280.90)	189,676.97
902	201-4340-422-86-18	128	EAST GOLD HILL FIRE DISTRICT	93,738.07	(135.17)	93,602.90
2151	201-4340-422-86-52	129	WOODLEAF FIRE DISTRICT	284,507.19	(321.95)	284,185.24
1783	201-4340-422-86-44	130	SCOTCH IRISH FIRE DISTRICT	62,803.03	(83.68)	62,719.35
1708	201-4340-422-86-43	134	ROWAN IREDELL FIRE DISTRICT	29,040.56	(32.74)	29,007.82
1663	201-4340-422-86-40	135	RICHFIELD MISENHEIMER FIRE DISTRICT	6,508.65	(5.92)	6,502.73
517	201-4340-422-86-46	136	SOUTH ROWAN FIRE DISTRICT (CHINA GROVE)	3,837.47	(11.96)	3,825.51
902	201-4340-422-86-22	137	EAST ROWAN FIRE DISTRICT (EAST GOLD HILL)	2,376.84	(0.64)	2,376.20
1584	201-4340-422-86-22	137	EAST ROWAN FIRE DISTRICT (POOLETOWN)	13,543.08	(3.62)	13,539.46
1210	201-4340-422-86-20	138	EAST LANDIS SPECIAL ASSESSMENT	22,279.54	(22.18)	22,257.36
5410	201-4340-422-86-51	139	WEST ROWAN FIRE DISTRICT	221,382.34	(220.31)	221,162.03
			TOTALS	108,308,103.12	(179,440.30)	108,128,662.82
			TONYA PARNELL, TAX COLLECTIONS MANAGER			

FY 2017-2018
COLLECTION SUMMARY

[illegible]

REGULAR REFUND 555,961.17

NCVTS REFUNDS	49,841.07
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605,802.24

ADJUSTMENT TO TXP 100 REPORTS

4,049.22 REFUND ADJUSTMENTS

(70.72) PREPAYMENT LOCKBOX ADJUSTMENT

ADJUSTMENTS ALREADY MADE TO REPORTS

FY 2018 YEAR END PERCENTAGE SUMMARY

Before Releases/Abatements Discounts

GEO DIST	TAXING UNITS	2018 LEVY	COLLECTION PERCENTAGE	
		AS OF 6/30/18	2017	2016
	**LEVY INCLUDES ALL GROUP CODES			
	(REAL, BUSINESS, VEHICLE & UTILITIES)			
101, 102, 131	CITY OF SALISBURY , SALIS. OUT, SALIS. DOWNTOWN	18,897,371.10	98.17	98.23
103	TOWN OF SPENCER	1,248,923.65	95.70	97.04
104	TOWN OF EAST SPENCER	706,478.27	95.07	94.21
105	TOWN OF CLEVELAND	482,392.24	99.01	98.93
106	TOWN OF CHINA GROVE	1,648,419.80	98.07	98.40
107	TOWN OF LANDIS	1,114,621.78	96.74	97.20
108	TOWN OF FAITH	233,517.02	97.89	98.72
109	TOWN OF ROCKWELL	679,183.65	98.79	98.97
110	TOWN OF GRANITE QUARRY	776,091.81	98.49	98.19
111	ENOCHVILLE FIRE DISTRICT	203,962.15	96.98	97.55
112	SOUTH SALISBURY FIRE DISTRICT	396,147.12	99.24	99.25
113	ROCKWELL RURAL FIRE DISTRICT	451,771.55	97.84	98.16
114	POOLETOWN FIRE DISTRICT	107,091.76	98.96	91.24
115	MILLER FERRY FIRE DISTRICT	482,979.13	99.45	99.51
116	UNION FIRE DISTRICT	111,262.97	98.23	96.23
117	MT MITCHELL FIRE DISTRICT	65,295.73	98.09	98.38
118	ELLIS FIRE DISTRICT	121,760.89	97.13	97.17
119	FRANKLIN FIRE DISTRICT	227,232.66	98.03	98.02
121	CITY OF KANNAPOLIS	2,735,807.44	96.59	97.02
123	CLEVELAND FIRE DISTRICT	430,161.92	98.09	98.22
124	ATWELL FIRE DISTRICT	424,056.22	98.00	97.98
125	BOSTIAN HEIGHTS FIRE DISTRICT	612,676.87	97.65	97.65
126	LOCKE FIRE DISTRICT	753,987.96	98.57	98.62
127	LIBERTY FIRE DISTRICT	192,175.05	98.06	98.39
128	EAST GOLD HILL FIRE DISTRICT	96,379.45	97.37	97.59
129	WOODLEAF FIRE DISTRICT	286,542.78	99.00	99.03
130	SCOTCH IRISH FIRE DISTRICT	63,497.09	96.57	96.03
134	ROWAN IREDELL FIRE DISTRICT	29,717.16	98.04	99.24
135	RICHFIELD MISENHEIMER FIRE DISTRICT	6,638.13	99.93	99.96
136	SOUTH ROWAN FIRE DISTRICT	3,834.29	99.92	99.52
137	EAST ROWAN FIRE DISTRICT	16,411.90	96.30	98.20
138	EAST LANDIS SPECIAL ASSESSMENT	22,286.17	95.83	96.20
139	WEST ROWAN FIRE DISTRICT	221,683.02	97.58	98.25

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



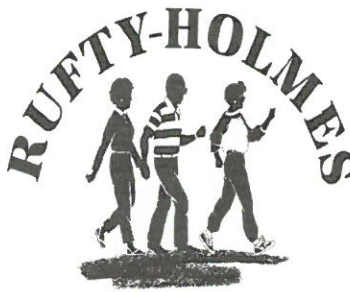
130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: County Manager Aaron Church
DATE: August 28, 2018
SUBJECT: HCCBG Additional Allocation for FY 2018-19

ATTACHMENTS:

Description	Upload Date	Type
Memorandum	8/28/2018	Cover Memo
HCCBG FY 2018-19 Revised Funding Plan	8/28/2018	Cover Memo



**The Henry E. Rufty – Haden C. Holmes
Senior Center**

"Adding Life to Years"

Health & Wellness, Lifelong Learning, Civic & Social Engagement

1120 S. Martin Luther King, Jr. Avenue, Salisbury, North Carolina 28144-5658 www.ruftyholmes.org
Phone: 704-216-7714 Fax: 704-633-8517 Email: office@ruftyholmes.org

August 17, 2018

TO: Rowan County Board of Commissioners, Aaron Church, Rowan County Manager

FROM: Nan Buehrer, Executive Director *Nan Buehrer*
Rufty-Holmes Senior Center, and Lead Agency for HCCBG Committee

RE: Home & Community Care Block Grant Additional Allocation for FY 2018-19

Attached, please find the revised funding plan for Home and Community Care Block Grant funds allocated to Rowan County for FY 2018-19, for the Commissioners' approval.

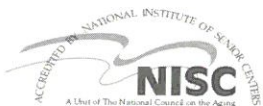
The original allocation of \$814,063, reported by Centralina Area Agency on Aging for Rowan County HCCBG services, was approved by the Rowan County Commissioners on June 4, 2018.

The Lead Agency has now been notified by Centralina AAA that the final state budget allocation for Rowan County for FY 2018-19 is \$878,707 or an increase in allocation of \$64,644. This will make the 10% matching allocation from Rowan County \$97,634.

The HCCBG Advisory Committee met July 11, 2018 and recommends the revised funding plan as attached in the DAAS-731R for the Commissioners' approval. The Committee's recommendation for the additional allocation seeks to address the waiting lists of In-Home Aide services, Home Delivered Meals and increasing need for Older Adult Transportation. The Committee noted HCCBG funds are the sole source of funding for In-Home Aide services. In-Home Aide services also provide meal preparation, which may reduce the waiting list for home delivered meals. The increased HCCBG funds for Home Delivered Meals allows Meals on Wheels to leverage additional funding thru USDA subsidies.

We acknowledge and thank the Commissioners for the additional support from the County, above and beyond the required matching funds, for the provision of these important services on behalf of our older adult citizens. I will be glad to answer any questions you may have.

First in North Carolina



Rufty-Holmes Senior Center is a non-profit organization that provides a focal point for aging resources as well as opportunities to extend independent living and enrich the quality of life for Rowan County older adults.

Member Agency



Rowan County
United Way

Home and Community Care Block Grant for Older Adults

County Rowan

County Funding Plan

July 1, 2018 through June 30, 2019

County Services Summary

Revision # 1

Revision Date: 8-6-2018

	A				B	C	D	E	F	G	H	I
Services	Block Grant Funding				Required Local Match	Net Service Cost	USDA Subsidy	Total Funding	Projected HCCBG Units	Projected Reimbursement Rate	Projected HCCBG Clients	Projected Total Units
	Access	In-Home	Other	Total								
Trans 250	154647			\\\\\\\\\\\\\\\\\\\\	17183	171830	0	171830	10773	15.3928	275	14500
Medical Transp 033	39250			\\\\\\\\\\\\\\\\\\\\	4361	43611	0	43611	2000	21.8055	275	2000
In-Home I Home Mgmt 041		12128		\\\\\\\\\\\\\\\\\\\\	1348	13476	0	13476	768	17.5469	6	900
In-Home II - Personal Care 042		187966		\\\\\\\\\\\\\\\\\\\\	20885	208851	0	208851	8288	21.2277	44	8800
In-Home III Personal Care 045		10827		\\\\\\\\\\\\\\\\\\\\	1203	12030	0	12030	399	30.1504	2	471
Congregate 180			283689	\\\\\\\\\\\\\\\\\\\\	31521	315210	25125	340335	29563	10.6623	450	33501
Home Delivered 020		53748		\\\\\\\\\\\\\\\\\\\\	5972	59720	11250	70970	2449	10.9461	10	56253
Adult Day Care 030			15277		1697	16974	0	16974	513	33.0761	5	578
Adult Day Health 155			22319		2480	24799	0	24799	620	39.9897	6	682
ADC Trans			431		48	479	0	479	319	1.5004	2	1327
Senior Center Operation 170			98425	\\\\\\\\\\\\\\\\\\\\	10936	109361	0	109361	0	0	4500	0
				\\\\\\\\\\\\\\\\\\\\								
				\\\\\\\\\\\\\\\\\\\\	0	0	0	0	0	0	0	0
				\\\\\\\\\\\\\\\\\\\\	0	0	0	0	0	0	0	0
				\\\\\\\\\\\\\\\\\\\\	0	0	0	0	0	0	0	0
				\\\\\\\\\\\\\\\\\\\\	0	0	0	0	0	0	0	0
Total	193897	264669	420141	878707	97634	976341	36375	1012716	#DIV/0!	\\\\\\\\\\\\\\\\\\\\	5575	119012

