



ROWAN COUNTY COMMISSION AGENDA

July 18, 2022 - 6:00 PM

J. Newton Cohen, Sr. Room

J. Newton Cohen, Sr. Rowan County Administration Building

130 West Innes Street, Salisbury, NC 28144

Join from a PC, Mac, iPad, iPhone or Android device:

<https://bit.ly/rowanboc6pm>

Password: 028144

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Webinar ID: 976 9368 1450

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Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Consider Approval of the June 20, 2022 Minutes

1 Consider Approval of Consent Agenda

- A. Ratify and Approve Proclamation Honoring Dr. Jimmy R. Jenkins
- B. Spectrum Right of Entry - Install Hangar T20
- C. Grant Agreement with City of Concord
- D. Grant Agreement: 5310 Rural State Enhanced Mobility of Seniors &

Individuals with Disabilities Program

- E. QBS Exemption for Golder Associates NC
- F. Request for Public Hearing for 'Project Finishing'
- G. Rowan County ADA Contracts
- H. ATT Access Agreement - 3830 Airport Loop
- I. Tax Refunds for Approval
- J. Contract with Carolina Women's Health
- K. Authorize County Manager to Sign 022 Principal Expense Report Form – Zero Expense Short Form
- L. Endangered Species COVID-19 Relief Reimbursement
- M. Sole-Source Tyler Technologies EnerGov
- N. FY23-5311 Community Transportation Rural Formula Grant
- O. NCDOT: 5310 ARPA Transportation Grant Agreement
- P. Renewal Services for Zoom Phone
- Q. Emergency Services Fee Schedule Update
- R. Purchase of 2 Vans for Inmate Transportation
- S. Northwoods Consulting Partners, Inc. for DSS
- T. Sole-Source Purchases
- U. Rowan Transit Grant Agreement: 5311 ARP Operating Funds
- V. Blue Cross Blue Shield of NC Amendment and Contract
- W. Purchase of Caterpillar 826 Articulated Trash Compactor
- X. Contract with Genesis – A New Beginning for DSS
- Y. Contract with Children's Homes of Iredell County, Inc. for DSS
- Z. Contract with Florence Crittenton Services, Inc. for DSS
- AA. Contract with Church of God Children's Home of NC, Inc. for DSS
- AB. Contract with Rae's Playze Adult Day Care Center for DSS
- AC. Contract with Primary Care Solutions for DSS
- AD. Contract with Youth Focus for DSS
- AE. Contract with Lutheran Family Services for DSS
- AF. Veterans Pay Benefit for Employees
- AG. Revised Policy 9.21 Drug and Alcohol Testing of DOT-Regulated Employees
- AH. Environmental Management A/R Write Off
- AI. Reclassification of Peer Support Specialist Position
- AJ. Approve 4.2% Increase in Water Fees for the Northeast Water System

2 Public Comment Period

3 Road Name Change-Public Hearing

4 PE 02-22: Richard Jackson

5 Consider PE 03-22

- 6 Selection of NCACC Voting Delegate
- 7 Financial Reports
- 8 Budget Amendments
- 9 Consider Approval of Board Appointments
- 10 Adjournment

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE:
SUBJECT: Consider Approval of the June 20, 2022 Minutes

ATTACHMENTS:

Description

June 20, 2022

Upload Date

7/11/2022

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 704-216-8181 • Fax 704-216-8195

MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

June 20, 2022 – 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
Craig Pierce, Member
Judy Klusman, Member

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

- Chairman Edds added a Closed Session as agenda item #13a (the purpose was in accordance with North Carolina General Statute 143-318.11(a)(2) to prevent the premature disclosure of an honorary action/recognition).

Chairman Edds said there were several requested changes for the agenda. The changes were as follows:

- Agenda item #5 (Public Hearing: Harold Street Road Closure) was moved to item #3a in the order of discussion.
- Agenda item #8 (Consider PE 01-22: Dragon Boat Festival) was moved to item #3b in the order of discussion.
- Agenda item #10 (SNIA 03-22: Teramore Development) was deleted from the agenda.

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

CONSIDER DELETIONS FROM THE AGENDA

Agenda item #10 was deleted from the agenda (see above).

CONSIDER APPROVAL OF THE AGENDA

See approval of the amended agenda above.

CONSIDER APPROVAL OF THE MINUTES

Commissioner Klusman moved, Commissioner Caskey seconded and the vote to approve the minutes of the June 6, 2022 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. Bright Ideas Grant
- B. Ambulance Franchise Agreement
- C. Tax Refunds for Approval
- D. MOU between Rowan County Sheriff Office and Rowan-Cabarrus Community College
- E. Contract - Boys & Girls Homes of NC, Inc. for DSS
- F. Contract – Echelon Consulting for DSS
- G. Contract – Habilitation Center, LLC dba Millcreek of Arkansas for DSS
- H. Contract – Miracle Houses, Inc. for DSS
- I. Resolution to Support Establishment of a Rowan County Veterans Treatment Court
- J. Contract – Nazareth Child and Family Connection for DSS
- K. Contract – Thompson Child and Family Focus for DSS
- L. Golder Associates NC, Inc - Environmental Consulting Agreement
- M. Adoption of ZTA 01-22
- N. Schedule Public Hearing for July 18, 2022: Road Name Change
- O. Contract with Crossnore School & Children's Home for DSS
- P. Contract with American Children's Home for DSS
- Q. Contract with Pay Tel Communications for Inmate Communications System
- R. Contracts for Liability and Property Pool and Workers' Compensation Pool
- S. Fireworks Display; Bible Missionary Church
- T. HCCBG Funding Plan for FY 2022-23
- U. RCCC - Power Panel Install Request
- V. Baptist Children's Home of NC
- W. Contract - The Relatives, Inc. for DSS
- X. Contract - The Masonic Home for Children at Oxford Inc. for DSS
- Y. Contract - Bayada Home Health Care, Inc for DSS
- Z. Contract - Northwoods Consulting Partners, Inc. for DSS
- AA. Contract - Monarch for DSS
- AB. Contract - Youth Haven Services, LLC for DSS

- AC. Contract - Timber Ridge Treatment Center for DSS
- AD. Contract - Carolina Family Connections for DSS
- AE. Library ERate Vendor Award for Cat2 Wireless Equipment
- AF. Rowan Transit FY24 Transportation Grant Documents

2. SPECIAL RECOGNITION

SOUTH ROWAN VARSITY BASEBALL 2022 STATE CHAMPIONS

Chairman Edds asked the Commissioners to join him in front of the dais as they welcomed and congratulated the South Rowan Varsity Baseball Team (Team), the coaches and the school administration on the recent State Championship title.

Chairman Edds asked Head Coach Thad Chrismon and Principal Jordan Baker to join the Board in front of the dais.

Chairman Edds continued by reading the following Proclamation and presenting a framed copy to Coach Chrismon. A round of applause followed the presentation.

WHEREAS, the South Rowan High School Varsity Baseball Team, under Head Coach Thad Chrismon and Assistant Coaches Austin Chrismon, Brandon White, Grayson Miller and Parker Hubbard, is hereby recognized and honored for their 2022 victorious baseball season: *and*

WHEREAS, by their extraordinary efforts, the following members of this dynamic and talented team is to be congratulated for their remarkable and triumphant season: Coleman Overcash, Cole Thomas, Kane Kepley, Finch McMillin, Gabe Dial, Nathan Chrismon, Brooks Hubbard, Ty Hubbard, Haiden Leffew, JD James, Colton Fisher, Carson Crainshaw, Aaron Jones, Chandler Oddie, Logan Ballard, Jacob Ritchie, Brett Morris, Connor Coy and Hunter Alexander; *and*

WHEREAS, due to the hard work, dedication, and their exceptional chemistry, this outstanding group of Raiders made school history by claiming the 3A State Championship title on June 4, 2022, the first-ever team state championship earned in South Rowan High School's 61-year history; *and*

WHEREAS, the individual contributions from each team member was crucial to the successful season; and the tremendous commitment and excellent performance of these young Rowan County men, along with their coaching staff, have proven to be a source of admiration and inspiration to the citizens of Rowan County.

NOW, THEREFORE BE IT PROCLAIMED, that the Rowan County Board of Commissioners does hereby honor and congratulate the South Rowan High School 2022 Varsity Baseball Team and Coaching Staff for their incredible achievements and commends them for their display of sportsmanship and leadership as they represented Rowan County.

Chairman Edds noted the Team had an impressive overall combined GPA of 3.9 and another round of applause followed the announcement.

Chairman Edds and Coach Chrismon shared in announcing the names of each senior member of the Team and where each would be attending college in the fall.

Coach Chrismon thanked the South Rowan administration, as well as the Team parents, South Rowan, and Rowan County communities for their support. Coach Chrismon praised the Team members for being such good students/volunteers in the community and he also provided highlights of the Team's season.

Each Team member was then called forward to be presented with the Proclamation and for group photos. Coach Chrismon also acknowledged the junior members of the team in attendance. Additional applause followed the presentation to each player.

3. PUBLIC COMMENT PERIOD

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

- Ted Fuller inquired as to the status of agenda item #10. Chairman Edds responded the Board had deleted the item from the agenda because the Board was undecided as to whether to approve or deny the request. Mr. Fuller felt Dollar General did not care about the citizens/County and he hoped the Board would not approve the request.
- Corinne Mauldin highlighted the Winterfest event held in Spencer. Ms. Mauldin asked the Board to consider providing funding for Winterfest. Ms. Mauldin provided a handout and discussed sponsorship opportunities.

With no one else coming forward, Chairman Edds closed the Public Comment Period.

4. PUBLIC HEARING FOR Z 04-22: RED ROCK DEVELOPMENT LLC

Assistant Planning Director Shane Stewart presented the staff report for Z 04-22. Mr. Stewart also provided a power point as he reviewed the request from Red Rock Developments, LLC (RRD) for the rezoning of approximately 384 acres located along the 1700-2300 block of Long Ferry Road, Salisbury from Rural Agricultural (RA) and Rural Agricultural with an Agricultural Overlay (RA-AO) to Commercial Business Industrial with a Conditional District (CBI-CD).

The parcels were as follows:

| Owner | Parcel ID | Acreage Current | Zoning |
|-------------------------|------------------|------------------------|---------------|
| Anne Carlton et al. | 603-113 | 23.40 | RA-AO |
| Anne Carlton et al. | 603-112 | 82.50 | RA-AO |
| Nancy Carlton et al. | 603-045 | 22.51 | RA |
| Nancy Carlton et al. | 603-118 | 112.27 | RA |
| Kern Carlton Farms LLC. | 603-116 | 89.77 | RA |
| Kern Carlton Farms LLC. | 603-114 | 53.12 | RA |

RRD proposed a speculative industrial development consisting of six (6) buildings likely to commence as shell buildings where the slab and structure would be initially constructed and receive a subsequent upfit once a tenant was identified. With few exceptions, the proposed use list was permitted by right in the CBI district (Section 21-113 of the Zoning Ordinance).

Mr. Stewart highlighted the plan in the staff report in great detail, including the proposed buffering, and explained that six (6) of the existing parcels would be reconfigured for the proposed buildings, five (5) of which would have frontage along Long Ferry Road. The remaining parcel for Building C would be served by a 60' private easement.

Using the power point, Mr. Stewart discussed the conformity with adopted plans and policies; consistency with the districts purpose and intent; compatibility of uses, conditions in the vicinity.

Mr. Stewart discussed at length the potential impacts on roads. On February 3, 2022, the North Carolina Department of Transportation (DOT) approved the TIA findings and required the following improvements along the corridor:

- Install three (3) traffic signals on Long Ferry Road at the intersections with I-85 southbound ramp, northbound ramp, and Front Creek Road/Willow Creek Road;
- A fourth traffic signal may be required at the driveway for Buildings A and D at the discretion of the DOT;
- Addition and extension of various right and left turn lanes along Long Ferry Road, Front Creek Road and the I-85 ramps.

The improvements were a condition of the driveway permit(s) enforced by DOT. According to surveying and engineering information, the developer indicated sufficient public right of way was available to accommodate the proposed road improvements. The Congestion Management section of the DOT stated the TIA indicated the development would consume available capacity of the Road and additional future development may exceed capacity resulting in the need to widen the Road. Mr. Stewart noted the existing Long Ferry Road bridge over I-85 was approximately 41' wide exclusive of shoulders and supported one (1) travel lane each for west and eastbound traffic and portions of northbound and southbound turn lane tapers. Additional lanes needed beyond the above required by the DOT would require a new bridge over I-85.

The County recently selected a consultant to perform a corridor study for Long Ferry Road between North Salisbury Avenue (US 29) in Spencer and Leonard Road just east of the development. The study was charged with evaluating existing vehicular and truck traffic with potential non-residential development along the corridor. Study goals include identifying and providing cost effective solutions to mitigate traffic impacts, provide a suggested road design(s) that fosters economic development and develop land use policies to preserve the corridor's integrity. Staff anticipates study completion in the fall of 2022.

Mr. Stewart reviewed the potential impacts to schools and utilities.

With regards to the procedural process, Mr. Stewart said the Board must develop a statement of consistency describing whether its actions were consistent with any adopted comprehensive plans and indicate why their action was reasonable and in the public interest.

Mr. Stewart said public notice was provided on June 8, 2022, when letters were mailed to area property owners and three (3) signs were posted on the property. On June 9, 2022, and June 16, 2022, notices were published in the Salisbury Post.

The Planning Board met on April 25, 2022, and conducted a courtesy hearing. Other than the applicant and property owners, no one spoke during the courtesy hearing. The Planning Board voted unanimously (6-0) to recommend approval subject to the six (6) conditions noted in the previous staff report and which had since been revised. The Planning Board adopted the following statement of reasonableness/consistency: "Z 04-22 is consistent with the East Area Land Use Plan and reasonable and appropriate based on the following: It encourages industrial usage along the I-85 corridor and with the Comprehensive Transportation plan of 1974 and 1999; and reasonable to present this request as a Conditional District as it limits the potential use of the property and with the conditions mutually agreed upon with the applicant."