Signature, Chairman, Board of Commissioners

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: Don Bringle, Director of Fac. Mgt, Parks and Rec
DATE: 8/28/2018
SUBJECT: West End Plaza Event Center Rental Policy

Updating rental policy of the West End Plaza Event Center

ATTACHMENTS:

Description

Policy

Upload Date

8/29/2018

Type

Cover Memo

West End Plaza Event Center Rental Policy

Effective 8/3/2015– REVISED ~~9-5-16~~ 9-4-18

CONTENT

- A. Group Designations
- B. Fees
- C. General Information
- D. Alcohol
- E. Cancellation / Refund
- F. Catering & Cleaning
- G. Fire Safety
- H. Insurance
- I. Payment
- J. Rental Time
- K. Security
- L. Reservations / Rental Space
- M. Tables / Chairs

Introduction:

The West End Plaza makes available for rental the Event Center formerly known as “JC Penney’s Building.” No other space is available for one time event type rentals at the West End Plaza.

A - Group Designations

1. Cooperative Extension, Soil & Water District, Forestry, Farm Service Agency, RowanWorks and Rowan Cabarrus Community College. No charge.
2. Internal county departments. No charge (excludes catering) with 60-day maximum advance reservation.
3. Rowan Salisbury School may use the WEP one (1) time without charge every 90 days if requested by the School Board by way of resolution to the County Manager.
4. Rowan County nonprofit organizations (*with a valid 501c3, 501c6, and/or county-funded organizations*) may rent the venue at the Non-Profit fee located in Section B.
5. Corporate and other events. Regular fee schedule applies.

B - Fees

	NON HOLIDAY	HOLIDAY
Non-profits	\$600 a day (12 hours)	\$1,200 a day (12 hours)
Non-profits (Alcohol)	\$840 a day (12 hours)	\$1,680 a day (12 hours)
Individual / for profit	\$1,200 a day (12 hours)	\$2,400 a day (12 hours)
Individual / for profit (Alcohol)	\$1,680 a day (12 hours)	\$3,360 a day (12 hours)

*Deposits are applicable to both non-profits and for profit. Balance is due ~~15~~ 10 days before event.

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*Refundable deposits will be refunded after the event has been inspected and approved by County Staff.

Booking Fee	\$250 (Non-Refundable)
Damage Deposit	\$750 or \$1,750 (Refundable)
Total Down Payment	\$1,000 or \$2,000

C - General Information

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1. The venue is available for rental based on calendar availability with a signed contract and deposit. Proof of liability insurance is required.
2. Rental contracts will be entered into with adults only, 18 or older and 21 or older when beer/wine is served.
3. On-site parking is free.
4. West End Plaza Event Center (WEPEC) is a tobacco-free facility.
5. Event hosts/guests may not adhere items to wall, ceiling, floor or any structure or fixture in venue. The use of confetti, glitter, other related/similar items at weddings or celebrations is prohibited.
6. Special event application is located on our website.
7. All vendors must have a valid license and/or proper permits to operate, all in good standing and current.
8. Meeting coordinator will provide tours and walk-throughs by appointment only.
9. WEPEC facilities are available for rental at a holiday rate on holiday weekends, including Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving (Thursday and Friday), Christmas (day before and after) and New Year's (day before and after).
10. All events are subject to policies listed on the event contracts issued prior to the event.
11. All policies and procedures related to room rentals are subject to change without notice.
12. No cooking on site – All food must be catered in accordance with all applicable federal, state and local laws, rules and policies.
13. No pets are allowed under any circumstance unless the animal is a service animal.

D - Alcohol

Beer and Wine is permitted. If alcoholic beverages are to be served during the event, an alcoholic beverage permit must be purchased in accordance with all local, state and federal laws, rules and regulations.

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A certified graduate of the NC Responsible Alcohol Seller Program must serve on-site; event guests may not serve alcohol. Security must be contracted if alcohol (beer and wine) is served.

E - Cancellation/Refund

The booking fee of \$250 will not be refunded under any circumstance. The \$750 or \$1,750 damage deposit will be refunded if the event is canceled.

WEPEC retains the right to cancel reservations contract with written notice at any time for the following reasons: misrepresentation of the event, lack of insurance, threats of violence or actual violence to any WEPEC employee or subcontractor by event host's employees or subcontractors, threats of damage or actual damage to WEPEC facilities by event host's employees or subcontractors, damage or theft of WEPEC property by event host's employees or subcontractors, or failure to abide by the terms and conditions of this rental contract. Cancellation by Rowan County for any of the above mentioned reasons will result in the loss of the entire rental amount.

F - Catering and Cleaning

1. Event host agrees to remove all items belonging to the event host at the conclusion of the event (including outside decorations). WEPEC is not responsible for any items remaining after the event that belong to the event host or the event host's guests.
2. Event host and/or caterer agree to leave facility and grounds in the condition in which they were found when the doors were opened for set-up.
3. All decorations, food and drink container products and all trash must be collected in plastic bags. For all events serving food, the event host and/or caterer shall collect all trash generated from the event on the night of the event and place it in the dumpster onsite.
4. Rowan County/WEPEC will hold the deposit and apply it toward cost for labor, supplies, and/or equipment needed or expended should WEPEC find it necessary, in their sole

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opinion, to do further cleaning, removals or repairs to return the area to its original condition. Any excess damages will be billed to event host.

5. The event host is fully responsible for all arrangements and any contract entered into with any caterer of the event. Except when alcoholic beverage service is included as part of the event, WEPEC's open catering policy allows food service from any caterer licensed by the State of North Carolina. The Event Host / Lessee catering contract must include all table linens for meals and servings stations as well as adequate clean up immediately following the event.

G - Fire Safety

WEPEC enforces fire protection safety codes and is subject to inspection by the Fire Marshal. No pyrotechnic devices, smoke/fog machines or open flames are permitted. All fire aisles and exits must be kept clear of equipment and people. No smoking is allowed anywhere in the buildings. Failure to follow these rules will result in the immediate suspension of the event until the conditions are corrected. If they are not corrected, the event will be cancelled without refund to the event host.

H - Insurance

1. Event host is required to maintain a \$1,000,000 liability insurance policy (General liability coverage, for bodily injury and property damage claims, including contractual and personal injury liability coverage. Umbrella or excess liability insurance may be used to meet limit of liability requirements).
2. Upon request, event host will provide to Rowan County duly executed certificates of insurance evidencing this coverage, together with satisfactory evidence of the payment of the premium thereon. Each certificate shall specify that the policy cannot be cancelled without providing Rowan County at least 30 days prior written notice, that Rowan County is named as an additional insured, and that the insurer waives any subrogation rights against Rowan County.

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3. Each policy required under this agreement shall contain a severability of interests clause and will provide that event host's coverage shall be primary to any other insurance available to or maintained by Rowan County.
4. Proof of insurance must be provided to Rowan County at least ~~30~~ 10 business days before the event. Proof of insurance shall be a certificate of insurance naming Rowan County as an additional insured party. Failure to provide proof of insurance will result in cancellation of event.

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I - Payment

WEPEC accepts payment via certified or cashier's check or credit cards: VISA, MasterCard.

~~Cash is not accepted.~~

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J - Rental Time

1. Minimum rental time – Twelve (12) hours.
2. NOTE: Rental time begins when the first service person arrives and ends when the last service person leaves. Be sure to leave adequate time for your service personnel to clean up at the end of the event.
3. Events may not extend past 12 p.m on Friday, Saturday, or Sunday. Events may not extend past 11:00 p.m. Monday through Friday.
4. We may assess that additional staff is necessary for your event (depending on the type of event, services required, number of anticipated attendees, and whether alcohol will be served). Events open to the general public may also require additional staff. Additional staff will be charged to the event host at \$35 dollars an hour.
5. WEPEC will not assume any responsibility for injury or accidents due to the activities conducted by event holders, or injuries or accidents caused by materials provided by event holders.
6. Rooms must be vacated by the time indicated on the contract. Overtime charges will apply for rooms not vacated by the pre-arranged time, including extra charges if event

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participants remain on-site after WEPEC’s regularly scheduled closing time. Overtime charges are \$350 per hour and will be deducted from the refundable deposit.

7. All event deliveries must be received by Event Host / Lessee. Deliveries and pick up of equipment, supplies or materials outside of the scheduled event time must be arranged in advance with the meeting coordinator. Extra fees may apply for delivery, pick-up and/or storage of materials outside of scheduled event times.
8. If advertising/promoting your event, all photos of WEPEC or use of WEPEC logo must be approved by WEPEC meeting coordinator.
9. Event Host / Lessee will be billed for damage caused by use of unauthorized pens and markers on whiteboards/items inside the meeting rooms.
 - a. Event holders should bring their own supplies (with the exception of markers for the write-on wipe-off boards). WEPEC will not be able to provide such items (i.e. batteries, scissors, paper, tape, markers, etc.) unless explicitly arranged in advance. The only approved tape is blue painter’s tape.
10. Meeting coordinator/WEPEC staff reserves the right to enter any and all areas to enforce the rules and limit the number of people in the area.

K - Security

1. Security shall be provided by contract employees paid directly by the event host.
2. Security contract employees shall be sworn law enforcement officers with arrest powers who are employed by the Rowan County Sheriff’s Office.

1-99 Attendees	0	3
100-299	1	4
300-499	2	5
500-599	2	6
600-699	3	7
700-799	4	8

800-899	4	9
900+	4	10

L - Reservations/Rental Space

1. A minimum thirty-day (30) reservation is encouraged on all rentals. Reservations for rooms with less than 30 days advance notice will be made on an as available basis.
2. ~~Reservations are accepted for recurring events up to one year in advance, excluding internal and nonprofit use. Payment for recurring events will follow the same payment schedule as that of regular events. Contradicts contract – page 3 item 3.~~
3. Meeting coordinator will contact to schedule a walk-through of the space three to ten days prior to the event. Any additional advance preparation, or changes to set-up requested less than 72 hours prior to event may result in additional fees.
4. ~~An invoice will be mailed to Event Host / Lessee within a week of the event. The invoice will list all charges, show the deposit paid, and any balance due.~~

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M - Tables / Chairs

1. ~~Tables and Chairs shall be provided by the Event Host / Lessee. 35 round tables and 300 chairs are included with rental.~~

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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: John Brindle, Register of Deeds
DATE: August 24, 2018
SUBJECT: Update From Register of Deeds Office

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: Finance Department
DATE: August 28, 2018
SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description

Budget Amendments

Upload Date

8/28/2018

Type

Budget Amendment

[illegible]

GENERAL CONTRACT COVER

This contract is hereby entered into by and between the North Carolina Department of Health and Human Services, Central Management and Support - Office of Rural Health (the "Division") and County of Rowan, Rowan County Health Department (the "Contractor") (referred to collectively as the "Parties").

1. Contract Documents:

This contract consists of the following documents, which are incorporated herein by reference:

- (a) This contract cover
- (b) The General Terms and Conditions
- (c) Scope of Work
- (d) Performance Measures Chart
- (e) The Line Item Budget
- (f) State Certification

Incorporated By Reference

The following documents are reference materials and are available by going to the following website, Open Window
(http://dhhsopenwindow.nc.gov/index.aspx?pid=doc_ReferenceDocuments).

- (a) Travel: Policies Governing Travel Related Expenses for Contractors
- (b) General Statutes G.S.143C6 NonState Entities Receiving State Funds
- (c) Subchapter 03M Uniform Administration of State Grants

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 the contract document section, 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, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions.

4. Contractor's Duties:

The Contractor shall provide the services as described in the scope of work and in accordance with the approved budget.

5. Division's Duties:

The Division shall pay the Contractor in the manner and in the amounts specified in the contract documents. The total amount paid by the Division to the Contractor under this contract shall not exceed \$85,264. This amount consists of \$85,264 in State funds, \$0 in Local funds, \$0 in Other funds and \$0 in Federal funds.

The total contract amount is \$85,264.

ROWAN COUNTY
PUBLIC HEALTH
Prevent. Promote. Protect.
Be an original.

Rowan County Health Department
1811 East Innes Street - Salisbury, NC 28146-6030

July 18, 2018

Memo

From: Charles Drake, Local Health Administrative Services Manager

To: Finance Department

The requested BA is to decrease the revenue for WIC Breastfeeding Peer Counselor per the state agreement. The funds being transferred are from an unfilled nutrition position.

Kind Regards,



Charles Drake
Local Health Administrative Services Manager

To: Rowan County Board of Commissioners

From: Nina Oliver, Health Director, Shanelle Wilkey, WIC Director

Date: 8/14/18

Re: WIC Agreement Addendum FY 18-19: Breastfeeding Peer Counselor Program

Situation:

Rowan County Health Dept./WIC Program received the WIC Agreement Addendum for the Breastfeeding Peer Counselor Program for FY 18-19.

Background:

A goal of the Women's and Children's Health Section is to increase the proportion of North Carolina mothers who initiate breastfeeding to 81.9% and who breastfeed their infants at 6 months to 60.6%. Breastfeeding promotion and support is an integral part of the WIC Program and North Carolina WIC Programs strive to increase the incidence and duration of breastfeeding among women enrolled in the Program. One of the most effective methods for supporting breastfeeding is the use of breastfeeding peer counselors. North Carolina receives special funding from the United States Department of Agriculture (USDA) to build and sustain Breastfeeding Peer Counselor (BFPC) Programs in the Local Health Department.

Assessment:

The projected estimated budget for the period July 1, 2018-June 30, 2019 was \$25,688 based off of the previous FY. The actual funding received was \$23,850 which was a decrease of \$1,838 in funding for FY 18-19.

Recommendation:

The Rowan County Health Department/WIC Program recommends that the Rowan County Board of Health accept this budget reduction of \$1,838 for FY 18-19.

Activity 416	AA	13A2 570A JQ	13A2 570B JQ	13A2 570C JQ	Proposed Total	New Total
Service Period		06/01-09/30	06/01-05/31	06/01-05/31		
Payment Period		07/01-11/30	07/01-06/30	07/01-06/30		
01 Alamance	* 0	1,532	872	36,233	38,637	38,637
01 Albemarle	* 0	1,200	683	28,380	30,263	30,263
02 Alexander	* 0	317	181	7,502	8,000	8,000
04 Anson	* 0	317	181	7,502	8,000	8,000
02 Appalachian	* 0	574	327	13,569	14,470	14,470
07 Beaufort	* 0	502	286	11,879	12,667	12,667
09 Bladen	* 0	317	181	7,502	8,000	8,000
10 Brunswick	* 0	792	451	18,738	19,981	19,981
11 Buncombe	* 0	1,725	982	40,805	43,512	43,512
12 Burke	* 0	727	414	17,197	18,338	18,338
13 Cabarrus	* 0	1,300	738	30,716	32,754	32,754
14 Caldwell	* 0	567	323	13,420	14,310	14,310
16 Carteret	* 0	471	268	11,133	11,872	11,872
17 Caswell	* 0	317	181	7,502	8,000	8,000
18 Catawba	* 0	1,284	731	30,368	32,383	32,383
19 Chatham		0	0	0	0	0
20 Cherokee	* 0	317	181	7,502	8,000	8,000
22 Clay	* 0	317	181	7,502	8,000	8,000
23 Cleveland	* 0	1,063	605	25,149	26,817	26,817
24 Columbus	* 0	435	248	10,288	10,971	10,971
25 Craven	* 0	1,202	684	28,430	30,316	30,316
26 Cumberland	* 0	4,444	2,531	105,120	112,095	112,095
28 Dare	* 0	317	181	7,502	8,000	8,000
29 Davidson	* 0	1,196	681	28,281	30,158	30,158
30 Davie	* 0	326	185	7,704	8,215	8,215
31 Duplin	* 0	580	330	13,718	14,628	14,628
32 Durham		0	0	0	0	0
33 Edgecombe	* 0	473	269	11,183	11,925	11,925
34 Forsyth	* 0	3,507	1,997	82,953	88,457	88,457
35 Franklin	* 0	355	202	8,400	8,957	8,957
36 Gaston	* 0	1,500	851	35,438	37,789	37,789
38 Graham		0	0	0	0	0
03 Gran-Vance	* 0	788	449	18,638	19,875	19,875
40 Greene	* 0	317	181	7,502	8,000	8,000
41 Guilford	* 0	4,812	2,740	113,818	121,370	121,370
42 Halifax	* 0	544	310	12,873	13,727	13,727
43 Harnett	* 0	1,032	588	24,405	26,025	26,025
44 Haywood	* 0	536	305	12,674	13,515	13,515
45 Henderson	* 0	826	470	19,533	20,829	20,829
46 Hertford		0	0	0	0	0
47 Hoke	* 0	632	360	14,960	15,952	15,952
48 Hyde	* 0	317	181	7,502	8,000	8,000
49 Iredell	* 0	1,000	570	23,658	25,228	25,228
50 Jackson	* 0	317	181	7,505	8,003	8,003

51 Johnston	0	1,150	654	27,187	28,991	28,991
52 Jones	0	317	181	7,502	8,000	8,000
53 Lee	0	641	365	15,159	16,165	16,165
54 Lenoir	0	412	235	9,742	10,389	10,389
55 Lincoln	0	513	292	12,127	12,932	12,932
56 Macon	0	347	197	8,201	8,745	8,745
57 Madison	0	317	181	7,502	8,000	8,000
D4 M-T-W	0	424	242	10,040	10,706	10,706
60 Mecklenburg	0	7,636	4,348	180,618	192,602	192,602
62 Montgomery	0	317	181	7,502	8,000	8,000
63 Moore	0	578	329	13,668	14,575	14,575
64 Nash	0	960	547	22,714	24,221	24,221
65 New Hanover	0	1,267	722	29,970	31,959	31,959
66 Northampton	0	317	181	7,502	8,000	8,000
67 Onslow	0	2,910	1,657	68,837	73,404	73,404
68 Orange	0	0	0	0	0	0
69 Pamlico	0	317	181	7,502	8,000	8,000
71 Pender	0	481	274	11,382	12,137	12,137
73 Person	0	317	181	7,502	8,000	8,000
74 Pitt	0	1,420	809	33,599	35,828	35,828
76 Randolph	0	1,133	645	26,789	28,567	28,567
77 Richmond	0	540	308	12,773	13,621	13,621
78 Robeson	0	1,158	659	27,386	29,203	29,203
79 Rockingham	0	727	414	17,197	18,338	18,338
80 Rowan	0	946	538	22,366	23,850	23,850
D5 R-P-M	0	1,187	676	28,082	29,945	29,945
82 Sampson	0	752	428	17,793	18,973	18,973
83 Scotland	0	443	252	10,487	11,182	11,182
84 Stanly	0	506	288	11,978	12,772	12,772
85 Stokes	0	317	181	7,502	8,000	8,000
86 Surry	0	603	343	14,265	15,271	15,271
87 Swain	0	317	181	7,502	8,000	8,000
D6 Toe River	0	403	230	9,543	10,176	10,176
88 Transylvania	0	317	181	7,502	8,000	8,000
90 Union	0	1,165	662	27,535	29,362	29,362
92 Wake	0	6,928	3,945	163,868	174,741	174,741
93 Warren	0	317	181	7,502	8,000	8,000
96 Wayne	0	1,477	841	34,941	37,259	37,259
97 Wilkes	0	597	340	14,115	15,052	15,052
98 Wilson	0	849	483	20,080	21,412	21,412
99 Yadkin	0	328	187	7,755	8,270	8,270
Totals		80,746	45,980	1,909,901	2,036,627	2,036,627