Mr. Stewart said Staff had tweaked the Planning Board's Statement and recommended approval as follows:

"Z 04-22 is consistent with the East Area Land Use Plan and reasonable and appropriate based on the following:

- Industrial land uses are encouraged within the I-85 corridor;
- Project complies with the plan's encouraged use and extension of water / sewer utilities;
- Perimeter buffering and screening proposed;
- Fifty-foot stream buffers provided;
- 384-acre rezoning area borders a 172 acre area consisting of 85-ED-1 & 85-ED-2 districts to the west and a 585 acre IND zoned area to the north;
- Request complies with the CBI district's purpose and intent by utilizing public investment infrastructure to provide tax base and employment opportunities for the local and regional economies;
- This property is identified by the Rowan County Economic Development Council as one of the best industrial sites in the county; and
- The Conditional District ensures development will be limited to the approved plan."

One major benefit with the limited acreage was the opportunity provided by a conditional district request. Plans submitted addressed many staff comments but may incorporate others from the public or Board of Commissioners in the form of a condition of mutual agreement between the applicant and county. Staff would offer the following additional conditions for consideration (if approved):

1. Reserve twenty (20) feet along the south and north side of Long Ferry Road for future transportation needs;
2. Add gravel or grass paver connection suitable for fire access along with signage to denote emergency access only at the following three (3) locations:
 - 1) Employee parking driveway and west side truck parking access at Building A.
 - 2) Southeast truck parking drive for Building B to the truck parking drive on the west side of Building D.

3) Trailer parking for Buildings E and F;

3. Because of an error in the staff report and the power point, Staff recommended to eliminate SIC subgroups SIC 4221 – Farm Product Warehouse and Storage and 5159 – Farm Product Raw Materials; and

4. All uses must connect to the Northeast Rowan water system; and

5. Outdoor storage must be located behind a building or otherwise screened with an opaque fence or evergreen vegetation from adjoining properties and Long Ferry Road.

Commissioner Caskey asked about the screening that should go around the Hedrick property if the Hedrick's and RRD could not reach an agreement. Mr. Stewart displayed a map in the power point to show the property lines as he talked about the buffer requirements and/or possible fencing options.

Todd Ward, Sr. Vice President of Planning for RRD, came forward. Mr. Ward explained that tenants and/or the end users typically looked for a building in which they could be operational within 4-6 months. Mr. Ward said the shell buildings would be erected and then completed to the tenant's specs. Mr. Ward briefly discussed the background for RRD and the estimated of square footage of speculative space across the country.

Mr. Ward addressed the question posed earlier by Commissioner Caskey pertaining to the Hedrick property. Mr. Ward said RRD was continuing to talk with the landowner and RRD would not install a fence unless it was combined with some landscaping for aesthetic purposes for a better product.

Mr. Ward reported RRD conducted a community hearing where it had laid out the plans and answered questions.

Continuing, Mr. Ward said there were two (2) conditions presented by Mr. Stewart that he wished to address. The first concern related to the right-of way, which he noted RRD preferred to be 80' instead of 100'. The second concern pertained emergency access. Mr. Ward said RRD agreed it needed to work with the Fire Marshal to ensure there was adequate access for emergency access.

Richard Carlton came forward to address the Board at the request of the applicant and with the Chairman's approval. There were other members of the Carlton Family in attendance, as well. Mr. Carlton said the land had been in the family for a long time and was important to the family. Mr. Carlton said the family wanted to leave a good legacy with regards to what took place there. Mr. Carlton said the proposed buildings appeared to be a good fit and provide a lot of jobs. Mr. Carlton said studies had been performed to ensure safety and good traffic flow. Lastly, Mr. Carlton felt the project fit in with the County's plans and would create a nice-looking site with the advanced landscaping, etc. Mr. Carlton sought a favorable vote from the Board for the request.

Chairman Edds opened the public hearing to receive citizen input regarding Z 04-22. The following individual(s) came forward and/or spoke via Zoom:

- Megan Johnston addressed the Board via Zoom. Ms. Johnston said she had grown up in northern Rowan County along the Long Ferry Road area. Ms. Johnston said she had chosen to build a new home in the area, and she considered the area to be residential. Ms. Johnston expressed she had no interest in the area becoming industrialized. Ms. Johnston said there were already traffic concerns due to the Chewy facility. Ms. Johnston stated that for the area to support the business park would require changes, including relocating power lines.

Chairman Edds asked Mr. Ward if power lines would have to be relocated and Mr. Ward responded no.

- Leslie Poe Parker, of 1615 Long Ferry Road, came forward and stated the concerns of the Poe Family were the same concerns Ms. Johnston had mentioned. Ms. Poe said she could hear the noise from the Chewy plant and there was pollution from the trucking company in the area. Ms. Poe said her family had seven (7) adjacent lots along the road with some being residential and some undeveloped. Ms. Poe said her family was not interested in the area becoming industrialized.
- An unidentified member of the audience came forward and said she felt the project was a bad idea. The speaker said she and her husband worried about industrialization. The speaker said she and her husband had a 100-acre farm and were concerned about development coming up in the Town of Spencer, as well. The speaker agreed with the comments of Ms. Johnston and Ms. Poe.

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

Chairman Edds noted the project had not cropped up overnight and the County had publicly been through Duke's site readiness process. Chairman Edds also pointed out the land had been for sale for years. Chairman Edds continued by discussing the development happening in Rowan County and he pointed out the site was along the I-85 corridor. Chairman Edds said for the record that his family was moving to Long Ferry Road and the decisions being made for the area would also affect his family for the rest of their lives. Chairman Edds said he had known the site would be developed one day; however, his family made the decision to move near the end of Long Ferry Road anyway.

At the request of Chairman Edds, Mr. Ward came forward to talk about lighting around the proposed project.

Commissioner Greene stated that economic development had finally come to Rowan County and the I-85 corridor was a good spot to locate tenants. Commissioner Greene talked about how the RRD investment into the community would benefit the County's citizens with the tax base, new schools, etc.

Commissioner Klusman said change was always difficult; however, the County had waited a long time for economic development. Commissioner Klusman said Rowan would become a more desirable place to live once the County could lower its tax base.

Commissioner Caskey said the County was growing and while money was not the most important factor in life, it helped the County to provide for the needs of the citizens. Commissioner Caskey stated the County needed to keep its' good farmland in place. Commissioner Caskey expressed hope that an agreement could be worked out between RRD and the Hedrick's regarding the one tract.

Chairman Edds noted that more than once the Board had talked about how grateful it was growth was coming and he also discussed how the Board could boost revenues to meet existing expenses. As growth comes, Chairman Edds said the Board would be faced with decisions it had never had to make before. Chairman Edds said residential growth was coming, as well, and the County was trying to keep the industrial growth tight to I-85, Highway 29 and Highway 70.

Commissioner Edds moved approval of the following statement of Reasonableness/Consistency: "Z 04-22 is consistent with the East Area Land Use Plan and reasonable and appropriate based on the following:

- Industrial land uses are encouraged within the I-85 corridor;
- Project complies with the plan's encouraged use and extension of water / sewer utilities;
- Perimeter buffering and screening is proposed;
- Fifty-foot stream buffers provided;
- 384-acre rezoning area borders a 172-acre area consisting of 85-ED-1 & 85-ED-2 districts to the west and a 585-acre IND zoned area to the north;
- Request complies with the CBI district's purpose and intent by utilizing public investment infrastructure to provide tax base and employment opportunities for the local and regional economies;
- This property is identified by the Rowan County Economic Development Council as one of the best industrial sites in the county; and
- The Conditional District ensures development will be limited to the approved plan."

The motion was followed by a second from Commissioner Greene and passed unanimously.

Chairman Edds referred to the five (5) conditions on page 12 of the staff report and asked Mr. Stewart to further elaborate on some of the potential conditions:

1. Reserve twenty (20) feet along the south and north side of Long Ferry Road for future transportation needs;

Mr. Stewart said he felt strongly about the above condition because of development and the future unknowns with the corridor study, etc.

Mr. Stewart noted the staff report did not include the northeast water line. Mr. Stewart said while it was a “given” there was only one (1) existing water line, he felt it should also be listed as a condition of approval for clarity.

2. Add gravel or grass paver connection suitable for fire access along with signage to denote emergency access only at the following three (3) locations (*unless site conditions prohibit as determined by the Fire Marshal*):
 1. Employee parking driveway and west side truck parking access at Building A.
 2. Southeast truck parking drive for Building B to the truck parking drive on the west side of Building D.
 3. Trailer parking for Buildings E and F;

Additional discussion took place regarding the above #2 condition. Mr. Stewart recommended the addition of the wording shown in parenthesis/italics above.

3. Eliminate SIC subgroups SIC 4221 – Farm Product Warehouse and Storage and 5159 – Farm Product Raw Materials;

Mr. Stewart said there was an error in the staff report with regards to Farm Product Raw Materials as shown above. Mr. Stewart said the correct SIC should be listed as 515 and not 5159.

4. All uses must connect to the Northeast Rowan water system; and
5. Outdoor storage must be located behind a building or otherwise screened with an opaque fence or evergreen vegetation from adjoining properties and Long Ferry Road.

The Fire Marshal responded from the back of the audience to an inquiry from Chairman Edds; however, the comments were inaudible.

Chairman Edds moved to approve the conditions above, and for item #3 be changed to SIC 515, and #2 changed to reflect Mr. Stewart’s comments about working with the Fire Marshal. The motion was followed by a second from Commissioner Greene and carried unanimously.

Commissioner Greene moved approval of Z 04-22. The motion was seconded by Commissioner Caskey and passed unanimously.

5. PUBLIC HEARING: HAROLD STREET ROAD CLOSURE

(Please note this agenda item was moved in the order of discussion to agenda item #3a; however, the minutes for the topic are recorded here).

Planning Director Ed Muire reported that on May 16, 2022, the Board of Commissioners adopted a Road Closure Resolution presented by Attorney James L. Carter on behalf of Duke Energy Carolinas, LLC. Adoption of the Resolution advised the public of the Commission's intent to consider closure of a portion of the unopened private right-of-way on Harold Street. The process for the Board to close private roads or unopened rights-of-way were established in North Carolina General Statute 153A-241.

Mr. Muire provided a power point to show the area in question, further described as Tax Parcel 650.2-016 and owned by Duke Energy. The Duke Energy parcel and surrounding residential area was zoned RA. The Buck Power Plant was to the north and zoned IND.

Using the power point, Mr. Muire pointed out the Duke Energy parcel adjacent to the right of way. Mr. Muire said the North Carolina Department of Transportation (DOT) did not maintain the right of way, which was recorded June 8, 1955.

Mr. Muire noted that signs regarding the public hearing for the road closure were posted on the property on June 2, 2022. The public hearing was advertised in the Salisbury Post on June 2, 9 and 16, 2022. Letters were sent to the adjoining property owners on June 2, 2022, by the applicant. Procedurally, Mr. Muire said the Board should conduct the public hearing and allow the applicant and public to comment.

Chairman Edds opened the public hearing to receive citizen input and the following came forward:

- Attorney Jeremy Carter who represented Duke Energy came forward. Mr. Carter said he was present for the applicant. Mr. Carter noted that Duke Energy was the petitioner that had put the plat on record in 1955; however, the road had never been opened. Duke Energy wanted to ensure the road did not open so it could serve as an appropriate buffer for the Buck Steam Plant.
- Thomas (last name inaudible) of 745 Dukeville Road, said his residence was adjacent to what would be left of Harold Street after the road closure. Thomas questioned what would become of the remaining portion of the road.

Mr. Muire explained the portion of the road Thomas inquired about would remain open. Mr. Muire said the Board of Commissioners had not acted to close any other portion of

the road. Mr. Muire said if the other property owners wanted to close the remaining portion, they would need to go through the statutory process for the closure.

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

Mr. Muire said the Board would need to consider several motions. The Board would need to adopt the Resolution to accept the right-of-way and the next action would be to adopt the closing order.

Chairman Edds moved, Commissioner Caskey seconded and the vote to adopt the Resolution to accept the right-of-way passed unanimously. The motion was seconded by Commissioner Pierce and passed unanimously.

Chairman Edds moved to adopt the order closing the street and upon finding that closing the road was not contrary to the public interest or property rights of any individual; and that no individual owning property in the vicinity of said portion of Harold Street or in the subdivision in which they are located will be deprived of reasonable means of ingress or egress to his property by the closing of said portion of Harold Street. Commissioner Pierce seconded and the motion passed unanimously.

Chairman moved the Board authorize him as Chairman to sign the order closing the requested portion of Harold Street and be filed with the Register of Deeds. Commissioner Pierce seconded and the motion carried unanimously.

The Resolution for acceptance of dedication of Harold Street was as follows:

WHEREAS, Duke Energy Carolinas, LLC has filed a petition to close an unopened portion of a street identified as "Harold Street" on the record plat entitled, "Duke Power Company, Buck Steam Station, Erskine Subdivision" located in Map Book 9995 Page 821 in the Rowan County Register of Deeds Office. The proposed closure is depicted on a survey map marked "Exhibit A" and is more particularly described by metes and bounds in a document marked "Exhibit B," both of which are available for inspection in the Office of the County Manager, Rowan, North Carolina; and

WHEREAS, the procedure for closing roads or easements outlined in the North Carolina General Statutes, Section 153A-241 requires that the Board of Commission first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said Statute further requires that the resolution shall be published once a week for three successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the public road or easement as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said road or easement.

NOW, THEREFORE, BE IT RESOLVED, by the Rowan County Commission that at its May 16, 2022 meeting it intends to consider closing the aforementioned portion of Harold Street as petitioned by Duke Energy Carolinas, LLC. This segment of road is depicted on a survey map and by a metes and bounds description available for inspection in the County Manager's office, and hereby calls a public hearing on the question to be held at 6:00 p.m., on Monday, the 20th, day of June, 2022, at 130 West Innes Street, Salisbury, NC 28144.

AND FURTHER BE IT RESOLVED, that the Commission hereby directs Duke Energy Carolinas, LLC's agent, Attorney James L. Carter, Jr., to cause notice of this hearing to be published in the Salisbury Post once a week for three successive weeks and provide a copy of this resolution to all property owners adjoining the road, as required by N.C.G.S. 153A-241.

6. PUBLIC HEARING FOR HLC 01-22

Aaron Poplin provided the historical background for St. Andrew's Church (Church), which was nominated for designation as a historical landmark. The owner was the Episcopal Diocese of North Carolina, and the applicant was Betsy Brown. The Church was located at 1115 St. Andrews Church Road and further identified as Tax Parcel 806 013.