Sign And Date - DPH Program Administrator	Sign And Date - DPH Chief
<i>[Signature]</i> 4/23/18	<i>[Signature]</i> 4/23/18
Sign And Date - DPH Contracts Office	Sign And Date - DPH Chief
<i>[Signature]</i> 4/23/18	<i>[Signature]</i> 4/23/18

PH 192
 4/23/18

4/23/2018

DEPARTMENTAL REQUEST FOR BUDGET ACTION

Prepared by: Lisa Bevis
Date: 08/23/18
Reviewed:

[illegible]



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program (HSGP)

CFDA #: 97.067

Fiscal Year 2017

Grant #: EMW-2017-SS-00085-S01

SUB AWARD NOTIFICATION

Frank Thomason
Rowan County
2727-E Old Concord Road
Salisbury, NC 28146-8388

Period of Performance: September 1, 2017 to February 28, 2020
Project Title(s): Credentialing (Salamander)
Total Amount of Award: \$9,000.00
MOA#: 1743

North Carolina Emergency Management is pleased to inform you that the federal Fiscal Year (FY) 2017 Homeland Security Grant Program (HSGP) investment justification project(s) has been approved for funding. In accordance with the provisions of FY 2017 HSGP award, North Carolina Emergency Management hereby awards to the foregoing sub-recipient a grant in the amount shown above. The CFDA number is 97.067 and North Carolina Emergency Management federal grant number is EMW-2017-SS-00085-S01.

Payment of Funds: The grant shall be effective upon final approval by North Carolina Emergency Management of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The sub-recipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Sub-recipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that sub-recipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the sub-recipient; and that all agencies involved with this project understand that federal funds are limited to a maximum 30-month period. Sub-recipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

Supplanting: The sub-recipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the sub-recipient will certify that the receipt of federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

Callion L. Maddox

Callion L. Maddox
Homeland Security Grants Branch Manager

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE

MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov



OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

The date on the first invoice associated with the TDA Railwalk Project is July 2018. This budget amendment carries forward the unspent budget from fiscal year 2018 and moves the fiscal year 2019 budget from a capital asset account because the asset will not be the County's.

Prepared by: _____

Date: _____

BUDGET INFORMATION:

Reviewed: _____

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Appropriated Fund Balance	R	1143390-495000	150,000	
TDA Railwalk Project	E	1154112-583110	350,000	
C/A - TDA Railwalk Project	E	1154112-574002		200,000
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: _____ ✓		Approved: _____	Budget Revision # <u>02-632</u>	
Disapproved: _____		Disapproved: _____	Date Posted: _____	
Amended: _____		Amended: _____	Group Number: _____	
Date: <u>8/15/18</u>		Date: _____	Posted by: _____	
Signature: _____ J. Gaudin-Hendrick		Signature: _____	Approved by: _____	

Account Inquiry - Munis [Rowan County] ? X

HOME

Account Cancel Search Browse Query Builder Add Delete Global Print Text file PDF Excel Word Email Attach Notes Audit Detail Project Strings Months User Defined Fields Alerts* Totals Menu

Confirm Search Actions Output Office Tools

Account

Fund 1010 GEN FD Acct 1010-41-4100-4112-0000-0000-000-5-574002-

Org 1154112 GEN EXP Acct name C/A - TDA RAILWALK PROJECT Account Notes

Object 574002 CA-TDARAIL Type Expense Status Active

Project Rollup MultiYr Fund

4 Year Comparison GAAP w/Carry Forward History

Yr/Per 2018/13	Fiscal Year 2018	Fiscal Year 2017	Fiscal Year 2016	Fiscal Year 2019
Original Budget	00	00	00	200,000.00
Transfers In	350,000.00	00	00	00
Transfers Out	00	00	00	00
Revised Budget	350,000.00	00	00	200,000.00
Actual (Memo)	00	00	00	00
Encumbrances	00	00	00	00
Requisitions	00			00
Available	350,000.00	00	00	200,000.00
Percent used	00	00	00	00

DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]

DEPARTMENTAL REQUEST FOR BUDGET ACTION

To recognize reserved funds from FY 2018 for Register of Deeds. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Reviewed:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Fund Balance Restricted	R	1144181-495010	131,687	
Contracted Services	E	1154181-533001	91,687	
F/A: Equipment/Furnishings	E	1154181-576030	40,000	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: _____ ✓		Approved: _____	Budget Revision # _____	
Disapproved: _____		Disapproved: _____	Date Posted: _____	
Amended: _____		Amended: _____	Group Number: _____	
Date: _____ 8/26/18		Date: _____	Posted by: _____	
Signature: L. Heidrick		Signature:	Approved by: _____	

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To budget for financing proceeds and capital improvements for
Kannapolis City Schools

Prepared by: _____

Date: _____

BUDGET INFORMATION:

Reviewed: _____

[illegible]

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: August 28, 2018
SUBJECT: Consider Approval of Board Appointments

ATTACHMENTS:

Description

September Board Appointments

Upload Date

8/31/2018

Type

Cover Memo

MONTHLY BOARD APPOINTMENTS
September 4, 2018
COMMISSION MEETING

CHARLOTTE REGIONAL PARTNERSHIP BOARD

Chairman Greg Edds has applied for reappointment to the Charlotte Regional Partnership Board. If reappointed, Mr. Edds will serve a 1-year term beginning September 4, 2018, and ending August 31, 2019.

EAST GOLD HILL VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Tony Trexler has applied for reappointment to the East Gold Hill Volunteer Fire Department Fire Commissioners Board. If reappointed, Mr. Trexler will serve a 2-year term beginning September 4, 2018, and ending July 31, 2020.

Jerry Hill has applied for reappointment to the East Gold Hill Volunteer Fire Department Fire Commissioners Board. If reappointed, Mr. Trexler will serve a 2-year term beginning September 4, 2018, and ending July 31, 2020.

GRANITE QUARRY PLANNING ETJ

Michelle Reid has applied to fill an At-Large vacancy in the extra territorial jurisdiction for the Granite Quarry Planning Board. If appointed, Ms. Reid will serve a 3-year term beginning September 4, 2018, and ending July 31, 2021.

GRANITE QUARRY ZONING ETJ

Gregory Lowe has applied to fill an At-Large vacancy in the extra territorial jurisdiction for the Granite Quarry Zoning Board. If appointed, Mr. Lowe will serve a 3-year term beginning September 4, 2018, and ending July 31, 2021.

ROWAN TRANSIT SYSTEM ADVISORY COMMITTEE

George W. Benson has applied to fill the At-Large vacancy on the Rowan Transit Advisory Committee. If appointed, Mr. Benson would serve a 3-year term beginning September 4, 2018, and ending August 31, 2021.

SALISBURY-ROWAN ECONOMIC DEVELOPMENT COMMISSION

Shawn Adelsberger has resigned from the Salisbury-Rowan Economic Development Commission and Timothy Malcolm Proper has applied to fill the vacancy. If appointed, Mr. Proper will serve the remainder of Mr. Adelsberger's term. The term will expire December 31, 2018, after which Mr. Proper will be eligible for reappointment for 2 full terms.

TOURISM DEVELOPMENT AUTHORITY

Paul Hall has resigned from the Tourism Development Authority and Don Bringle has applied to fill the vacancy. If appointed, Mr. Bringle will serve the remainder of Mr. Hall's term. The term will expire June 30, 2019, after which Mr. Bringle will be eligible for reappointment for 2 full terms.

CURRENT AND/OR UPCOMING VACANCIES:

- Adult Care Home Advisory Committee- 10 vacancies (At Large Appointment)
- 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)

- Historic Landmarks Commission- 1 vacancy (1 At Large Appointment)
- Home and Community Care Block Grant Advisory Committee- 1 vacancy (Member of the Region F Advisory Committee Appointment)
- Industrial Facilities and Pollution Control Finance Authority- 2 vacancies (At Large Appointments)
- Juvenile Crime Prevention Council- 3 vacancies (1 Chief of Police/Designee, 1 Substance Abuse Professional, and 1 Non-Profit Agency Appointment)
- Nursing Home Advisory Committee-5 vacancies (At Large Appointments)
- Planning Board- 1 vacancy (At Large Appointment)
- Town of Faith Planning ETJ-2 vacancies (1 At Large, and 1 Alternate Appointment)
- Town of Faith Zoning ETJ- 1 vacancy (At Large Appointment)
- Town of Spencer Planning and Zoning Board of Adjustment ETJ-1 vacancy (Alternate Appointment)

Appointment Process

Interested individuals should obtain and submit an application to the County Manager's Office for consideration by the Board of Commissioners. Typically, applications are submitted to the Board during the first commission meeting in the month and must be received by the Clerk to the Board by 5pm the second Friday prior to the meeting. Please feel free to contact the Clerk to the Board at 704-216-8180 with any questions.

After the Commission meeting all applicants are notified of the Board's decision.

THIS APPLICATION IS PUBLIC RECORD

All fields with (*) must be completed for successful submission.

You must enter a valid email address. You will receive a copy of your application by email upon successful completion.

First Name:*

Tony

Middle Name:

Eugene

Last Name:*

Trexler

Date:*

8/27/18

Address:*

12960 Hwy 52

City:*

Gold Hill

State:*

NC

Zip Code:*

28071

County of Residence*

Rowan

Home Phone

704-239-8154

Email Address*

~~xxxxxx~~

GoldhillFire46@yahoo.com

Work Phone

None

Education:

Rowan Co. Schools

Current Employer:

disabled

Occupation:

—

I am interested in the following Board/Commission:*

—

Recent Community Activities:*

Former member of Gold Hill VFD

Why do you feel you are qualified for this appointment:*

As a former member of Gold Hill VFD I feel I could be an asset

Have you ever been convicted of a felony?:*

☐ Yes

☒ 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*

JET

Submit

Appointment Process

Interested individuals should obtain and submit an application to the County Manager's Office for consideration by the Board of Commissioners. Typically, applications are submitted to the Board during the first commission meeting in the month and must be received by the Clerk to the Board by 5pm the second Friday prior to the meeting. Please feel free to contact the Clerk to the Board at 704-216-8180 with any questions.

After the Commission meeting all applicants are notified of the Board's decision.

THIS APPLICATION IS PUBLIC RECORD

All fields with (*) must be completed for successful submission.

You must enter a valid email address. You will receive a copy of your application by email upon successful completion.

First Name:*

Jerry

Middle Name:

Ray

Last Name:*

Hill

Date:*

8/27/18

Address:*

18255 Old Beatty Ford Rd

City:*

Gold Hill

State:*

NC

Zip Code:*

28071

County of Residence*

Rowan

Home Phone

704-279-4285

Email Address*

hill01@windstream.net

Work Phone

retired

Education:

Graduate of ERHS

Current Employer:

retired

Occupation:

former mechanic

I am interested in the following Board/Commission:*

—

Recent Community Activities:*

member Gold Hill VFD 20+ years
active member St. Stephens Lutheran Church

Why do you feel you are qualified for this appointment:*

feel my years of service would be an asset to my serving in this capacity.

Have you ever been convicted of a felony?:*

☐ Yes

☒ 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*

J R H

Submit



August 28, 2018

Rowan County Board of Commissioners
130 W. Innes Street
Salisbury, NC 28144

Re: Appointment of New Planning Board ETJ Member

Dear Commissioners,

The Granite Quarry Board of Aldermen would like to appoint Michelle Reid of 298 Irby Lane to our Planning Board as member in the Extra Territorial Jurisdiction.

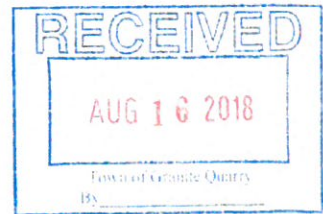
During your next County Board of Commissioners meeting, please accept Michelle Reid to our Planning Board as an ETJ Representative.

Ms. Reid will fill a vacant position that will expire July 31, 2021.

Thank you for your consideration and prompt attention to this matter.

Sincerely,


William D. Feather, Mayor



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****

NAME: Michelle Reid	DATE: 8/16/18
ADDRESS: 298 Irby Lane	HOME AND/OR CELL PHONE: 704-279-0806
CITY, STATE, ZIP: Salisbury, NC 28146	COUNTY OF RESIDENCE: Rowan
EMAIL ADDRESS: reidm62@yahoo.com	WORK PHONE:
EDUCATION: B.S. Dental Hygiene	
CURRENT EMPLOYER: Stanly Co. Dental	OCCUPATION: Dental Hygienist
I AM INTERESTED IN THE FOLLOWING BOARD/COMMISSION: Granite Quarry Planning Board	
RECENT COMMUNITY ACTIVITIES: I am associated with the Geneva Olgesby Community Center in Granite Quarry. I work with Ebenezer Church as a women team leader.	
WHY DO YOU FEEL YOU ARE QUALIFIED FOR THIS APPOINTMENT? (ATTACH ADDITIONAL SHEETS IF NEEDED) I am interested in my community and the effects of new industry and the recruitment of new companies to Granite Quarry. I have a vested interest for the good of this community.	
HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES ___ NO <u>X</u>	
IF THE ANSWER IS YES ABOVE, PLEASE EXPLAIN (ATTACH ADDITIONAL SHEET IF NECESSARY):	
I have reviewed the information contained in this application, and by signing below certify that the information is true and correct.	
 Applicant Signature	



August 28, 2018

Rowan County Board of Commissioners
130 W. Innes Street
Salisbury, NC 28144

Re: Appointment of New Zoning Board of Adjustments ETJ Member

Dear Commissioners,

The Granite Quarry Board of Aldermen would like to appoint Greg Lowe of 780 White Rock Avenue to our Zoning Board of Adjustments as member in the Extra Territorial Jurisdiction.

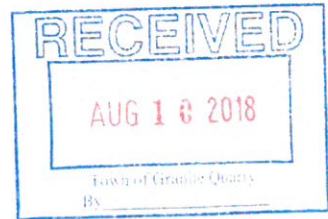
During your next County Board of Commissioners meeting, please accept Greg Lowe to our Zoning Board of Adjustments as an ETJ Representative.

Mr. Lowe will fill a vacant position that will expire July 31, 2021.

Thank you for your consideration and prompt attention to this matter.

Sincerely,


William D. Feather, Mayor



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****

NAME: Gregory Lowe	DATE: 8-10-2018
ADDRESS: 780 White Rock Ave.	HOME AND/OR CELL PHONE: 704 209 3410
CITY, STATE, ZIP: Salisbury N.C. 28146	COUNTY OF RESIDENCE: Rowan
EMAIL ADDRESS: greglowe40@hotmail.com	WORK PHONE: NA
EDUCATION: BS degree WCU cullowhee N.C.	
CURRENT EMPLOYER: retired school Teacher	OCCUPATION: Retired
I AM INTERESTED IN THE FOLLOWING BOARD/COMMISSION: Zoning Board Granite Quarry N.C.	
RECENT COMMUNITY ACTIVITIES:	
WHY DO YOU FEEL YOU ARE QUALIFIED FOR THIS APPOINTMENT? (ATTACH ADDITIONAL SHEETS IF NEEDED) I have worked with the planning Board for several years.	
HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> NO (OFFS)	
IF THE ANSWER IS YES ABOVE, PLEASE EXPLAIN (ATTACH ADDITIONAL SHEET IF NECESSARY): (NA)	
I have reviewed the information contained in this application, and by signing below certify that the information is true and correct.	
 Applicant Signature	



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****

<u>Name:</u> George W Benson	<u>Date:</u> 08/06/2018
<u>Address:</u> 100 W. Corriher Ave., Apt. 1	<u>Home Phone:</u> 704-245-5900
<u>City, State, Zip:</u> Salisbury, NC 28144	<u>County of Residence:</u> Rowan
<u>Email:</u> georgewbenson50@gmail.com	<u>Work Phone:</u>
<u>Education:</u> AAS Business Administration AAS Electronic Data Processing	
<u>Current Employer:</u> Retired	<u>Occupation:</u> retired
<u>I am interested in the following Board / Commission:</u> Rowan Transit Advisory Board	
<u>Recent Community Activities:</u> involved in civic affairs. involved in senior citizens activities involved in ADA activities	
<u>Why do you feel you are qualified for this appointment:</u> In have over 40 years experience in Business, Transportation. and Logistics. I am a senior citizen with mobility challenges so I feel I can relate several points of view.	

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: GWB

To: Rod Crider and Bryan Overcash

Date: 5/23/18

Re: Shawn Adelsberger resignation

Gentleman,

It is with regret that I must resign immediately from my Board of Directors position with RowanWorks EDC. It has been a pleasure working with you gentleman, the team, and the community to make Rowan County more viable. I have been presented with a fabulous new opportunity that benefits my family personally and professionally. Although I will be initially doing dual residency, with the family staying here locally, I will be traveling all in week days and not able to fulfill my commitment any further. Please feel free to reach out with any questions.

Regards,

Shawn Adelsberger



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****

<u>Name:</u> Timothy Malcolm Proper	<u>Date:</u> 08/01/2018
<u>Address:</u> 315 W Horah Street	<u>Home Phone:</u>
<u>City, State, Zip:</u> Salisbury , NC 28144	<u>County of Residence:</u> ROWAN
<u>Email:</u> Tproper@fmbnc.com	<u>Work Phone:</u> 704-762-2253
<u>Education:</u> B.S. in Finance - State University of NY at Geneseo ABA Stonier Graduate School of Banking	
<u>Current Employer:</u> F&M Bank	<u>Occupation:</u> Commercial Lending Manager
<u>I am interested in the following Board / Commission:</u> Economic Development	
<u>Recent Community Activities:</u> Treasurer - Downtown Salisbury, Inc. - 2015 to Present Salisbury Rotary Club Member - 2004 to Present Historic Salisbury Foundation Fundraising Committee Volunteer Board Member Piedmont Players Theatre - 2013 to Present. Served as Board President in 2016 - 2017	

Board Member Waterworks Visual Arts Center - 2005 - 2010. Served as Board President in 2009 - 2010

Why do you feel you are qualified for this appointment:

Experience in financial analysis, budgeting, forecasting, fundraising, and business development.
Have made Rowan County my home since 2004 and keenly interested in the success of our community.

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: TMP



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****

<u>Name:</u> Don Elwood Bringle	<u>Date:</u> 08/20/2018
<u>Address:</u> 310 Park Street	<u>Home Phone:</u> 7048573341
<u>City, State, Zip:</u> China Grove, NC 28023	<u>County of Residence:</u> Rowan
<u>Email:</u> don.bringle@rowancountync.gov	<u>Work Phone:</u> 7043266070
<u>Education:</u> N.C. State, BOS degree	
<u>Current Employer:</u> Rowan County	<u>Occupation:</u> Director of Facilities and Parks
<u>I am interested in the following Board / Commission:</u> I am requesting to be considered for the Tourism Board vacancy. I have served on this board in the past and wish to serve again. Managing the 5 county parks and working with James Meacham with tourism can be beneficial to our partnership.	
<u>Recent Community Activities:</u> Past Mayor of China Grove, serve on JCPC Board,	
<u>Why do you feel you are qualified for this appointment:</u> I have served on this board in the past.	
<u>Have you ever been convicted of a felony:</u> No	
<u>If the answer is yes above, please explain:</u>	
<u>I have reviewed the information contained in this application, and by initialing below certify that the</u>	

information is true and correct.