The congregation was formed early in 1840 by some twenty communicants of Christ Church in Cleveland who withdrew to organize themselves into a separate congregation named as St. Andrews built in 1840 by Jacob Correll. The first service was held in August of 1840 with an active parish from 1840-1906. Since closing as an active parish, the Church continued to hold a service annually on the last Sunday of August (since 1907). There was a cemetery at the Church.

The Church was named to the National Register of Historic Places in 1982. The Church was one of the first five churches to be recognized by the Diocese of NC as a "preserved historic church" in the 1980's. Historic churches are overseen by the Historic Properties Commission of the Diocese and are supported and maintained by a committee whose members are appointed by the Bishop.

Mr. Poplin continued by outlining more of the Church's historic details contained in the staff report.

Chairman Edds opened the public hearing to receive citizen input regarding HLC 01-22 and with no one coming forward to address the Board, Chairman Edds closed the public hearing.

Commissioner Pierce moved to approve HLC 01-22 followed by a second from Commissioner Klusman. The motion passed unanimously.

7. PUBLIC HEARING FOR FY 2022-23 PROPOSED BUDGET

Chairman Edds opened the public hearing to receive comments regarding the proposed budget for Fiscal Year 2022-23. The following individuals came forward.

- Cindy Fink, Executive Director of Meals on Wheels (MOW), talked about the services provided by the agency. Ms. Fink said there had been a 70% increase in the cost of providing meals, the budget increased by \$247,000. Ms. Fink also provided the Board with a handout. Ms. Fink said the County Manager's budget recommended maintaining the same level of funding as last year at approximately \$72,000. Ms. Fink requested the Board consider allocating \$126,418 as found in the budget document. Ms. Fink provided a copy of MOW's annual report to the board members.
- Doug Smith, Chairman of the Board of Social Services, sought the Board's support for funding of two (2) positions, an Attorney I and a Social Work Supervisor II. Mr. Smith discussed the need and importance of the positions and

also answered questions from Commissioner Greene and Chairman Edds about the responsibilities for each.

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

8. CONSIDER PE 01-22: DRAGON BOAT FESTIVAL

(Please note this agenda item was moved in the order of discussion to agenda item #3b; however, the minutes for the topic are recorded here).

Planner Aaron Poplin presented the request for the 8th Annual Dragon Boat Festival, which was scheduled for July 23, 2022, from 8:00 a.m. to 4:00 p.m. at the Shrine Club, 6480 Long Ferry Road on High Rock Lake. The event was anticipated to attract around 3,000 people. Mr. Poplin reviewed the information in the agenda packet and reported the only issues in years past were the increase in vehicle traffic and parking. Mr. Poplin said the funds raised go towards the Chamber's small business programs.

Elaine Spalding, Executive Director for the Chamber, spoke in support of the event and also provided brochures about the event for the Board and the public.

Chairman Edds opened the floor to receive citizen input pertaining to the event and no one came forward.

Commissioner Pierce moved to approve PE 01-22. The motion was seconded by Commissioner Greene and passed unanimously.

9. CONSIDER SNIA 02-21 AMENDMENT: PERFORMANCE PARK HOLDINGS

Assistant Planning Director Shane Stewart recalled that on March 1, 2021, the Board approved a Special Non-Residential Intensity Allocation (SNIA) request from Matt Erich for 2.35 acres to allow the construction of two (2) 12,000 square foot buildings at the 700 block of Performance Road, Mooresville, and further referenced as Parcel 239-086. Approval was subject to the use of gravel or a similar suitable all-weather surface where possible. Mr. Erich was requesting allocation of an additional 1.38 acres based on acreage added to this parcel to construct an 8,000 square foot warehouse building along with a request to use asphalt surfacing. According to Mr. Stewart, the request met all standards for approval.

Commissioner Pierce made a motion to remove the requirement for the gravel and to approve the additional one 1.38 acres for the 8,000 square foot warehouse. The motion was followed by a second from Commissioner Greene and carried unanimously.

Chairman Edds called for a break at 8:46 p.m.

Chairman Edds reconvened the meeting at 8:58 p.m.

10. CONSIDER SNIA 03-22: TERAMORE DEVELOPMENT

This item was deleted from the agenda.

11. REVIEW/DISCUSSION OF FY 2022-23 PROPOSED BUDGET

Chairman Edds opened the floor for discussion from the Commissioners regarding the FY 2022-23 proposed budget.

Commissioner Pierce said the upcoming year would be tough financially and the only request he wanted to make was for an increase in the appropriation to Meals on Wheels (MOW). Commissioner Pierce asked the Board to approve an increase from \$72,000 to \$125,000.

Commissioner Klusman asked the Commissioners to consider adding the two (2) positions as requested earlier in the meeting by Doug Smith, Chairman of the Board of Social Services. Mr. Smith spoke during the public hearing (agenda item #7) on the importance of adding to the budget the positions of Attorney I position and Social Work Supervisor II.

County Manager Aaron Church said the County would have to include the full amount for each position in the budget. Mr. Church reported the cost for the Social Work Supervisor II position was \$71,538 (County's portion would be \$26,000) and the Attorney I position was \$132,938 (County's portion would be \$65,000).

Commissioner Caskey said the Board had already agreed to 2% for Veterans and he explained there was apparently a typo and instead of \$38,000, the amount would be \$45,000. Commissioner Caskey read a statement as follows: "Any fulltime, part-time, or part-time benefitted employee who served or currently serving in a branch of the US military and was discharged under conditions, other than dishonorable, shall receive a 2% supplement to their base pay. The US military branches include the Army, Army Reserves, Army National Guard, Navy, Navy Reserves, Marine Corp, Marine Corp Reserves, Air Force, Air Force Reserves, Air National Guard, Coast Guard, Coast Guard Reserves, and Space Force.

Commissioner Caskey explained the Board had previously discussed the matter. Commissioner Caskey said when people graduated from high school some chose to attend college, and some decided to go into the military. Commissioner Caskey said college graduates had been given the 2% increased and therefore, the Board had felt 2% should be given to those who had served in the military.

Next, Commissioner Caskey discussed the inadequate lighting at Sloan Park and he asked the County to look into getting lighting in the parking lot, etc.

Commissioner Caskey said he understood the jail was soon going to have 23 openings. Commissioner Caskey continued by saying there was a position in the jail the Sheriff wanted to upgrade from sergeant to lieutenant. The additional cost to upgrade the

position was a difference of \$5,630. Commissioner Caskey asked the Board to consider the upgrade.

Commissioner Caskey noted that last year the Board had given the Veterans Services Office a half position and he asked the Board to consider upgrading the position to fulltime due to some changes in the need for services. Commissioner Caskey said he had spoken with the Veterans Services Director and the Director felt it would be fine to wait and upgrade the position beginning on October 1, 2022. Commissioner Caskey estimated the cost to upgrade the position would be \$27,000.

Commissioner Caskey said the Chief of Emergency Services had provided a list of priorities and there was a need for more positions to work in pairs. The Chief initially asked for eight (8) pairs. Commissioner Caskey asked the Board to consider waiting until January and at least provide two (2) positions. The cost was approximately \$50,424 for each fulltime position and waiting until January would cut the cost in half.

Commissioner Pierce said in the past the County had offered an early retirement program to its employees. Commissioner Pierce noted the County had employees who had worked for the County a long time but had not yet turned 55 to be eligible for the County's insurance. Commissioner Pierce asked the County Manager to look into a similar offering since the previous effort had worked well and saved the County money due to the reduction in salaries that took place.

County Manager Aaron Church said the proposed budget had a contingency amount. Based on the changes recommended by the Board in the amount of \$432,992, the contingency would be reduced to \$217,008. Mr. Church said the Board could approve the budget with the changes.

FUND 101 – GENERAL FUND

Chairman Edds said the Board would be increasing the line items for:

- MOW by \$50,038;
- DSS for the Attorney I and Supervisor II positions by a total of \$204,476;
- 2% for Veterans for \$45,000;
- Position at the jail from sergeant to lieutenant at a cost of \$5,630
- Veterans Court \$27,000
- Two (2) communicators at \$50,424 each

The above changes totaled \$432,992.

Commissioner Pierce moved to approve Fund 101 by taking the \$432,992 increase from contingency. The motion was seconded by Commissioner Caskey and passed unanimously.

FUND 201 – FIRE DISTRICT FUND

Commissioner Caskey moved to approve Fund 201 as presented with the following changes:

- East Gold Hill VFD from .0800 to .0900 tax
- Liberty VFD .0537 to .0800%
- Union VFD from .0350 to .0550
- Woodleaf from .0650 to .0750

Commissioner Caskey's motion also included approval of the following remaining Funds:

- **FUND 202-EMERGENCY TELEPHONE SYSTEM FUND**
- **FUND 206-OPIOID SETTLEMENT**
- **FUND 501- RISK MANAGEMENT FUND,**
- **FUND 601-LANDFILL**
- **FUND 603-AIRPORT FUND**
- **FUND 605-WATER FUND**
- **FUND 701-DSS TRUST FUND**
- **FUND 702-FINES AND FORFEITURES FUND**
- **FUND 703-AMERICAN RESCUE PLAN ACT FUND, MOTION TO APPROVE**

The motion on the floor was seconded by Commissioner Pierce and carried unanimously.

12. FINANCIAL REPORTS

Finance Director James Howden presented several financial graphs depicting the following information:

- Annual Cumulative Expenditure Comparisons as of May 2022 - \$138,088,986
- Annual Cumulative Revenue Comparisons as of May 2022 - \$147,677,525
- Annual Cumulative Current Year Property Tax Comparisons as of April 2022 – \$88,730,898
- Annual Cumulative Sales Tax Comparisons as of February 2022 - \$23,458,795

13. BUDGET AMENDMENTS

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

- Finance – Recognize anticipated increase in inmate canteen revenue and expense. \$105,000
- Sheriff – Reduce revenue account and corresponding expense account for the 2018 Justice Reimbursement account due to amount received was \$1,571 less than anticipated.

- Social Services – Expenditures and/or revenues revised based on Funding Authorizations received from the State. Funding Authorization reflect the actual amount received and may increase or decrease the original budget estimate. \$44,750
- Social Services – Budget donations received to provide goods and services to clients. \$23,600
- Finance – Increase WC claims through FYE. \$80,000
- Social Services – Budget monies received to provide goods and services to clients. \$394,000
- Finance – Budget grant funds received to cover airport debt service. \$82,000
- Finance – Budget RSS HVAC capital project interest. \$42,297
- Finance – Increase airport fuel revenue and Sales tax expense to reflu

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

CLOSED SESSION

Chairman Edds moved at 9:30 p.m. for the Board to enter Closed Session in accordance with North Carolina General Statute 143-318.11(a)(2) in order to prevent the premature disclosure of an honorary action/recognition. The motion was seconded by Commissioner Caskey and passed unanimously.

The Board returned to Open Session at 9:32 p.m. No action was taken.

14. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 9:32 p.m. The motion was seconded by Commissioner Klusman and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: July 12, 2022
SUBJECT: Ratify and Approve Proclamation Honoring Dr. Jimmy R. Jenkins

By consensus, the Board approved the attached Resolution in Closed Session on June 20, 2022 in order to prevent the premature disclosure of an honorary action/recognition.

The Board is asked to ratify and approve the Resolution.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| Proclamation | 7/12/2022 | Cover Memo |

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



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

Rowan County Board of Commissioners

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

PROCLAMATION HONORING DR. JIMMY R. JENKINS, SR. PRESIDENT, LIVINGSTONE COLLEGE

WHEREAS, Dr. Jimmy R. Jenkins, Sr. joined the faculty at Livingstone College in February 2006 where he has served as the second longest tenured leader in the College's history; *and*

WHEREAS, the Rowan County Board of Commissioners hereby pays tribute Dr. Jimmy R. Jenkins, Sr., for his 16 years of dedicated leadership at Livingstone College; *and*

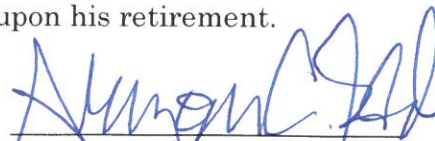
WHEREAS, Dr. Jenkins has unselfishly given 38 years overall as a college and university president, where he has always led by example and served as a mentor who made a difference to both staff and students; *and*

WHEREAS, Dr. Jenkins' commitment to education and to the community will continue to shape the future for the thousands of lives he has touched; *and*

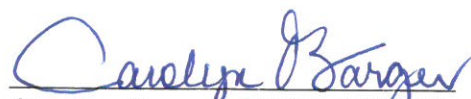
WHEREAS, at the onset of his retirement, Dr. Jenkins is honored as an invaluable member of the education system, as well as the community through his vision and character.

NOW, THEREFORE BE IT PROCLAIMED, the Rowan County Board of Commissioners does hereby express its' deep and abiding appreciation to Dr. Jimmy R. Jenkins, Sr. for his extensive contributions to Livingstone College, education and public service and offers well-deserved congratulations upon his retirement.

This the 25th day of June, 2022.


Gregory C. Edds, Chairman

ATTEST:


Carolyn Barger, MMC, NCMCC
Clerk to the Board



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: Valerie Steele, Airport & Transit Director
DATE: 6/22/2022
SUBJECT: Spectrum Right of Entry - Install Hangar T20

The owner of T20, a ground leased hangar, would like to have Spectrum install cable for internet access. In order to proceed with the work a Right of Entry Agreement form is required.

Approve the Airport Director to sign the agreement to allow Spectrum to access the County owned airport property.

ATTACHMENTS:

| Description | Upload Date | Type |
|--|--------------------|-------------|
| Spectrum Right of Entry Agreement Form | 6/22/2022 | Exhibit |



COMMERCIAL ACCOUNT RIGHT OF ENTRY AGREEMENT

This Commercial Account Right of Entry Agreement ("Agreement") is by and between Rowan County ("Owner"), with a mailing address of 130 W. Innes St. #120, Salisbury, NC 28144, and owning real estate located at 3670

Airport Loop, Salisbury NC 28147 ("Premises"), and **Charter Communications Operating, LLC**, on behalf of itself and its affiliates (collectively, "Charter"), with a mailing address of 12405 Powerscourt Drive, St. Louis, MO 63131, Attn: Commercial Contracts Management. This Agreement commences on the later of the execution dates set forth below ("Effective Date"). Charter and Owner may individually be referred to as a "Party" or collectively as the "Parties".