Initial: DEB

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: John Brindle, Register of Deeds
DATE: August 24, 2018
SUBJECT: Update From Register of Deeds Office

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: Finance Department
DATE: August 28, 2018
SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description

Budget Amendments

Upload Date

8/28/2018

Type

Budget Amendment

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
DENTAL EDUCATIONAL SUPPLIES	E	1155228-561015-52428	1,000	
DENTAL MEDICAL SUPPLIES	E	1155228-561045-52428	48,000	
DENTAL OFFICE SUPPLIES	E	1155228-561005-52428	3,000	
DENTAL REPAIR & MAINTENANCE	E	1155228-543015-52428	2,000	
DENTAL TRAINING	E	1155228-559000-52428	1,200	
DENTAL TRAVEL	E	1155228-558000-52428	2,800	
DENTAL ADVERTISING	E	1155228-554000-52428	8,000	
DENTAL C/A MEDICAL EQUIPMENT	E	1155228-575015-52428	16,590	
DENTAL F/A FURN & EQUIPMENT	E	1155228-576030-52428	2,674	
DENTAL RESTRICTED LOCAL GRANT	R	11452286-464099-52428	85,264	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: <u>X</u>		Approved: _____	Budget Revision #	<u>02-306</u>
Disapproved: _____		Disapproved: _____	Date Posted:	_____
Amended: _____		Amended: _____	Group Number:	_____
Date: <u>8-15</u>		Date: _____	Posted by:	_____
Signature: <u>[Signature]</u>		Signature: _____	Approved by:	_____

GENERAL CONTRACT COVER

This contract is hereby entered into by and between the North Carolina Department of Health and Human Services, Central Management and Support - Office of Rural Health (the "Division") and County of Rowan, Rowan County Health Department (the "Contractor") (referred to collectively as the "Parties").

1. Contract Documents:

This contract consists of the following documents, which are incorporated herein by reference:

- (a) This contract cover
- (b) The General Terms and Conditions
- (c) Scope of Work
- (d) Performance Measures Chart
- (e) The Line Item Budget
- (f) State Certification

Incorporated By Reference

The following documents are reference materials and are available by going to the following website, Open Window
(http://dhhsopenwindow.nc.gov/index.aspx?pid=doc_ReferenceDocuments).

- (a) Travel: Policies Governing Travel Related Expenses for Contractors
- (b) General Statutes G.S.143C6 NonState Entities Receiving State Funds
- (c) Subchapter 03M Uniform Administration of State Grants

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 the contract document section, 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, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions.

4. Contractor's Duties:

The Contractor shall provide the services as described in the scope of work and in accordance with the approved budget.

5. Division's Duties:

The Division shall pay the Contractor in the manner and in the amounts specified in the contract documents. The total amount paid by the Division to the Contractor under this contract shall not exceed \$85,264. This amount consists of \$85,264 in State funds, \$0 in Local funds, \$0 in Other funds and \$0 in Federal funds.

The total contract amount is \$85,264.

Approved by: _____

ROWAN COUNTY
PUBLIC HEALTH
Prevent. Promote. Protect.
Be an original.

Rowan County Health Department
1811 East Innes Street - Salisbury, NC 28146-6030

July 18, 2018

Memo

From: Charles Drake, Local Health Administrative Services Manager

To: Finance Department

The requested BA is to decrease the revenue for WIC Breastfeeding Peer Counselor per the state agreement. The funds being transferred are from an unfilled nutrition position.

Kind Regards,



Charles Drake
Local Health Administrative Services Manager

To: Rowan County Board of Commissioners

From: Nina Oliver, Health Director, Shanelle Wilkey, WIC Director

Date: 8/14/18

Re: WIC Agreement Addendum FY 18-19: Breastfeeding Peer Counselor Program

Situation:

Rowan County Health Dept./WIC Program received the WIC Agreement Addendum for the Breastfeeding Peer Counselor Program for FY 18-19.

Background:

A goal of the Women's and Children's Health Section is to increase the proportion of North Carolina mothers who initiate breastfeeding to 81.9% and who breastfeed their infants at 6 months to 60.6%. Breastfeeding promotion and support is an integral part of the WIC Program and North Carolina WIC Programs strive to increase the incidence and duration of breastfeeding among women enrolled in the Program. One of the most effective methods for supporting breastfeeding is the use of breastfeeding peer counselors. North Carolina receives special funding from the United States Department of Agriculture (USDA) to build and sustain Breastfeeding Peer Counselor (BFPC) Programs in the Local Health Department.

Assessment:

The projected estimated budget for the period July 1, 2018-June 30, 2019 was \$25,688 based off of the previous FY. The actual funding received was \$23,850 which was a decrease of \$1,838 in funding for FY 18-19.

Recommendation:

The Rowan County Health Department/WIC Program recommends that the Rowan County Board of Health accept this budget reduction of \$1,838 for FY 18-19.

Activity 416	AA	13A2 570A JQ	13A2 570B JQ	13A2 570C JQ	Proposed Total	New Total
Service Period		06/01-09/30	06/01-05/31	06/01-05/31		
Payment Period		07/01-11/30	07/01-06/30	07/01-06/30		
01 Alamance	* 0	1,532	872	36,233	38,637	38,637
01 Albemarle	* 0	1,200	683	28,380	30,263	30,263
02 Alexander	* 0	317	181	7,502	8,000	8,000
04 Anson	* 0	317	181	7,502	8,000	8,000
02 Appalachian	* 0	574	327	13,569	14,470	14,470
07 Beaufort	* 0	502	286	11,879	12,667	12,667
09 Bladen	* 0	317	181	7,502	8,000	8,000
10 Brunswick	* 0	792	451	18,738	19,981	19,981
11 Buncombe	* 0	1,725	982	40,805	43,512	43,512
12 Burke	* 0	727	414	17,197	18,338	18,338
13 Cabarrus	* 0	1,300	738	30,716	32,754	32,754
14 Caldwell	* 0	567	323	13,420	14,310	14,310
16 Carteret	* 0	471	268	11,133	11,872	11,872
17 Caswell	* 0	317	181	7,502	8,000	8,000
18 Catawba	* 0	1,284	731	30,368	32,383	32,383
19 Chatham		0	0	0	0	0
20 Cherokee	* 0	317	181	7,502	8,000	8,000
22 Clay	* 0	317	181	7,502	8,000	8,000
23 Cleveland	* 0	1,063	605	25,149	26,817	26,817
24 Columbus	* 0	435	248	10,288	10,971	10,971
25 Craven	* 0	1,202	684	28,430	30,316	30,316
26 Cumberland	* 0	4,444	2,531	105,120	112,095	112,095
28 Dare	* 0	317	181	7,502	8,000	8,000
29 Davidson	* 0	1,196	681	28,281	30,158	30,158
30 Davie	* 0	326	185	7,704	8,215	8,215
31 Duplin	* 0	580	330	13,718	14,628	14,628
32 Durham		0	0	0	0	0
33 Edgecombe	* 0	473	269	11,183	11,925	11,925
34 Forsyth	* 0	3,507	1,997	82,953	88,457	88,457
35 Franklin	* 0	355	202	8,400	8,957	8,957
36 Gaston	* 0	1,500	851	35,438	37,789	37,789
38 Graham		0	0	0	0	0
03 Gran-Vance	* 0	788	449	18,638	19,875	19,875
40 Greene	* 0	317	181	7,502	8,000	8,000
41 Guilford	* 0	4,812	2,740	113,818	121,370	121,370
42 Halifax	* 0	544	310	12,873	13,727	13,727
43 Harnett	* 0	1,032	588	24,405	26,025	26,025
44 Haywood	* 0	536	305	12,674	13,515	13,515
45 Henderson	* 0	826	470	19,533	20,829	20,829
46 Hertford		0	0	0	0	0
47 Hoke	* 0	632	360	14,960	15,952	15,952
48 Hyde	* 0	317	181	7,502	8,000	8,000
49 Iredell	* 0	1,000	570	23,658	25,228	25,228
50 Jackson	* 0	317	181	7,505	8,003	8,003

51 Johnston	0	1,150	654	27,187	28,991	28,991
52 Jones	0	317	181	7,502	8,000	8,000
53 Lee	0	641	365	15,159	16,165	16,165
54 Lenoir	0	412	235	9,742	10,389	10,389
55 Lincoln	0	513	292	12,127	12,932	12,932
56 Macon	0	347	197	8,201	8,745	8,745
57 Madison	0	317	181	7,502	8,000	8,000
D4 M-T-W	0	424	242	10,040	10,706	10,706
60 Mecklenburg	0	7,636	4,348	180,618	192,602	192,602
62 Montgomery	0	317	181	7,502	8,000	8,000
63 Moore	0	578	329	13,668	14,575	14,575
64 Nash	0	960	547	22,714	24,221	24,221
65 New Hanover	0	1,267	722	29,970	31,959	31,959
66 Northampton	0	317	181	7,502	8,000	8,000
67 Onslow	0	2,910	1,657	68,837	73,404	73,404
68 Orange	0	0	0	0	0	0
69 Pamlico	0	317	181	7,502	8,000	8,000
71 Pender	0	481	274	11,382	12,137	12,137
73 Person	0	317	181	7,502	8,000	8,000
74 Pitt	0	1,420	809	33,599	35,828	35,828
76 Randolph	0	1,133	645	26,789	28,567	28,567
77 Richmond	0	540	308	12,773	13,621	13,621
78 Robeson	0	1,158	659	27,386	29,203	29,203
79 Rockingham	0	727	414	17,197	18,338	18,338
80 Rowan	0	946	538	22,366	23,850	23,850
D5 R-P-M	0	1,187	676	28,082	29,945	29,945
82 Sampson	0	752	428	17,793	18,973	18,973
83 Scotland	0	443	252	10,487	11,182	11,182
84 Stanly	0	506	288	11,978	12,772	12,772
85 Stokes	0	317	181	7,502	8,000	8,000
86 Surry	0	603	343	14,265	15,271	15,271
87 Swain	0	317	181	7,502	8,000	8,000
D6 Toe River	0	403	230	9,543	10,176	10,176
88 Transylvania	0	317	181	7,502	8,000	8,000
90 Union	0	1,165	662	27,535	29,362	29,362
92 Wake	0	6,928	3,945	163,868	174,741	174,741
93 Warren	0	317	181	7,502	8,000	8,000
96 Wayne	0	1,477	841	34,941	37,259	37,259
97 Wilkes	0	597	340	14,115	15,052	15,052
98 Wilson	0	849	483	20,080	21,412	21,412
99 Yadkin	0	328	187	7,755	8,270	8,270
Totals		80,746	45,980	1,909,901	2,036,627	2,036,627