1. RIGHT OF ENTRY AND EQUIPMENT.

- a. In consideration of the mutual benefits and obligations set forth herein, Owner hereby grants to Charter and its authorized agents a non-exclusive right of entry to the Premises and those buildings of Owner located on the Premises (including building roof top(s)) ("Buildings") for the installation, maintenance, and removal of any equipment, facilities and other communications accessories (collectively, "Equipment") to provide any of Charter's services ("Services") to any customers who can receive Services by such Equipment. Owner also hereby authorizes Charter to utilize those conduits and ducts of Owner that Owner may designate as available for Charter's use (collectively "Conduit").
- b. The rights herein granted to Charter include use of available power at the Premises, together with the right to access and use all risers in the Buildings, Building utility entrance facilities, utility closets in the Buildings, and other areas on the Premises and Buildings as is reasonably required for the purpose set forth herein.
- c. Charter shall, at its sole cost, install the Equipment in accordance with generally accepted industry standards, applicable laws and regulations. Charter shall secure all permits necessary for the installation, maintenance, or removal of the Equipment. The Equipment is not a fixture of the Premises. If requested by Owner, Charter shall provide to Owner the proposed route for installation of Equipment on the Premises.
- d. Charter shall at its sole expense, repair and restore all physical damage to portions of the Premises damaged by Charter to its condition existing immediately prior to such damage, normal wear and tear excepted.

2. OWNER REPRESENTATIONS. Owner affirms that it is the legal owner of the Premises, the Building(s) and Conduit (if applicable), and confirms that Charter will be granted all rights under this Agreement. Owner recognizes Charter's right to have exclusive control over its Equipment, and Owner will not attach to or use, and will not knowingly allow a third party to attach to or use, Charter's Equipment for any purpose without Charter's prior written consent.

3. PUBLIC UTILITIES. Charter will contact and coordinate with local agencies to physically mark the location of all public utility lines (including, but not limited to, water, electric, phone and sewer lines) that are located in areas in which Charter intends to install the Equipment. Owner shall not interfere with the markings designating such locations until installation is complete. Charter shall be responsible for any damage to public utility lines on the Premises to the extent such damage arises from Charter's installation activities.

4. PRIVATE UNDERGROUND LINES. If Owner has private underground lines at the Premises that could impact Charter's installation of Equipment, including, but not limited to, sprinklers, sprinkler heads, drains, cables, pipes and wires (collectively, "Impacted Private Lines") then both Parties shall, in advance of any underground construction performed by Charter, work together to research the existence of all Impacted Private Lines ("Joint Effort"). In order to facilitate the Joint Effort, Owner's authorized representative information is provided below. (Please print clearly)

Name: _____

Address and/or email: _____

Phone: _____

The Parties will then determine whether to locate and mark Impacted Private Lines, including, but not limited to, the methods and arrangements, and if deemed by the Parties necessary to do so, a qualified Charter contractor shall locate (including verification of) and clearly mark all Impacted Private Lines to the extent required by Charter. If Charter damages any clearly marked Impacted Private Lines along the routes or in the location in which Charter installs any Equipment, and only to the extent such damage(s) arise from Charter's Equipment installation activities on the Premises, then Charter shall promptly repair such damage(s) to Owner's reasonable satisfaction, after receipt of written notice from Owner describing the scope and extent of such damage(s), such notice to be provided to Charter no later than thirty (30) days after Charter's initial installation of Equipment.

5. TERM. The term of this Agreement commences on the Effective Date and shall remain in full force and effect until the later of: (i) the date that is 5 years after the Effective Date, or (ii) the date that is 6 months after the date that Charter is no longer providing Services to any customer on the Premises (the "Term"). Should any customer on the Premises request Services during such 6-month period, the Agreement shall continue until it expires or is terminated in accordance with the terms of this Agreement.



Charter may, within 90 days after the expiration or termination of this Agreement, elect to remove Charter's Equipment or abandon in-place all or certain portions of Charter's Equipment at the Premises which, upon abandonment, shall be deemed the property of the Owner, with lien free title thereto passing immediately to Owner at no cost to Owner.

6. **ASSIGNMENT.** This Agreement may be freely assigned by either Party, provided that the assignee agrees in writing to assume all of the obligations of assignor hereunder, and be bound by all of the terms and conditions of this Agreement. Notwithstanding anything to the contrary herein, either Party shall be obligated to assign this Agreement to a successor in interest in the event of a change of control resulting from a merger, sale of stock or sale of all or substantially all of the assets of the Party relating to the Services or applicable Buildings. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, legal representatives and assigns.
7. **LIMITATION OF LIABILITY.** CHARTER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL CHARTER OR OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
8. **INDEMNIFICATION.** Charter agrees to indemnify, defend and hold Owner harmless from and against any and all damages, liabilities, penalties, fines, costs and expenses (including reasonable attorneys' fees) arising from third party claims for bodily injury, including death, to persons or damage to tangible property caused by or resulting from Charter's acts or omissions in the performance of any work, maintenance or operation of its Equipment, except to the extent caused by the negligence or willful misconduct of Owner, for which Owner shall remain responsible.
9. **INSURANCE.** Charter shall maintain, at Charter's sole cost and expense, (i) commercial general liability insurance including Property Damage, Bodily Injury and contractual liability insurance subject to standard insurance carrier exclusions, in the amount of \$2,000,000 each occurrence covering (a) to the extent caused by acts of Charter, damages to the Premises and (b) the operations of Charter at the Premises, (ii) Auto Liability, including Bodily Injury and property damage in the amount of \$1,000,000 each accident, and (iii) worker's compensation insurance to comply with the applicable laws of the State the Premises is located in.
10. **JURY TRIAL WAIVER.** UNLESS PROHIBITED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.
11. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire agreement between the Parties with respect to, and supersedes all prior agreements, promises and understandings, whether oral or written, with respect to, the subject matter contained herein. This Agreement shall not be modified except by a written document signed by both Parties.
12. **SEVERABILITY.** If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable term or provision had not been contained herein.
13. **NO WAIVER.** To be effective, all waivers under this Agreement must be in writing and signed by the Party making such waiver.
14. **AUTHORIZED SIGNATORY.** If the Owner is not executing this Agreement, the person executing on behalf of Owner represents that the undersigned is Owner's authorized agent and has full authority to bind Owner to this Agreement.
15. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be signed in several counterparts, which may be transmitted electronically, each of which will be fully effective as an original and all of which together constitute one and the same instrument.

This Agreement shall be governed by the laws of the State where the Premises is located.

CHARTER COMMUNICATIONS OPERATING, LLC

By: Charter Communications, Inc., its Manager

By: _____

(Signature)

Printed Name: _____

Title: _____

Date: _____

OWNER OR ITS AUTHORIZED AGENT: (type in Owner or Agent and Legal Entity Name below)

By: _____

(Signature)

Printed Name: Valerie Steele

Title: Airport & Transit Director

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: Ann Kitalong-Will
DATE: 6/21/22
SUBJECT: Grant Agreement with City of Concord

This Grant Agreement between Rowan County Transit and the City of Concord provides Rowan Transit with operating assistance, allowing Rowan Transit System to operate vehicles and provide transportation to seniors and individuals with disabilities in the service area. The funding provided is in the amount of \$35,019 and is 100% federal share.

It is recommended that the Board of Commissioners authorize the County Manager to sign the grant agreement and accept the funding.

ATTACHMENTS:

| Description | Upload Date | Type |
|---|--------------------|-------------|
| Grant Agreement with City of Concord | 6/21/2022 | Exhibit |
| Concord Transit Grant: Summary of Project | 6/21/2022 | Exhibit |

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

SECTION 5310 ARP
GRANT AGREEMENT
NO. NC-2022-027-00

THIS AGREEMENT is made this the 1 day of July 2022 (herein “Effective Date”), by and between the CITY OF CONCORD (herein “City”), and Rowan County (herein “Subrecipient”) (collectively, the “Parties”) for a transit project for seniors and individuals with disabilities in the Concord Urbanized Area (“Concord UZA”). The parties acknowledge and agree that the Effective Date of this Agreement is July 1, 2022 and that all terms and conditions have been in force and effect from the Effective Date.

WHEREAS, Section 16 of the Federal Transit Act, 49 U.S.C. § 5310, provides formula funding to states and designated recipients to improve mobility for seniors and individuals with disabilities (“Section 5310”); and

WHEREAS, the Federal Transit Administration (the “FTA”) has designated the City of Concord as a grant recipient for capital and operating grants for Federal funds ; and

WHEREAS, the Governor of North Carolina designated the City of Concord, as the “designated recipient” of Section 5310 funds for the Concord UZA with the responsibility of evaluating and selecting Projects proposed by eligible subrecipients for Section 5310 funds; and

WHEREAS, the Parties desire to secure and utilize Section 5310 grant funds for operation of new or expanded transportation services to meet the special needs of seniors and individuals with disabilities.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows.

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to provide the Subrecipient with operating assistance for the Section 5310 Project prepared, endorsed, approved, and transmitted by the Subrecipient to the City (the “Project”), and to state the terms, conditions, and mutual undertakings of the Parties as to the manner in which the Project will be undertaken and completed. Funding is available through the American Rescue Plan Act and is subject to all of the usual requirements of the 5310 program.
2. **Project Implementation.** Subrecipient agrees to carry out the Project as follows:
 - 2.1 **Scope.** Subrecipient shall undertake and complete the Project in accordance with the procedures and guidelines set forth in the following documents, to the extent applicable:
 - a. Federal Transit Administration (“FTA”) Circular 5010.1D, “Grant Management Requirements”, dated August 27, 2012;
 - b. FTA Circular 9045.1, “9070.1G Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions”, dated May 1, 2007;
 - c. FTA Circular 4710.1, “Americans with Disabilities Act Guidance”;

- d. FTA Circular 4702.1B, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients”;
- e. FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients”;
- f. FTA Circular 4704, “Equal Employment Opportunity Program Guidelines for Grant Recipients”;
- g. FTA Master Agreement, dated October 1, 2017;
- h. FTA Circular 4220.1F, “Third Party Contracting Guidance”, dated March 13 14, 2013;
- i. The State Management Plan for Federal and State Transportation Programs (“State Management Plan”);
- j. The Coordinated Transportation Plan for Cabarrus County; and
- k. Subrecipient’s Project Documents attached and incorporated herein as Exhibit A.

The aforementioned documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the City in accordance with the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the City or Subrecipient that shall cause any conflict with Local, State, or Federal statutes, rules, regulations or ordinances.

3. Definitions. Unless otherwise defined herein, the following terms shall have the meaning set forth below:

- 3.1 City or Direct Recipient means the City of Concord.
- 3.2 Applicant, or Subrecipient means Rowan County.
- 3.3 DOT means the U.S. Department of Transportation
- 3.4 FTA means the Federal Transit Administration
- 3.5 Grant Funds means the FTA funds provided by the City for Subrecipient’s Section 5310 Project.
- 3.6 NCDOT means the North Carolina Department of Transportation.
- 3.7 OMB means the United States Office of Management and Budget.
- 3.8 Prior Approval means securing the City’s written permission prior to taking action or incurring a certain cost.

4. Incorporation of Exhibits. The following Exhibits are attached to this Agreement and are incorporated into and made a part of this Agreement by reference:

Exhibit A: Subrecipient’s Project Documents

Exhibit B: Federal Certifications

Exhibit C Section 5310 Program Management Plan

Each reference to this Agreement shall be deemed to include all Exhibits. Any conflict between any provisions of this Agreement shall be resolved as follows:

- Any clause required by Federal law shall control over all Agreement provisions;
 - All Exhibits shall be inferior to the Agreement provisions and each Exhibit shall control over each subsequent Exhibit as delineated by this subsection.
5. **Description of Project.** Subrecipient shall perform the services described in Exhibit A attached to this Agreement and incorporated herein by reference (herein “Project”) except that any reference in Exhibit A to a period of performance shall be changed to the Period of Performance referenced in Section 8 of this Agreement. Unless otherwise provided in Exhibit A, Subrecipient shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Project.
- 5.1. **Agreement Modification.** In the event that the City desires to alter the terms of this Agreement, or desires a reduction, expansion, or modification of the Project or the Section 5310 Program that includes an alteration of the terms of this Agreement, the City shall issue to Subrecipient a written notification, which specifies such reduction, expansion, or modification. Within fifteen (15) days after receipt of the written notification, Subrecipient shall provide the City with a detailed proposal with a detailed cost or cost reduction and schedule proposal for the alteration. This proposal shall be accepted by the City or modified by negotiations between Subrecipient and the City and, thereafter, both parties shall execute a written Agreement Modification.
- Unless specified in a written Agreement Modification, no change, reduction, modification or expansion of the Project within or beyond the scope of this Agreement shall serve to modify the terms and conditions of this Agreement.
6. **Cost of Project.** The total cost of the Project approved by the City is set forth in the Subrecipient’s Project Documents, incorporated into this Agreement as Exhibit A.
- 6.1 **City Share.** The City shall provide, from Federal American Rescue Plan 5310 funds, One-Hundred Percent (100%) of the actual net operating costs of the Project (“City’s Share”), not to exceed thirty-five thousand nineteen dollars. (\$35,019.00).
- 6.2 **Subrecipient Share.** Subrecipient shall provide Zero Percent (0%) of the actual net operating costs of the Project as defined in Subrecipient’s Project Documents and any amounts in excess of the City’s Total Share (“Subrecipient’s Share”). Subrecipient shall initiate and prosecute to completion all actions necessary to enable it to provide its share of the Project costs. The City shall periodically audit the revenues for consistency with Subrecipient’s Project Documents. Non-cash contributions to Subrecipient’s Share, such as donations, volunteer services, or in-kind contributions, may only be counted if the contribution is for an eligible cost under the Section 5310 program and it was included in the Subrecipient’s In-Kind Valuation Plan approved by the City. The value of in-kind contributions must be documented and supported. The net cost is the price paid minus any refunds, rebates, or other items of value received by Subrecipient which have the effect of reducing the actual cost.
7. **Grant Disbursements.** Each month Subrecipient shall submit an invoice to the City as part of its required Reimbursement Request detailing all direct and indirect costs (if previously approved) incurred pursuant to this Agreement, as further detailed in Exhibit A.
- 7.1. Subrecipient shall not charge the City overtime rates (as defined by the Fair Labor Standards Act), regardless of the number of hours worked in a given day or week.

- 7.2. All reimbursable expenses submitted by Subrecipient must comply with the City's requirements; the OMB's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200 and the U.S. DOT's implementing regulations, 2 CFR Part 1201; and Part 30 of the Federal Acquisition Regulations (FAR).
- 7.3. The City shall disburse the City's Share within thirty (30) days of each valid Reimbursement Request and Quarterly Progress Report and Quarterly Financial Status Report for each quarter submitted by Subrecipient until it has disbursed the entire City Share of the Project Costs. Subrecipient shall continue with its reporting requirements until completion of the Project regardless of when the City makes its final payment obligation.
- 7.4. The City's determination on whether an incurred cost is allowable, allocable, and reasonable under federal regulations shall be final and conclusive.
- 7.5. Employment Taxes and Employee Benefits. Subrecipient acknowledges and agrees that its employees and subcontractors are not employees of the City. Subrecipient represents, warrants, and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions which are required by law in connection with the Project.
8. **Period of Performance.** This Agreement shall commence upon the date of execution, unless specific written authorization from the City to the contrary is received. The period of performance for all expenditures shall extend from **July 1, 2022 through September 30, 2024.** Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.
9. **Accounts and Records.**
- 9.1. **Establishment and Maintenance of Accounting Records.** Subrecipient shall establish and maintain separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account. Subrecipient shall use the Grant Funds only for the purposes of the Project and for no other purpose. The accounting system shall be capable of segregating, identifying and accumulating the allocable Project costs. Subrecipient shall maintain complete and accurate records, using Generally Accepted Accounting Principles, of all costs related to this Agreement.
- 9.2. **Documentation of Project Costs.** All charges to the Project Account shall be supported by properly executed invoices, contracts, or vouchers evidencing in detail the nature and the propriety of the charges and shall adhere to the standards established by the OMB's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200 and the U.S. DOT's implementing regulations, 2 CFR Part 1201.
- 9.3. **Allowable Costs.** Expenditures made by Subrecipient shall be reimbursed by the City as allowable costs to the extent they meet the following requirements:
- Made in conformance with the Project Description and the Project Budget and all other provisions of this Agreement;
 - Necessary in order to accomplish the Project;
 - Reasonable in amount for the goods or services purchased;

- d. Actual net costs to Subrecipient (i.e., the price paid minus any refunds, rebates, or other items of value received by Subrecipient which have the effect of reducing the cost actually incurred);
 - e. Incurred (and for work performed) on or after the date of this Agreement, unless specific authorization from the City to the contrary is received;
 - f. Made in conformance with the federal cost principles set forth in OMB's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200 and the U.S. DOT's implementing regulations, 2 CFR Part 1201;
 - g. Satisfactorily documented; and
 - h. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the City.
10. **Reports.** Subrecipient shall advise the City regarding the progress of the Project at such time and in such manner as provided in Exhibit C, "Section 5310 Program Management Plan", attached and incorporated hereto. Subrecipient shall report on a monthly, quarterly, and annual basis ridership and other data in the form as requested by the City, including an invoice for reimbursement of eligible costs. Subrecipient shall collect and submit to the City, at such time as the City requires, financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by the City. In addition, Subrecipient shall furnish the City with a copy of an independent annual audit following completion of the Project.
11. **Equipment.** Equipment purchased for the Project shall only be used for passenger transportation services as approved in Subrecipient's Project Documents, attached as Exhibit A. Subrecipient understands and agrees that the FTA retains an interest in any Project equipment for that equipment's useful life or until it purchases the federal interest, whichever occurs first. Subrecipient shall only use Project equipment purchased with Grant Funds for public transportation services as approved by the City even if federal funding of the Project is discontinued. Subrecipient shall not transfer ownership of any Project equipment without prior written approval from the City and the FTA, if required.
- 11.1 **Equipment's Useful Life.** Subrecipient may purchase the federal interest of Project equipment any time prior to the expiration of the equipment's useful life. The federal interest is the federal percentage share of the equipment's current fair market value as determined by an independent appraisal of the equipment.
- 11.2 **Vehicles.** Subrecipient understands and agrees that the FTA retains an interest in any vehicles purchased for the Project. That interest continues for the useful life of the vehicle or until Subrecipient purchases the FTA's interest, whichever occurs first. Subrecipient understands and agrees that, in order to protect the FTA's interest, the City shall retain the title for any vehicles purchased for the Project.
- 11.3 **Vehicle Use.** Subrecipient understands and agrees that any vehicles purchased with Grant Funds are expected to attain a minimum of 100 passenger service miles per week, per vehicle or 100 one-way passenger trips per week per vehicle.
- 11.4. **Replacement Vehicles.** If an accident occurs that removes a vehicle from further operations prior to the end of its useful life, the City shall receive the insurance proceeds. If Subrecipient purchases a replacement vehicle of a similar type and of equal or greater value than the one damaged, the City shall forward the insurance proceeds to

Subrecipient once Subrecipient provides evidence of its purchase. If Subrecipient does not purchase a replacement vehicle, the City shall retain the federal percentage share of the insurance proceeds and provide Subrecipient with the local percentage share of the insurance proceeds.

- 11.4 Maintenance. Subrecipient shall follow the maintenance requirements for vehicles as provided in CATS Facility Maintenance Plan and Bus Fleet Management Plan (combined the “FMP”) for preventative maintenance, vehicle servicing, and vehicle replacement. Subrecipient shall make these records as well as its vehicles available for inspection during the City’s site visits.
- 11.5. Database. Subrecipient shall maintain a database of vehicle inventory records that shall include but not be limited to the vehicle year, make, and model; date accepted; included equipment; location; inspection, mileage and condition; funding used for the purchase; and maintenance information.

- 12. **Audit and Inspection**. Subrecipient shall permit and shall require its contractors to permit the City, the FTA, and the Comptroller General of the United States, or their authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records, and accounts of Subrecipient pertaining to the Project.

Subrecipient shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, Subrecipient shall make such materials available at its office at all reasonable times during the Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection and audit by the City or the FTA.

- 13. **Representations and Warranties of Subrecipient**. Subrecipient represents and covenants that:

- 13.1. Subrecipient has the qualifications, skills and experience necessary to perform the Project described or referenced in Exhibit A.
- 13.2. The Project shall be performed in accordance with all requirements set forth in this Agreement, including but not limited to Exhibits A and B.
- 13.3. Neither the Project, nor any Deliverables provided by Subrecipient under this Agreement, will infringe or misappropriate any patent, copyright, trademark, trade secret or other intellectual property rights of any third party. Subrecipient shall not violate any non-compete agreement or any other agreement with any third party by entering into or performing this Agreement.
- 13.4. Subrecipient affirms that it has not retained any party other than a bona-fide employee working for Subrecipient to solicit this Agreement, and that it has not paid or agreed to pay any outside party consideration in any form contingent upon securing this Agreement. The City shall have the right to terminate this Agreement for cause for any breach of this warranty.
- 13.5. In connection with its obligations under this Agreement, Subrecipient shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses.

- 13.6. Subrecipient warrants that it has all the requisite power and authority to execute, deliver and perform its obligations under this Agreement, including but not limited to paying Subrecipient's Share of the Project Costs, as described in Section 6.

14. Termination of Agreement.

- 14.1 Termination for Convenience. The City, upon thirty (30) days written notice, may terminate this Agreement in whole or in part, when it is in the interest of the City. If this Agreement is terminated, the City shall be liable only for payments under the payment provisions of this Agreement for services rendered and costs incurred before the effective date of termination.
- 14.2 Termination for Funding Withdrawal. The City may terminate this Agreement immediately on written notice to Subrecipient if at any time the FTA for any reason does not award further Grant Funds for Section 5310 Programs to the City. Subrecipient shall be paid under the payment provisions of this Agreement for any services rendered and costs incurred prior to the effective date of such termination.
- 14.3 Termination for Default. If Subrecipient fails to perform the services within the time specified in this Agreement or any extension or if Subrecipient fails to comply with other provisions of this Agreement, the City may, subject to the cure provision in Section 14.4, terminate this Agreement for default. The City shall terminate by delivering a Notice of Termination to Subrecipient specifying the nature of the default. Subrecipient shall only be paid for services performed and costs incurred in accordance with the manner or performance set forth in this Agreement.
- 14.4 Opportunity to Cure. The City shall, in the case of a termination for default, provide Subrecipient seven (7) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Subrecipient fails to remedy to the City's reasonable satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within seven (7) business days after receipt of the City's notice, the City shall have the right to terminate the Agreement without any further obligation to Subrecipient, except for payment in the manner or performance set forth in this Agreement for services rendered and costs incurred prior to such termination. Any such termination for default shall not in any way preclude the City from also pursuing all available remedies against Subrecipient and its sureties for said breach or default.
- 14.5 Waiver of Remedies for Breach. In the event the City elects to waive its remedies for any breach by Subrecipient of any covenant, term or condition of this Agreement, such waiver by the City shall not limit the remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- 14.6 Obligations upon Expiration or Termination. Upon expiration or termination of this Agreement, Subrecipient shall promptly provide the City with a written statement describing in detail the status of the Project as of the date of termination, including an invoice documenting all Project Costs as of the date of termination. Termination of this Agreement shall not relieve Subrecipient of the obligation to file any monthly, quarterly, or annual reports nor relieve Subrecipient from any claim for reimbursement of Grant Funds previously accrued or then accruing against Subrecipient.

- 15. Relationship of the Parties.** The relationship of the parties established by this Agreement is the City as recipient and Subrecipient as the subrecipient of federal grant funds as defined by the

FTA. With the exception of the required administrative oversight of the Project by the City, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

16. Indemnification.

- 16.1 To the fullest extent permitted by law, Subrecipient shall indemnify, defend and hold harmless each of the “Indemnitees” (as defined below) from and against any and all “charges” (as defined below) paid or incurred by any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Project (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by Subrecipient or its subcontractors in connection with this Agreement; or (iii) arising from Subrecipient’s failure to perform its obligations under this Agreement or from any act of negligence or willful misconduct by Subrecipient or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that Subrecipient or an employee or subcontractor of Subrecipient is an employee of the City, including but not limited to claims relating to worker’s compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term “Indemnitees” means the City, the State of North Carolina, and the United States Department of Transportation (U.S. DOT), and the officers, officials, employees, agents and independent contractors (excluding Subrecipient) of the City, the State, or the U.S. DOT; and (b) the term “Charges” means any and all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).
- 16.2 This Section 16 shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise).
- 16.3 Notwithstanding the foregoing, Subrecipient shall not be liable to the City to the extent a claim arises from the City’s negligence or willful misconduct or the negligence or willful misconduct of any employee or agent of the City.

17. Insurance.

17.1 General Requirements.

- a. Subrecipient shall not commence any work in connection with this Contract until it has obtained all of the types of insurance set forth in this **Section 17**, and the City has approved such insurance. Subrecipient shall not allow any subcontractors to commence work on its subcontract until all insurance required of the subcontractors has been obtained and approved.
- b. All insurance policies required by **Section 17.2** shall be with insurers qualified and doing business in North Carolina and recognized by the Secretary of State and the Insurance Commissioner’s Office. Subrecipient shall name the City as an additional insured under the commercial general liability policy required by **Section 17.2**.

- c. Subrecipient's insurance, except for Automobile Liability, shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from Subrecipient's operations under this Contract. Subrecipient and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees (as defined in **Section 16**).
- d. The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Subrecipient and/or subcontractors providing such insurance.
- e. Within three (3) days after execution of this Contract, Subrecipient shall provide the City with Certificates of Insurance documenting that the insurance requirements set forth in this **Section 17** have been met, and that the City be given thirty (30) days' written notice of any intent to amend coverage or make material changes to or terminate any policy by either the insured or the insurer. Subrecipient shall further provide such certificates of insurance to the City at any time requested by the City after execution of this Contract, and shall provide such certificates within five (5) days after the City's request. The City's failure to review a certificate of insurance sent by or on behalf of Subrecipient shall not relieve Subrecipient of its obligation to meet the insurance requirements set forth in this Contract.
- f. Should any or all of the required insurance coverage be self-funded/self-insured, Subrecipient shall furnish to the City a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.
- g. If any part of the work under this Agreement is sublet, the subcontractors shall be required to meet all insurance requirements set forth in this **Section 17**, provided that the amounts of the various types of insurance shall be such amounts as are approved by the City in writing. However, this will in no way relieve Subrecipient from meeting all insurance requirements or otherwise being responsible for the subcontractors.
- 17.2 Subrecipient agrees to purchase and maintain, during the life of this Agreement, with an insurance company acceptable to the City and authorized to do business in the State of North Carolina, the following insurance policies:
- a. **Automobile Liability.** Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate, or as the State of North Carolina requires, whichever is greater.
- b. **Commercial General Liability.** Bodily injury and property damage liability shall protect Subrecipient and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Subrecipient, any subcontractor, or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement.

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c. **Workers' Compensation Insurance.** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

d. **Umbrella.** Umbrella insurance should be no less than \$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise, \$2,000,000 per occurrence.

e. **Professional Liability.** Professional Liability insurance policy limit requirements shall be based on the total amount of compensation to be paid to Subrecipient under this Agreement and on a determination by City of whether the services provided under this Agreement are for hazardous or non-hazardous activities. The required limits are:

Non-Hazardous Activities: \$1,000,000 per claim/\$1,000,000 annual aggregate.

Hazardous Activities:

For contracts less than \$100,000: \$2,000,000 per claim/\$2,000,000 annual aggregate.

For contracts over \$100,000: \$5,000,000 per claim/\$5,000,000 annual aggregate

18. Drug-Free Workplace. The City is a drug-free workplace employer. The Concord City Council has adopted a policy requiring Companies to provide a drug-free workplace in the performance of any City contract. Subrecipient hereby certifies that it has or it will within thirty (30) days after execution of this Agreement:

- 18.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 18.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) Subrecipient's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 18.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- 18.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 18.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 18.6 Require any party to which it subcontracts any portion of the work under this Agreement to comply with the above provisions.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be grounds for suspension, termination or debarment.