Sign And Date - DPH Program Administrator	Sign And Date - DPH Chief
<i>[Signature]</i> 4/23/18	<i>[Signature]</i> 4/23/18
Sign And Date - DPH Contracts Office	Sign And Date - DPH Chief
<i>[Signature]</i> 4/23/18	<i>[Signature]</i> 4/23/18

PH 192
 4/23/18

4/23/2018

DEPARTMENTAL REQUEST FOR BUDGET ACTION

Prepared by: Lisa Bevis
Date: 08/23/18
Reviewed:

[illegible]



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program (HSGP)

CFDA #: 97.067

Fiscal Year 2017

Grant #: EMW-2017-SS-00085-S01

SUB AWARD NOTIFICATION

Frank Thomason
Rowan County
2727-E Old Concord Road
Salisbury, NC 28146-8388

Period of Performance: September 1, 2017 to February 28, 2020
Project Title(s): Credentialing (Salamander)
Total Amount of Award: \$9,000.00
MOA#: 1743

North Carolina Emergency Management is pleased to inform you that the federal Fiscal Year (FY) 2017 Homeland Security Grant Program (HSGP) investment justification project(s) has been approved for funding. In accordance with the provisions of FY 2017 HSGP award, North Carolina Emergency Management hereby awards to the foregoing sub-recipient a grant in the amount shown above. The CFDA number is 97.067 and North Carolina Emergency Management federal grant number is EMW-2017-SS-00085-S01.

Payment of Funds: The grant shall be effective upon final approval by North Carolina Emergency Management of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The sub-recipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Sub-recipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that sub-recipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the sub-recipient; and that all agencies involved with this project understand that federal funds are limited to a maximum 30-month period. Sub-recipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

Supplanting: The sub-recipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the sub-recipient will certify that the receipt of federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

Callion L. Maddox

Callion L. Maddox
Homeland Security Grants Branch Manager

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE

MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov



OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

The date on the first invoice associated with the TDA Railwalk Project is July 2018. This budget amendment carries forward the unspent budget from fiscal year 2018 and moves the fiscal year 2019 budget from a capital asset account because the asset will not be the County's.

Prepared by: _____

Date: _____

BUDGET INFORMATION:

Reviewed: _____

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Appropriated Fund Balance	R	1143390-495000	150,000	
TDA Railwalk Project	E	1154112-583110	350,000	
C/A - TDA Railwalk Project	E	1154112-574002		200,000
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: ✓ _____ Disapproved: _____ Amended: _____ Date: 8/15/68 Signature:		Approved: _____ Disapproved: _____ Amended: _____ Date: _____ Signature:	Budget Revision # 02-632 Date Posted: Group Number: Posted by: Approved by:	

Account Inquiry - Munis [Rowan County] ? X

HOME

Account Cancel Search Browse Query Builder Add Delete Global Print Text file PDF Excel Word Email Attach Notes Audit Detail Project Strings Months User Defined Fields Alerts* Totals Menu

Confirm Search Actions Output Office Tools

Account

Fund 1010 GEN FD Acct 1010-41-4100-4112-0000-0000-000-5-574002-

Org 1154112 GEN EXP Acct name C/A - TDA RAILWALK PROJECT Account Notes

Object 574002 CA-TDARAIL Type Expense Status Active

Project Rollup MultiYr Fund

4 Year Comparison GAAP w/Carry Forward History

Yr/Per 2018/13	Fiscal Year 2018	Fiscal Year 2017	Fiscal Year 2016	Fiscal Year 2019
Original Budget	00	00	00	200,000.00
Transfers In	350,000.00	00	00	00
Transfers Out	00	00	00	00
Revised Budget	350,000.00	00	00	200,000.00
Actual (Memo)	00	00	00	00
Encumbrances	00	00	00	00
Requisitions	00			00
Available	350,000.00	00	00	200,000.00
Percent used	00	00	00	00

DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]

DEPARTMENTAL REQUEST FOR BUDGET ACTION

To recognize reserved funds from FY 2018 for Register of Deeds. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Reviewed:

[illegible]

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To budget for financing proceeds and capital improvements for
Kannapolis City Schools

Prepared by: _____

Date: _____

BUDGET INFORMATION:

Reviewed: _____

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
OFS - Loan Proceeds	R	3248021-490020	1,300,000	
CIP - School Facilities	E	3258021-577086	1,300,000	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: _____ ✓		Approved: _____	Budget Revision # _____	
Disapproved: _____		Disapproved: _____	Date Posted: _____	
Amended: _____		Amended: _____	Group Number: _____	
Date: _____ 8/26/18		Date: _____	Posted by: _____	
Signature: P. Hendrick		Signature:	Approved 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: Carolyn Barger, Clerk to the Board
DATE: August 28, 2018
SUBJECT: Consider Approval of Board Appointments

ATTACHMENTS:

Description	Upload Date	Type
September Board Appointments	8/31/2018	Cover Memo

MONTHLY BOARD APPOINTMENTS
September 4, 2018
COMMISSION MEETING

CHARLOTTE REGIONAL PARTNERSHIP BOARD

Chairman Greg Edds has applied for reappointment to the Charlotte Regional Partnership Board. If reappointed, Mr. Edds will serve a 1-year term beginning September 4, 2018, and ending August 31, 2019.

EAST GOLD HILL VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Tony Trexler has applied for reappointment to the East Gold Hill Volunteer Fire Department Fire Commissioners Board. If reappointed, Mr. Trexler will serve a 2-year term beginning September 4, 2018, and ending July 31, 2020.

Jerry Hill has applied for reappointment to the East Gold Hill Volunteer Fire Department Fire Commissioners Board. If reappointed, Mr. Trexler will serve a 2-year term beginning September 4, 2018, and ending July 31, 2020.

GRANITE QUARRY PLANNING ETJ

Michelle Reid has applied to fill an At-Large vacancy in the extra territorial jurisdiction for the Granite Quarry Planning Board. If appointed, Ms. Reid will serve a 3-year term beginning September 4, 2018, and ending July 31, 2021.

GRANITE QUARRY ZONING ETJ

Gregory Lowe has applied to fill an At-Large vacancy in the extra territorial jurisdiction for the Granite Quarry Zoning Board. If appointed, Mr. Lowe will serve a 3-year term beginning September 4, 2018, and ending July 31, 2021.

ROWAN TRANSIT SYSTEM ADVISORY COMMITTEE

George W. Benson has applied to fill the At-Large vacancy on the Rowan Transit Advisory Committee. If appointed, Mr. Benson would serve a 3-year term beginning September 4, 2018, and ending August 31, 2021.

SALISBURY-ROWAN ECONOMIC DEVELOPMENT COMMISSION

Shawn Adelsberger has resigned from the Salisbury-Rowan Economic Development Commission and Timothy Malcolm Proper has applied to fill the vacancy. If appointed, Mr. Proper will serve the remainder of Mr. Adelsberger's term. The term will expire December 31, 2018, after which Mr. Proper will be eligible for reappointment for 2 full terms.

TOURISM DEVELOPMENT AUTHORITY

Paul Hall has resigned from the Tourism Development Authority and Don Bringle has applied to fill the vacancy. If appointed, Mr. Bringle will serve the remainder of Mr. Hall's term. The term will expire June 30, 2019, after which Mr. Bringle will be eligible for reappointment for 2 full terms.

CURRENT AND/OR UPCOMING VACANCIES:

- Adult Care Home Advisory Committee- 10 vacancies (At Large Appointment)
- 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)

- Historic Landmarks Commission- 1 vacancy (1 At Large Appointment)
- Home and Community Care Block Grant Advisory Committee- 1 vacancy (Member of the Region F Advisory Committee Appointment)
- Industrial Facilities and Pollution Control Finance Authority- 2 vacancies (At Large Appointments)
- Juvenile Crime Prevention Council- 3 vacancies (1 Chief of Police/Designee, 1 Substance Abuse Professional, and 1 Non-Profit Agency Appointment)
- Nursing Home Advisory Committee-5 vacancies (At Large Appointments)
- Planning Board- 1 vacancy (At Large Appointment)
- Town of Faith Planning ETJ-2 vacancies (1 At Large, and 1 Alternate Appointment)
- Town of Faith Zoning ETJ- 1 vacancy (At Large Appointment)
- Town of Spencer Planning and Zoning Board of Adjustment ETJ-1 vacancy (Alternate Appointment)

Appointment Process

Interested individuals should obtain and submit an application to the County Manager's Office for consideration by the Board of Commissioners. Typically, applications are submitted to the Board during the first commission meeting in the month and must be received by the Clerk to the Board by 5pm the second Friday prior to the meeting. Please feel free to contact the Clerk to the Board at 704-216-8180 with any questions.

After the Commission meeting all applicants are notified of the Board's decision.

THIS APPLICATION IS PUBLIC RECORD

All fields with (*) must be completed for successful submission.

You must enter a valid email address. You will receive a copy of your application by email upon successful completion.