19. **Civil Rights.** ^{Type text 1} As a condition of entering into this Agreement, Subrecipient represents and warrants that it will fully comply with all civil rights laws and implementing regulations including, but not limited to, the following:

- a. Nondiscrimination in Federal Public Transportation Programs. The Subrecipient agrees to comply, and assures the compliance of each third party contractor at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- b. Title VI of the Civil Rights Act. The Subrecipient agrees to comply, and assures the compliance of each third party contractor at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations.
- c. Equal Employment Opportunity. The Subrecipient agrees to comply, and assures the compliance of each third party Subrecipient at any tier of the Project and each sub-recipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. Accordingly, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Subrecipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- d. E-Verify Compliance. The Subrecipient agrees that if it enters into any subcontracts in order to perform any of its obligations under this contract, will require that the contractors and its subcontractors comply with the requirements of NC Gen. Stat. Article 2 of Chapter 64.
- e. Disadvantaged Business Enterprises. The Subrecipient agrees to promote the use of small and disadvantaged business enterprise contractors.

- (1) Policy. It is the policy of the CITY that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds.

- 1 1W(2) Goals. Even though specific DBE goals are not established for this project, the CITY encourages the Subrecipient to have participation from DBE contractors and/or suppliers.
- (3) Listing of DBE Subcontractors. The Subrecipient shall submit a listing of all known DBE subcontractors that will participate in the performance of this Project.
 - (4) DBE Certification. Only contractors identified as DBE certified through NCDOT's Unified Certification Program (UCP) shall be listed and counted for DBE participation.
 - (5) Reporting Disadvantaged Business Enterprise Participation. When payments are made to Disadvantaged Business Enterprise (DBE) contractors, including material suppliers, contractors at all levels, the Subrecipient shall provide the CITY with an accounting of said payments.
 - (6) Replacement of Subcontractors. Subrecipient shall not replace a DBE subcontractor without prior approval of the CITY. CONTRACTOR agrees to make a good faith effort to replace any DBE subcontractor with another DBE subcontractor.
- f. Access for Individuals with Disabilities. The Subrecipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Subrecipient also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Subrecipient agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the CITY determines otherwise in writing.
- g. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that the CITY determines otherwise in writing, the Subrecipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001.

- h. Environmental Justice. The Subrecipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the CITY determines otherwise in writing.
- i. Other Nondiscrimination Laws. The Subrecipient agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable.

As a condition of entering into this Agreement, Subrecipient agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Agreement; and (b) if requested, provide to the City, within sixty (60) days after the request, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Subrecipient has used on City contracts in the past five (5) years, including the total dollar amount paid by contractor on each subcontract or supply contract. Subrecipient further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

Subrecipient understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Subrecipient from participating in City contracts and other sanctions.

20. Notices and Principal Contacts. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For Subrecipient:

Valerie Steele
2726 Old Concord Rd
Salisbury, NC 28146
Phone: (704)216-8889
E-mail:
Valerie.Steele@rowancountync.gov

For the City:

Jessica Jones
35 Cabarrus Ave West
PO Box 308
Concord, NC 28026-308
Phone: (704) 920-5222
Fax: (704) 920-5231
E-mail: jonesj@concordnc.gov

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall further be copied to the following (in addition to being sent to the individuals specified above):

For Subrecipient:

Jay Dees
Rowan County Attorney

For the City:

Valerie Kolczynski
City Attorney's Office

130 West Innes St
Salisbury, NC 28144
Phone: 704-216-8198
email:
jay.dees@rowancountync.gov

35 Cabarrus Ave West
PO Box 308
Concord, NC 28226
Phone: (704) 920-5118
E-mail: kolczynv@concordnc.gov

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

- 21. Governing Law, Jurisdiction and Venue.** North Carolina law shall govern interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). Any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Cabarrus County, North Carolina. By the execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Cabarrus County, North Carolina. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

22. Breaches and Dispute Resolution.

- 22.1 For all disputes, the parties shall first meet in good faith to resolve the dispute. If the parties are unsuccessful in settling the dispute, such meeting shall be followed by non-binding mediation conducted pursuant to the conditions set forth in this Section.
- 22.2 Any contractor or subcontractor performing work or providing supplies or services used in this Agreement that is a party to an issue or claim in which the amount in controversy is at least fifteen thousand dollars (\$15,000) may require others that are party to the issue or claim to participate in the Dispute Resolution Process set forth in this Section. Unless otherwise directed by the City, Subrecipient shall continue performance under this Agreement while matters in dispute are being resolved. The process set forth by this Section may be foregone upon the mutual written agreement of all parties in interest to the individual dispute. Otherwise, full compliance with this Section is a precondition for any party to initiating any form of litigation concerning the dispute.
- 22.3 Subcontract Inclusion. Subrecipient shall and hereby agrees to include this Section in every subcontract or any other agreement it enters into with any party that will be involved in this project.
- 22.4 Parties at Issue and Required Notice.
- (a) If the City is not a party to the issue or claim, the party requesting dispute resolution must notify the City, in writing, of the requested dispute resolution and must include a brief summary of the issue including the alleged monetary value of the issue. The written notice must be sent to the City prior to the service of the request for dispute resolution upon the parties to the issue.
- (b) If the party requesting dispute resolution is a subcontractor, it must first submit its claim to the Prime Contractor with whom it has a contract. If the matter is not resolved through the Prime Contractor's informal involvement, then the matter becomes ripe for the Dispute Resolution Process under this Section, and the party

may submit its written notice of Dispute Resolution to the City.

- (c) The City is under no obligation to secure or enforce compliance with this Section in which the City is not a party. The City is entitled to notice as required by this Section, but has no obligation to administer, mediate, negotiate, or defray any costs in which the City is not a party, except for the selection of a mediator as set forth in Subsection 18.6.1 below.
- (d) If the City is a party to the issue, the party requesting resolution must submit a written request to the City.
- (e) Upon receipt of a written request for dispute resolution that fully complies with the requirements of this Section, the parties to the dispute shall follow the process as set forth in this Section in good faith. The costs of the process shall be divided equally among the parties.

22.5 Formal Resolution Meeting. Representatives of each party shall meet as soon as reasonable to attempt in good faith to resolve the dispute. If the City is a party to the dispute, all other parties must be represented by a person with the authority to settle the dispute on behalf of their respective organizations. The parties may, by agreement and in good faith, conduct further meetings as necessary to resolve the dispute. If resolution is not achieved, the parties shall initiate mediation as set forth below.

22.6 Mediation.

- (a) Selection of Mediator. The parties shall in good faith select a mediator certified in accordance with the rules of mediator certification in Superior Court in North Carolina. If the parties desire a mediator not so certified, the City's consent to such a mediator must first be obtained in writing. If the parties cannot agree to a mediator within a reasonable time, the City shall have the right to unilaterally select a certified mediator if the City is a party to the dispute or, if the City is not a party to the dispute but is requested to do so by a party to the dispute.
- (b) Mediation Contract. Upon selection of a mediator, the parties to the dispute shall in good faith enter into a mediation agreement that shall include terms governing the time, place, scope, and procedural rules of the mediation including those set forth in Subsection 22.6(c) below. The agreement shall also include terms governing the compensation, disqualification, and removal of the mediator. All terms of the mediation agreement must be consistent with the terms of this Section and Agreement, as well as all applicable laws. If the parties fail to agree to the procedural rules to be used, then the American Arbitration Association Construction Industry Mediation Rules shall be used to the extent such rules are consistent with this Agreement and applicable law.
- (c) Stalemate. If after all reasonable good-faith attempts to resolve the dispute have been made, it appears to the mediator that the parties are at a stalemate with no significant likelihood of reaching resolution, the mediator shall so inform the parties and shall issue a written Notice of Stalemate, which shall conclude the dispute resolution process, unless the parties agree otherwise.

23. No Liability for Special or Consequential Damages. The City and Subrecipient shall not be liable to each other, their agents or representatives or any subcontractors for or on account of any stoppages or delay in the performance of any obligations of the City, or any other consequential, indirect or special damages or lost profits related to this Agreement.

24. **Severability.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
25. **No Publicity.** No advertising, sales promotion or other materials of Subrecipient or its agents or representations may identify or reference this Agreement or the City in any manner without the written consent of the City.
26. **Approvals.** All approvals or consents required under this Agreement must be in writing.
27. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any right or remedy, or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that right or remedy or of any other right or remedy.
28. **Survival of Provisions.** All provisions of this Agreement which by their nature and effect are required to be observed, kept or performed after termination of this Agreement shall survive the termination of this Agreement and remain binding thereafter, including but not limited to the following:
- | | |
|-------------|--|
| Section 7.5 | “Employment Taxes and Employee Benefits” |
| Section 11 | “Equipment” |
| Section 13 | “Representations and Warranties of Subrecipient” |
| Section 14 | “Termination of Agreement” |
| Section 16 | “Indemnification” |
| Section 17 | “Insurance |
| Section 20 | “Notices and Principal Contacts” |
29. **Familiarity and Compliance with Laws and Ordinances.** Subrecipient agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Project. Subrecipient further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Project.
30. **Conflict of Interest and Code of Conduct.** Subrecipient shall notify the City immediately if it has a real or apparent conflict of interest with regard to this Agreement. Subrecipient shall not use its position for personal or organizational gain. Subrecipient shall not engage in any transaction that presents a real or apparent conflict of interest. Subrecipient shall not engage in any transaction incompatible with the proper discharge of its duties in the public interest or that would tend to impair independent judgment or action in performance of its contractual obligations.

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Subrecipient shall not give gifts or favors to City staff nor shall City staff accept gifts or favors in violation of N.C.G.S. § 133-32 or City Policy HR 12.3 regarding gifts and favors.

- 31. Construction of Terms.** Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.
- 32. Federal Clauses.** The work to be performed under this Agreement will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Agreement. The most recent of such Federal requirements, including any amendments made after the execution of this Agreement, shall govern this Agreement, unless the Federal Government determines otherwise. Subrecipient agrees to comply with the following federal requirements that are applicable to this Agreement and shall incorporate these requirements into any subagreement or subcontract it executes pursuant to its obligations under this Agreement.

To the extent applicable, the Federal requirements contained in the most recent version of the Federal Transit Administration (“FTA”) Master Agreement, as amended (the “Master Agreement”), including any certifications and contractual provisions required by any Federal statutes or regulations referenced therein to be included in this Agreement, are deemed incorporated into this Agreement by reference and shall be incorporated into any sub agreement or subcontract executed by Subrecipient pursuant to its obligations under this Agreement. Subrecipient and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the Master Agreement then in effect and with all applicable Federal, State and Local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the work to be performed under this Agreement. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the FTA terms and conditions.

- 32.1 Energy Conservation. Subrecipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et. seq.* This requirement extends to all third party contractors and their contracts at every tier.
- 32.2 Clean Water.
- (a) Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, *et seq.* Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 - (b) Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- 32.3 Clean Air. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, *et seq.* Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 32.4 Recovered Materials. Subrecipient agrees to comply with all the requirements of section 6002 of the Resource conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- 32.5 Charter Bus Operations. Subrecipient agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.
- 32.6 School Bus Operations. Pursuant to 49 U.S.C. § 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
- 32.7 Lobbying. Pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended by the Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601, *et seq.*, Subrecipient shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." This requirement extends to all third-party contractors and their contracts at every tier. Each tier certifies to the tier above that it has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the City. This Certification is attached with Subrecipient's Project Documents in Exhibit A.
- 32.8 Access to Records and Reports. Subrecipient agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Subrecipient agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Subrecipient agrees to maintain same until the City, the FTA Administrator, the Comptroller General or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

- 32.9 Federal Changes. Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Subrecipient's failure to so comply shall constitute a material breach of this Agreement.
- 32.10 No Government Obligation to Third Parties. The City and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Section 5310 grant, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, Subrecipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Section 5310 grant.

Subrecipient agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

- 32.11 Program Fraud and False or Fraudulent Statements or Related Acts.
- (a) Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, *et. seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of this Agreement, Subrecipient certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made pertaining to the underlying Agreement or the Project. In addition to other penalties that may be applicable, Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.
 - (b) Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Subrecipient, to the extent the Federal Government deems appropriate.
 - (c) Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

32.12 Disputes, Breaches, Defaults, or Other Litigation.

- (a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
- (b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.
 - (i) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - (ii) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
 - (iii) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.
- (c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the

percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

- (d) **Enforcement.** The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

32.13 **Government-Wide Debarment and Suspension (Nonprocurement).** This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, Subrecipient is required to verify that neither it, nor its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) is excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Subrecipient is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction in which it enters. Upon execution of this Agreement, Subrecipient certifies as follows:

“The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Subrecipient agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Agreement. Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

32.14 **Civil Rights Requirements.** The following requirements apply to this Agreement:

- (a) **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- (b) **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Agreement:

- (i) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive

orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.

- (ii) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.
- (iii) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Subrecipient agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.

Subrecipient also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

- 32.15 Disadvantaged Business Enterprises. Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by Subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate. Subrecipient agrees to include the assurance in this paragraph in any agreement it signs with a subcontractor for the Project.
- 32.16 ADA Access. Subrecipient agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:
 - (a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
 - (b) DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
 - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;

- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- (j) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
- (k) Any implementing requirements FTA may issue.

Subrecipient also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

32.17 Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any of the City's requests which would cause the City to be in violation of the FTA terms and conditions. This requirement extends to all third-party contracts and their contracts at every tier.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

CITY OF CONCORD

By: _____

Print Name: Lloyd Wm. Payne, Jr.

Title: City Manager

Date: _____

ROWAN COUNTY

By: _____

Print Name: Aaron Church

Title: County Manager

Date: _____

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

City of Concord Finance Director

Date

Exhibit A

Subrecipient's Project Documents

Summary of project: This project will allow Rowan Transit System funding to operate the vehicles and provide transportation of seniors and individuals with disabilities. The funds will be used for eligible operating costs for Fiscal Year 2023 (July 1, 2022 – June 30, 2023).

Funding amount: \$35,019 at 100% federal share

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will
DATE: 6/24/22
SUBJECT: Grant Agreement: 5310 Rural State Enhanced Mobility of Seniors & Individuals with Disabilities Program

The NC DOT has approved Rowan County's funding request for FY23 Enhanced Mobility of Seniors & Individuals with Disabilities Grant in the amount of \$218,551, Project Number 23-ED-037.

It is recommended that the Board of Commissioners approve the County Manager to accept the funding by signing the Public Transportation Grant Agreement for Enhanced Mobility of Seniors & Individuals with Disabilities Program for FY23.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Caleb Sinclair
DATE: 07/18/2022
SUBJECT: QBS Exemption for Golder Associates NC

Golder Associates NC has provided a proposal for environmental consulting services for FY23. Qualification Based Selection (QBS) is required when hiring architectural, engineering or surveying services. NCGS 143-64.31 allows for an exemption from the QBS process when the estimated total cost of the contract is less than \$50,000. Staff is requesting that the board of commissioners exempt the contract for Golder Associates NC per NCGS 143-64.31.

Attached is the contract with Golder Associates NC.

Board of Commissioners exempt contract with for environmental program management services with Golder Associates NC per NCGS 143-64.31

AND

Authorize the County Manager to sign the contract with Golder Associates NC f an amount not to exceed \$49,500.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| contract | 7/1/2022 | Cover Memo |

**ROWAN COUNTY CONTRACT MEMORANDUM**

TO: Aaron Church, Rowan County Manager
FROM: Caleb Sinclair
DEPT: Environmental Management
DATE: 06/21/2022
SUBJECT: Landfill compliance Engineering Services


PURPOSE OF CONTRACT:

Rowan County Environmental Services would like to continue using the services of Golder Associates NC, Inc. to provide environmental program management services for three (3) landfills owned and/or operated by the County. Golder will be responsible for managing and coordinating field, laboratory and routine reporting activities associated with the monitoring the County's landfills and will ensure compliance with the applicable NC General Statutes, NC Solid Waste Management Rules, facility permits and in adherence with project scope and schedule (described in attach). The total fee is not to exceed \$49,500. This is a 5% increase from the FY21-22 amount.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:

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


Caleb Sinclair (Jun 21, 2022 19:36 EDT)

06/21/2022

Signature of Director

DATE

June 8, 2022

Proposal No. 202201289

Mr. Caleb Sinclair, Director

Rowan County Department of Environmental Management
1102 N Long Street Extension
East Spencer, North Carolina 28039

REVISED PROPOSAL FOR PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR THE 2022-2023 FISCAL YEAR

Dear Caleb,

In preparation for fiscal year 2022 - 2023 (FY 22-23), Golder Associates NC, Inc., a member of WSP (Golder), is pleased to submit this revised proposal for the continuation of environmental program management services for the three landfills owned and/or operated by Rowan County (the County), North Carolina (NC). These services are a continuation of services covered under our January 7, 2021, submittal in response to the County's December 21, 2020, *Request for Qualifications*. As you know, the County is responsible for annual water quality monitoring at the closed unlined municipal solid waste (MSW) facility (NC Solid Waste Permit No. 80-01), as well as semi-annual water quality monitoring at the closed construction and demolition (C&D) landfill and the active MSW facility (NC Solid Waste Permit No. 80-03). In addition, quarterly methane monitoring is required for permit 80-03.

Golder proposes to be responsible for managing and coordinating field, laboratory, and routine reporting activities associated with the County's environmental monitoring programs at the closed and active landfills to ensure compliance with the applicable NC general statutes, NC Solid Waste Management Rules (NCSWMR), the facility permits, and in adherence with project scope and schedule (describe in detail below). This proposal includes the fees associated with services related to routine annual/semi-annual water quality sampling and reporting at the active and closed landfills, quarterly landfill gas monitoring and reporting at the active MSW and closed C&D landfill, as well as general consulting services (budget which has been historically used to cover unscheduled issues such as special waste acceptance, verification sampling, minor alternate source demonstrations, well redevelopment, etc.).

SCOPE AND SCHEDULE

Based on the services provided in the previous fiscal year (July 1, 2022 through June 30, 2023) and our understanding of the site monitoring requirements, we are proposing the following activities for FY 22-23:

Task 100: Active MSW and Closed C&D Landfill Water Quality Monitoring and Reporting (Active Site – NC SWP # 80-03)

Phase 100 activities consist of coordinating and performing the water quality monitoring (which includes the sampling of groundwater, surface water, and leachate) and associated reporting at the active MSW landfill and closed C&D landfill located at 789 Campbell Road in Woodleaf, NC. As presented, the water quality monitoring at these facilities is performed semi-annually (typically in January and July) as required by the NCSWMR. Golder proposes to continue sampling during January and July to take advantage of reduced laboratory rates during these months. The following monitoring and reporting tasks are included based on the current approved Water Quality Monitoring Plan (WQMP) for the MSW and C&D facilities.

Field Work: Sampling and Analysis

The sampling and analysis scope-of-work consists of the following activities:

- The gauging of static water levels in 24 groundwater monitoring wells during each semi-annual water quality monitoring event at the active MSW landfill and closed C&D landfill.
- The low-flow sampling (utilizing dedicated bladder pumps), the recording of stabilization parameters (in accordance with industry standards), and the laboratory analysis of each sample for NC Appendix I constituents (in accordance with the *Detection Monitoring Program* detailed in 15A NCAC 13B .1633) in 15 groundwater monitoring wells during each semi-annual water quality monitoring event at the active MSW landfill.
- The low-flow sampling (utilizing dedicated bladder pumps), the recording of stabilization parameters (in accordance with industry standards), and the laboratory analysis of each sample for NC Appendix I plus C&D list constituents (in accordance with the *Monitoring Plans and Requirements for C&DLF Facilities* detailed in 15A NCAC 13B .0544) and 1,4-dioxane at groundwater wells MW-17 and MW-19R will be analyzed. The samples from MW-18R will be analyzed for NC Appendix I plus detected Appendix II parameters plus C&D list constituents and 1,4-dioxane in accordance with Assessment Monitoring Work Plan approved by NC Department of Environmental Quality (DEQ) on January 20, 2022. Also, a pore-water sample (PWS-1) will be collected from the stream bed south of MW-18R2 during the 1st semi-annual water quality monitoring event of 2023 for analysis of NC Appendix I Volatile Organic Compounds (VOCs) per the January 18, 2022, *Assessment Monitoring Work Plan*.
- The collection of a groundwater sample, the recording of water quality parameters, and the laboratory analysis of each sample for NC Appendix I constituents (in accordance with the *Detection Monitoring Program* detailed in 15A NCAC 13B .1633) from one underdrain outfall during each semi-annual water quality monitoring event at the active MSW landfill.
- The collection of surface water samples, the recording of water quality parameters, and the laboratory analysis of each sample for NC Appendix I constituents from 5 locations during each semi-annual water quality monitoring event at the active MSW and closed C&D landfill. The sample for the C&D unit (SW-5) will also be analyzed for 1,4-dioxane during each event.
- The collection of a leachate sample, the recording of water quality parameters, and the laboratory analysis of the sample for NC Appendix I constituents plus chemical oxygen demand (COD), biological oxygen demand (BOD), phosphate, nitrate, and sulfate. Annually during the first semi-annual event, the leachate is also analyzed for 1,4-dioxane.

- The collection of a field blank using laboratory de-ionized water for the laboratory analysis of NC Appendix I constituents plus tetrahydrofuran (THF), 1,4-dioxane, mercury, iron, and manganese.
- The analysis of a trip blank for NC Appendix I volatile organic compounds (VOCs) plus tetrahydrofuran.
- The completion of a visual inspection and the documentation of the inspection results on a *Well Condition Summary Form* which documents the conditions of each monitoring well and other relevant site features during each monitoring event.

As presented, during each water quality monitoring event, Golder will record field measurements (e.g., water quality or stabilization parameters) including pH, specific conductance or conductivity, temperature, dissolved oxygen, oxidation reduction potential, and turbidity. After collection of each sample, the sample bottles will be placed in a cooler on ice and tracked under a chain-of-custody until their delivery at the laboratory. Golder proposes to continue to utilize Environmental Conservation Laboratories (ENCO) located in Cary, NC for laboratory services.

Prior to use each day, the water quality meter, turbidity meter, and any additional field equipment utilized will be calibrated in the field in accordance with the manufacturer's specifications. Calibration information will be recorded on an equipment calibration log. As outlined in the facility WQMP the upgradient groundwater monitoring wells and upstream surface monitoring locations will be purged and sampled prior to the collection of samples from downgradient (or downstream) monitoring locations to mitigate the potential for cross-contamination. In addition, field equipment will be decontaminated between each sampling location.

Golder will maintain copies field notes, field information logs, well inspection summary forms, calibration logs, and chain-of-custody forms on file for future reference, and will incorporate copies of the field information logs, well inspection forms, and chain-of-custody forms into the semi-annual water quality monitoring reports.

Reporting:

Following the receipt of the laboratory analytical results, Golder will review the laboratory-provided quality assurance and quality control (QA/QC) data and qualify relevant data as appropriate in accordance with published US Environmental Protection Agency (US EPA) protocols or applicable NC DEQ guidance. After reviewing the laboratory data for completeness and QA/QC, Golder will assess the data (using statistics if necessary) and advise the County of any potential detections of concern by comparing the results to the applicable water quality standards. Should verification sampling be deemed necessary, Golder will provide scope, schedule, and fees and propose to complete the verification sampling under our general consulting phase (included as Phase 300).

Following receipt of the complete data package (inclusive of any potential verification sampling activities), Golder will prepare a *Semi-Annual Water Quality Monitoring Report*, which will be submitted in draft form to the County for review and comment prior to final submission to NC DEQ. As required by the NCSWMRs, each *Semi-Annual Water Quality Monitoring Report* will contain:

- A discussion of field activities and statistical evaluation methods
- A summary table of laboratory analytical results
- A summary table of statistical evaluations (any evaluations required for the active MSW and closed C&D facilities based on exceedances of applicable water quality standards)

- A summary table of static water level measurements
- A site location and potentiometric groundwater surface contour map which will include the direction of groundwater flow and an evaluation of the rate of groundwater flow (for the active MSW and closed C&D landfills)
- Documentation of field activities (including the field information logs)
- Statistical evaluation worksheets (if required)
- The laboratory certificates-of-analysis and chain-of-custody forms
- Conclusions and recommendations (as applicable).

As presented, upon approval of the County, a Golder licensed professional geologist in the State of North Carolina will complete and seal the required electronic data submittal form prior to submitting the *Semi-Annual Water Quality Monitoring Report* to the NC DEQ. The final deliverable provided to the NC DEQ will include the report text, tables, figures, field information logs, laboratory certificates-of-analysis and completed chain-of-custody forms, and any required statistical evaluations, along with required electronic data deliverables. Should a *14-Day Notification of Exceedance of a Groundwater Standard* or an *Alternate Source Demonstration* (ASD) be deemed necessary Golder will again provide scope, schedule, and fees and propose to complete the work under our general consulting phase (Phase 300) or if the proposed fees exceed those remaining in the general consulting phase Golder will provide the County with a new proposal to complete the work.

Task 101: Closed MSW Landfill Water Quality Monitoring and Reporting (Closed Site – NC SWP # 80-01)

Phase 101 activities consist of coordinating and performing the water quality monitoring (which includes the sampling of groundwater and surface water) and associated reporting at the closed MSW landfill located off National Guard Road in Salisbury, NC next to the Mid-Carolina Regional Airport (RUQ). As presented, the water quality monitoring at this facility is performed annually (typically in July) as required by the NCSWMR. Golder proposes to continue sampling during July to take advantage of reduced laboratory rates during this month. The following monitoring and reporting tasks are included based on the applicable NCSWMRs.

Field Work: Sampling and Analysis

The sampling and analysis scope-of-work consists of the following activities:

- The gauging of static water levels in 5 groundwater monitoring wells during the annual water quality monitoring event at the closed MSW landfill.
- The purging and sampling of 5 groundwater monitoring wells, the recording of water quality parameters during purging and at the time of sampling, and the laboratory analysis of each sample for NC Appendix I VOCs, Resource Conservation and Recovery Act (RCRA) metals, and 1,4-dioxane during the annual water quality monitoring event. Purging of these groundwater monitoring wells prior to sampling will consist of the evacuation of three well volumes prior to sampling per industry standard techniques and US EPA guidelines.
- The collection of surface water samples, the recording of water quality parameters, and the laboratory analysis of each sample for NC Appendix I VOCs, RCRA metals, and 1,4-dioxane from 2 locations during the annual water quality monitoring event at the active MSW and closed C&D landfill.

- The collection of a field blank using laboratory de-ionized water for the laboratory analysis of NC Appendix I VOCs and RCRA metals.
- The analysis of a trip blank for NC Appendix I VOCs.
- The completion of a visual inspection and the documentation of the inspection results on a *Well Condition Summary Form* which documents the conditions of each monitoring well and other relevant site features during the annual monitoring event.

As presented, during each water quality monitoring event, Golder will record field measurements (e.g., water quality or stabilization parameters) including pH, specific conductance or conductivity, temperature, dissolved oxygen, oxidation reduction potential, and turbidity. After collection of each sample, the sample bottles will be placed in a cooler on ice and tracked under a chain-of-custody until their delivery at the laboratory. As presented, Golder proposes to continue to utilize ENCO located in Cary, NC for laboratory services.

Prior to use each day, the water quality meter, turbidity meter, and any additional field equipment utilized will be calibrated in the field in accordance with the manufacturer's specifications. Calibration information will be recorded on an equipment calibration log. As outlined in the facility WQMP the upgradient groundwater monitoring wells and upstream surface monitoring locations will be purged and sampled prior to the collection of samples from downgradient (or downstream) monitoring locations to mitigate the potential for cross-contamination. In addition, field equipment will be decontaminated between each sampling location.

Golder will maintain copies field notes, field information logs, well inspection summary forms, calibration logs, and chain-of-custody forms on file for future reference, and will incorporate copies of the field information logs, well inspection forms, and chain-of-custody forms into the annual water quality monitoring reports.

Reporting:

Following the receipt of the laboratory analytical results, Golder will review the laboratory-provided QA/QC data and qualify relevant data as appropriate in accordance with published US EPA protocols or applicable NC DEQ guidance. After reviewing the laboratory data for completeness and QA/QC, Golder will assess the data (using statistics if necessary) and advise the County of any potential detections of concern by comparing the results to the applicable water quality standards. Should verification sampling be deemed necessary, Golder will provide scope, schedule, and fees and propose to complete the verification sampling under our general consulting phase (included as Phase 300).