First Name:*

Tony

Middle Name:

Eugene

Last Name:*

Trexler

Date:*

8/27/18

Address:*

12960 Hwy 52

City:*

Gold Hill

State:*

NC

Zip Code:*

28071

County of Residence*

Rowan

Home Phone

704-239-8154

Email Address*

~~xxxxxx~~

GoldhillFire46@yahoo.com

Work Phone

None

Education:

Rowan Co. Schools

Current Employer:

disabled

Occupation:

—

I am interested in the following Board/Commission:*

—

Recent Community Activities:*

Former member of Gold Hill VFD

Why do you feel you are qualified for this appointment:*

As a former member of Gold Hill VFD I feel I could be an asset

Have you ever been convicted of a felony?:*

☐ Yes

☒ 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*

JET

Submit

Appointment Process

Interested individuals should obtain and submit an application to the County Manager's Office for consideration by the Board of Commissioners. Typically, applications are submitted to the Board during the first commission meeting in the month and must be received by the Clerk to the Board by 5pm the second Friday prior to the meeting. Please feel free to contact the Clerk to the Board at 704-216-8180 with any questions.

After the Commission meeting all applicants are notified of the Board's decision.

THIS APPLICATION IS PUBLIC RECORD

All fields with (*) must be completed for successful submission.

You must enter a valid email address. You will receive a copy of your application by email upon successful completion.

First Name:*

Jerry

Middle Name:

Ray

Last Name:*

Hill

Date:*

8/27/18

Address:*

18255 Old Beatty Ford Rd

City:*

Gold Hill

State:*

NC

Zip Code:*

28071

County of Residence*

Rowan

Home Phone

704-279-4285

Email Address*

hill01@windstream.net

Work Phone

retired

Education:

Graduate of ERHS

Current Employer:

retired

Occupation:

former mechanic

I am interested in the following Board/Commission:*

—

Recent Community Activities:*

member Gold Hill VFD 20+ years
active member St. Stephens Lutheran Church

Why do you feel you are qualified for this appointment:*

feel my years of service would be an asset to my serving in this capacity.

Have you ever been convicted of a felony?:*

☐ Yes

☒ 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*

J R H

Submit



August 28, 2018

Rowan County Board of Commissioners
130 W. Innes Street
Salisbury, NC 28144

Re: Appointment of New Planning Board ETJ Member

Dear Commissioners,

The Granite Quarry Board of Aldermen would like to appoint Michelle Reid of 298 Irby Lane to our Planning Board as member in the Extra Territorial Jurisdiction.

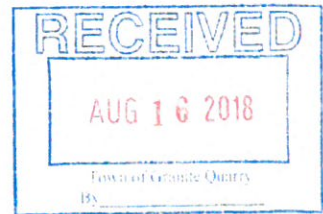
During your next County Board of Commissioners meeting, please accept Michelle Reid to our Planning Board as an ETJ Representative.

Ms. Reid will fill a vacant position that will expire July 31, 2021.

Thank you for your consideration and prompt attention to this matter.

Sincerely,


William D. Feather, Mayor



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****

NAME: Michelle Reid	DATE: 8/16/18
ADDRESS: 298 Irby Lane	HOME AND/OR CELL PHONE: 704-279-0806
CITY, STATE, ZIP: Salisbury, NC 28146	COUNTY OF RESIDENCE: Rowan
EMAIL ADDRESS: reidm62@yahoo.com	WORK PHONE:
EDUCATION: B.S. Dental Hygiene	
CURRENT EMPLOYER: Stanly Co. Dental	OCCUPATION: Dental Hygienist
I AM INTERESTED IN THE FOLLOWING BOARD/COMMISSION: Granite Quarry Planning Board	
RECENT COMMUNITY ACTIVITIES: I am associated with the Geneva Olgesby Community Center in Granite Quarry. I work with Ebenezer Church as a women team leader.	
WHY DO YOU FEEL YOU ARE QUALIFIED FOR THIS APPOINTMENT? (ATTACH ADDITIONAL SHEETS IF NEEDED) I am interested in my community and the effects of new industry and the re-entrance of new companies to Granite Quarry. I have a vested interest for the good of this community.	
HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES ___ NO <u>X</u>	
IF THE ANSWER IS YES ABOVE, PLEASE EXPLAIN (ATTACH ADDITIONAL SHEET IF NECESSARY):	
I have reviewed the information contained in this application, and by signing below certify that the information is true and correct.	
 Applicant Signature	



August 28, 2018

Rowan County Board of Commissioners
130 W. Innes Street
Salisbury, NC 28144

Re: Appointment of New Zoning Board of Adjustments ETJ Member

Dear Commissioners,

The Granite Quarry Board of Aldermen would like to appoint Greg Lowe of 780 White Rock Avenue to our Zoning Board of Adjustments as member in the Extra Territorial Jurisdiction.

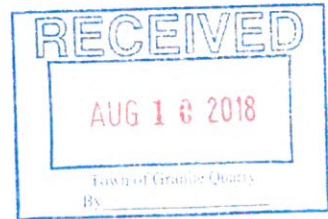
During your next County Board of Commissioners meeting, please accept Greg Lowe to our Zoning Board of Adjustments as an ETJ Representative.

Mr. Lowe will fill a vacant position that will expire July 31, 2021.

Thank you for your consideration and prompt attention to this matter.

Sincerely,


William D. Feather, Mayor



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****

NAME: Gregory Lowe	DATE: 8-10-2018
ADDRESS: 780 White Rock Ave.	HOME AND/OR CELL PHONE: 704 209 3410
CITY, STATE, ZIP: Salisbury N.C. 28146	COUNTY OF RESIDENCE: Rowan
EMAIL ADDRESS: greglowe40@hotmail.com	WORK PHONE: NA
EDUCATION: BS degree WCU cullowhee N.C.	
CURRENT EMPLOYER: retired school teacher	OCCUPATION: Retired
I AM INTERESTED IN THE FOLLOWING BOARD/COMMISSION: Zoning Board Granite Quarry N.C.	
RECENT COMMUNITY ACTIVITIES:	
WHY DO YOU FEEL YOU ARE QUALIFIED FOR THIS APPOINTMENT? (ATTACH ADDITIONAL SHEETS IF NEEDED) I have worked with the planning Board for several years.	
HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> NO (OFFS)	
IF THE ANSWER IS YES ABOVE, PLEASE EXPLAIN (ATTACH ADDITIONAL SHEET IF NECESSARY): (NA)	
I have reviewed the information contained in this application, and by signing below certify that the information is true and correct.	
 Applicant Signature	



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****

<u>Name:</u> George W Benson	<u>Date:</u> 08/06/2018
<u>Address:</u> 100 W. Corriher Ave., Apt. 1	<u>Home Phone:</u> 704-245-5900
<u>City, State, Zip:</u> Salisbury, NC 28144	<u>County of Residence:</u> Rowan
<u>Email:</u> georgewbenson50@gmail.com	<u>Work Phone:</u>
<u>Education:</u> AAS Business Administration AAS Electronic Data Processing	
<u>Current Employer:</u> Retired	<u>Occupation:</u> retired
<u>I am interested in the following Board / Commission:</u> Rowan Transit Advisory Board	
<u>Recent Community Activities:</u> involved in civic affairs. involved in senior citizens activities involved in ADA activities	
<u>Why do you feel you are qualified for this appointment:</u> In have over 40 years experience in Business, Transportation. and Logistics. I am a senior citizen with mobility challenges so I feel I can relate several points of view.	

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: GWB

To: Rod Crider and Bryan Overcash

Date: 5/23/18

Re: Shawn Adelsberger resignation

Gentleman,

It is with regret that I must resign immediately from my Board of Directors position with RowanWorks EDC. It has been a pleasure working with you gentleman, the team, and the community to make Rowan County more viable. I have been presented with a fabulous new opportunity that benefits my family personally and professionally. Although I will be initially doing dual residency, with the family staying here locally, I will be traveling all in week days and not able to fulfill my commitment any further. Please feel free to reach out with any questions.

Regards,

Shawn Adelsberger



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****

<u>Name:</u> Timothy Malcolm Proper	<u>Date:</u> 08/01/2018
<u>Address:</u> 315 W Horah Street	<u>Home Phone:</u>
<u>City, State, Zip:</u> Salisbury , NC 28144	<u>County of Residence:</u> ROWAN
<u>Email:</u> Tproper@fmbnc.com	<u>Work Phone:</u> 704-762-2253
<u>Education:</u> B.S. in Finance - State University of NY at Geneseo ABA Stonier Graduate School of Banking	
<u>Current Employer:</u> F&M Bank	<u>Occupation:</u> Commercial Lending Manager
<u>I am interested in the following Board / Commission:</u> Economic Development	
<u>Recent Community Activities:</u> Treasurer - Downtown Salisbury, Inc. - 2015 to Present Salisbury Rotary Club Member - 2004 to Present Historic Salisbury Foundation Fundraising Committee Volunteer Board Member Piedmont Players Theatre - 2013 to Present. Served as Board President in 2016 - 2017	

Board Member Waterworks Visual Arts Center - 2005 - 2010. Served as Board President in 2009 - 2010

Why do you feel you are qualified for this appointment:

Experience in financial analysis, budgeting, forecasting, fundraising, and business development.
Have made Rowan County my home since 2004 and keenly interested in the success of our community.

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: TMP



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****

<u>Name:</u> Don Elwood Bringle	<u>Date:</u> 08/20/2018
<u>Address:</u> 310 Park Street	<u>Home Phone:</u> 7048573341
<u>City, State, Zip:</u> China Grove, NC 28023	<u>County of Residence:</u> Rowan
<u>Email:</u> don.bringle@rowancountync.gov	<u>Work Phone:</u> 7043266070
<u>Education:</u> N.C. State, BOS degree	
<u>Current Employer:</u> Rowan County	<u>Occupation:</u> Director of Facilities and Parks
<u>I am interested in the following Board / Commission:</u> I am requesting to be considered for the Tourism Board vacancy. I have served on this board in the past and wish to serve again. Managing the 5 county parks and working with James Meacham with tourism can be beneficial to our partnership.	
<u>Recent Community Activities:</u> Past Mayor of China Grove, serve on JCPC Board,	
<u>Why do you feel you are qualified for this appointment:</u> I have served on this board in the past.	
<u>Have you ever been convicted of a felony:</u> No	
<u>If the answer is yes above, please explain:</u>	
<u>I have reviewed the information contained in this application, and by initialing below certify that the</u>	

information is true and correct.

Initial: DEB