Following receipt of the complete data package (inclusive of any potential verification sampling activities), Golder will prepare an *Annual Water Quality Monitoring Report*, which will be submitted in draft form to the County for review and comment prior to final submission to NC DEQ. The *Annual Water Quality Monitoring Report* will contain:

- A discussion of field activities and statistical evaluation methods (if applicable)
- A summary table of laboratory analytical results
- A summary table of statistical evaluations (if applicable)
- A summary table of static water level measurements
- A site location map showing the location of each sampling point

- Documentation of field activities (including the field information logs)
- Statistical evaluation worksheets (if required)
- The laboratory certificates-of-analysis and chain-of-custody forms
- Conclusions and recommendations (as applicable).

As presented, upon approval of the County, a Golder licensed professional geologist in the State of North Carolina will complete and seal the required electronic data submittal form prior to submitting the *Annual Water Quality Monitoring Report* to the NC DEQ. The final deliverable provided to the NC DEQ will include the report text, tables, figures, field information logs, laboratory certificates-of-analysis and completed chain-of-custody forms, and any required statistical evaluations, along with required electronic data deliverables. Should an ASD be deemed necessary Golder will again provide scope, schedule, and fees and propose to complete the work under our general consulting phase (Phase 300) or if the proposed fees exceed those remaining in the general consulting phase Golder will provide the County with a new proposal to complete the work.

Task 200: Quarterly Landfill Gas Monitoring and Reporting

Phase 200 activities will include the coordination and performance of four quarterly landfill gas monitoring events and the completion of the associated report for each monitoring event as required by 15A NCAC 13B .1626 (for the MSW landfill), 15A NCAC 13B .0544 (for the C&D landfill), and the current NC solid waste permit. The tasks included in this phase are detailed below.

Field Work:

The quarterly landfill gas monitoring event will include the following:

- Compliance monitoring at the active MSW landfill which consists of the monitoring of 7 landfill gas probes (or methane monitoring wells) and 2 on-site structures (the maintenance shop and scale-house) for the presence of methane and carbon dioxide (the main components of landfill gas) as well as for oxygen and balanced gas (or nitrogen) as required by the NCSMRs and the applicable NC DEQ guidance.
- Compliance monitoring at the closed C&D landfill which consists of the monitoring of 1 landfill gas probe for the presence of methane, carbon dioxide, oxygen, balanced gas, and hydrogen sulfide as required by the NCSMRs and the applicable NC DEQ guidance.
- In addition to the compliance monitoring at the active MSW landfill, 4 additional assessment monitoring landfill gas probes are monitored. The assessment landfill gas probes are also monitored for the presence of methane, carbon dioxide, oxygen, and balanced gas.

Golder proposes to conduct each landfill gas monitoring event utilizing a GEM 5000 (or equivalent instrument) capable of measuring methane, carbon dioxide, oxygen, and balanced gas as a percentage in air and hydrogen sulfide in parts-per-million (ppm). A calibration form for the GEM 5000 will be obtained from the vendor and the instrument will be calibrated in the field prior to each use. Field notes will be taken during the calibration process and the vendor calibration form and the field calibration notes as well as pertinent weather conditions including general weather, barometric pressure, wind direction, temperature, and humidity will be recorded and incorporated into each *Quarterly Landfill Gas Monitoring Report*.

Reporting:

As presented, a *Quarterly Landfill Gas Monitoring Report* will be completed after the conclusion of each quarterly monitoring event. The format for this report will be a letter including attachments such as the boundary gas probe monitoring log, a landfill gas monitoring location map, and the required NC DEQ environmental monitoring form for data submission. Regulation only requires a 7-day notification if methane is detected above the lower explosive limit (i.e., above 5% methane per volume in air) in the landfill gas boundary probes or above 25% of the lower explosive limit (LEL) in an onsite structure. Upon approval from the County, a Golder licensed professional geologist in the State of North Carolina will complete and seal the required electronic data submittal form prior to submitting the *Quarterly Landfill Gas Monitoring Report* to the NC DEQ only if required. Otherwise, reports will be submitted to the County including a hard copy for the facility records.

Should methane be detected above 25% of the LEL in an on-site structure Golder will notify the facility manager and recommend evacuation of the building and notification of the fire department. Following detection of methane in boundary probes during the July 2013 landfill gas monitoring event the on-site structures have been equipped with continuous explosive gas monitoring devices so this scenario is unlikely. If methane is detected above the LEL in a boundary probe Golder will assist the County in perusing an appropriate course of action and will re-monitor the probe within 7-days implementing a remedy. The remedy implementation planning, re-monitoring, or any additional assessment will be performed under the general consulting phase (Phase 300). Should an addendum to the *Landfill Gas Remediation Plan* be deemed necessary Golder will provide scope, schedule, and fees and propose to complete the work under our general consulting phase (Phase 300) or if the proposed fees exceed those remaining in the general consulting phase Golder will provide the County with a new proposal to complete the work.

Task 300: General Consulting Services

As presented, Phase 300 is proposed to provide a readily available billing phase for time and materials allocated by Golder personnel as directed by Rowan County on potential out-of-scope items specific to this project, but not included in the preceding activity phases. These activities will be performed on an as-needed basis and only after obtaining prior approval from Rowan County. These items may include but are not limited to:

- On-site general operational consulting, as requested, including the review of special waste analytical data
- Conduct verification sampling
- Respond to NC DEQ requests for additional information regarding previously submitted ASDs
- Prepare 14-day notifications for groundwater standard exceedances
- Conduct well re-development and/or dedicated pump repair activities
- Complete an ASD, Addendum to Landfill Gas Remediation Plan, etc.
- Other as needed environmental consulting for the County.

HEALTH, SAFETY, SECURITY, & ENVIRONMENT (HSSE)

As part of Golder's corporate HSSE policy we are required to prepare (or in this case update) our site-specific Health and Safety and Environmental Plan (HASEP) prior to mobilization to the site. The HASEP will be consistent with our standards for completing field work at similar facilities in the US, along with the site-specific

information or training that may be required by Rowan County. The HASEP will identify known hazards associated with the site conditions and the work to be performed via the use of risk register. Known hazards such as slips, trips, falls, inclement weather, biological and chemical hazards, driving off-road, and hazards associated with project specific equipment will be recorded and appropriate controls will be implemented to eliminate or mitigate risk. Appropriate engineering controls, administrative controls, or personal protective equipment will be utilized to minimize hazards which cannot be eliminated. At a minimum, a job-safety analysis will be performed prior to commencing work or when conditions change, and safety tailgate meetings will be conducted at the beginning of each day before work begins. At a minimum each of our field team members have received training in first-aid, CPR, AED, and blood borne pathogens, are current with their OSHA 40-Hour HAZWOPER training and have completed the OSHA 10-Hour Construction Safety Training.

PROPOSED FEES

A summary of the proposed project phase budgets is presented in the table below and detailed breakdowns can be provided upon request. The proposed fees for Phase 100, 101, 200 will be billed on a lump sum basis. These phases will be invoiced upon completion of field work for each event and based on a percent complete basis. Fees include a 5% increase from our 2021-2022 fees based on increases in labor and equipment costs (i.e., 5% 12-month running average consumer price index adjustment). As presented, Phase 300 will be invoiced on a time-and-material basis after receiving prior approval from Rowan County. Phase 300 will be invoiced in accordance with the 2022 Golder Associates NC, Inc. rate schedule which has been included as Attachment 1 to this proposal.

As presented, Golder proposes to continue to subcontract ENCO in Cary, NC to perform the required laboratory analyses associated with this project. Note that an increase in laboratory analytical fees is included in our proposed fees. Golder proposes to continue to conduct two of the quarterly landfill gas monitoring events in conjunction with the semi-annual water quality monitoring at the active MSW and closed C&D landfills to reduce the overall number of trips made to the site, reducing cost for the County.

| Phase and Description: | Estimated Fee: |
|--|-----------------|
| Phases to be invoiced on a lump sum basis: | |
| Phase 100: Active MSW and Closed C&D Landfill Monitoring and Reporting | \$29,500 |
| Phase 101: Closed MSW Landfill Monitoring and Reporting | \$5,700 |
| Phase 200: Quarterly Landfill Gas Monitoring and Reporting | \$4,300 |
| Phases to be invoiced on a time and materials basis: | |
| Phase 300: General Environmental Consulting | \$10,000 |
| Annual Total: | \$49,500 |

ASSUMPTIONS AND LIMITATIONS

Golder has prepared this proposal and provided this quotation based on the following assumptions:

- The proposed fees related to water quality monitoring have been prepared with the assumption that the active MSW and monitoring wells MW-17 & MW-19R at the closed C&D landfill will remain in the detection monitoring program during FY 22-23 and no additional assessment monitoring points are added to the monitoring network for the C&D facility.
- As presented, Golder has prepared these estimated fees based on ENCO's increased laboratory analytical fees.
- As presented, Golder assumes that two of the quarterly methane monitoring events will be completed in conjunction with the semi-annual water quality monitoring at the active MSW and closed C&D landfill.
- Golder assumes that Rowan County will provide or share any and all updated site drawings, updated topographic information, etc. in AutoCAD (or compatible) format.
- Fees do not include any additional groundwater assessment activities that may be required for the closed landfill (e.g., additional well installation), nor any significant ASD responses (i.e., field investigations) that may be required for the active landfill.
- As presented, Golder has provided a general environmental consulting budget which has been utilized in the past to address out-of-scope items related to other phases of this project. Golder has proposed to continue to utilize this task during the FY 22-23 for items presented in the section above.
- As we submit this proposal, the world is still in the midst of the Covid-19 health crises and we believe there is an increased risk for potential schedule impacts. Our schedule is based on operating in a normal environment. The Golder team continues to adjust our workflow logistics and our design teams are working remotely in a very effective manner. However, be aware that schedule impacts from elements such as field services delays, permitting agencies, laboratory delays, and key staff illness that neither Golder nor Rowan County have control over are more likely in the current environment. We will communicate proactively, clearly identify project issues as they arise and work with Rowan County to develop a plan to deal with any issues.

CLOSING

We appreciate this opportunity to continue to serve Rowan County and we look forward to continuing our partnership. As you are aware, these services are a continuation of services covered under our January 7, 2021, submittal in response to the County's December 21, 2020, *Request for Qualifications*. We propose to conduct the services (described in detail above) in accordance with our existing terms and conditions in our agreement with Rowan County dated October 10, 2017 and our 2022 GANCI professional rate schedule (attached to this proposal). To authorize Golder to proceed with these activities, please sign and return a copy of the attached proposal acceptance form. Should you have any questions or require additional information, please contact the undersigned at (336) 852-4903.

Please be aware that Golder has been acquired by and is now a Member of the WSP family of companies. Golder remains as a legal entity and is the proposed contracting entity for this proposal. We are in the process of

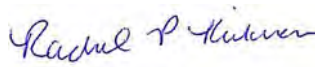
integrating the resources of our companies. Correspondence for this proposal should continue to be addressed to the undersigned.

Sincerely,

Golder Associates NC, Inc.



Darren Cox
Staff Environmental Scientist



Rachel P. Kirkman, PG
Principal and Senior Consultant

DC/RPK/dc

Attachments: 2022 WSP SE EE Rate Schedule
Terms and Conditions
Proposal Acceptance Form

[https://golderassociates.sharepoint.com/sites/163204/project files/1 proposal and project management/2022-2023/fy22-23 proposal rowan county.docx](https://golderassociates.sharepoint.com/sites/163204/project%20files/1%20proposal%20and%20project%20management/2022-2023/fy22-23%20proposal%20rowan%20county.docx)



PROPOSAL ACCEPTANCE FORM TERMS AND CONDITIONS (EARTH & ENVIRONMENT)

PROPOSAL NUMBER: 202201289

RE: ENVIRONMENTAL CONSULTING SERVICES PROPOSAL FOR ROWAN COUNTY LANDFILLS

WOODLEAF, NORTH CAROLINA (Continuation of Services from 12-21-20 RFQ)

SUBMITTED this 1st day of June, 2022.

BY: Rachel P. Kirkman, PG

for CONSULTANT, defined as: Golder Associates NC, Inc. (GANCI)

The Proposal dated June 1, 2022, attached hereto and the Master Agreement for Consulting Services between GANCI and Rowan County, (dated 10/10/2017), comprise the entire agreement between GANCI and Client

ACCEPTED this ____ day of _____, 20____.

This contract is hereby exempted from the requirements of N.C.G.S. 143-64.31 with an estimated cost less than \$50,000.

BY: _____
(Authorized Representative's Signature on Behalf of Client)

NAME: (Print or Type) _____

TITLE: (Print or Type) County Manager

FOR: Client Name and Address (Print or Type)

Mr. Caleb Sinclair, Director

Rowan County Department of Environmental Management

1102 N. Long Street Extension, East Spencer, North Carolina 28039

Phone: 704-216-8606 Fax: _____ E-mail: caleb.sinclair@rowancountync.gov

| Please address invoices to: | Please address deliverables and notices to: |
|---|---|
| Rowan County Department of Environmental Management | Rowan County |
| PO Box. 430 | County Manager |
| East Spencer NC 28039 | 130 W. Innes Street |
| | Salisbury, NC 28144 |
| ATTN: Rowan County Department of Environmental Management | ATTN: Aaron Church |

BY: Rachel P. Kirkman
Rachel P. Kirkman (Jun 21, 2022 17:35 EDT)

(Authorized Representative's Signature on Behalf of Golder Associates NC, Inc. (G

NAME: (Print or Type) Rachel P. Kirkman

TITLE: (Print or Type) Director, Geologist



**Preferred Rate Schedule
for WSP Earth & Environment
US Southeast Region
Effective January 1, 2022**

Invoices from WSP Earth & Environment include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates. Rates for professional services related to expert testimony, including time spent in depositions and the preparation and presentation of testimony, are available upon request.

Labor charges are based upon standard hourly billing rates for each category of staff. The billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), administrative overheads, and profit. Rates by labor category are as follows:

| Billing Level | Personnel Category | Hourly Rate (U.S.\$) |
|----------------------|-------------------------------------|-----------------------------|
| A-06 | Admin Support | 74 |
| A-07 | Staff Admin Support | 95 |
| A-08 | Senior Admin Support | 109 |
| T-05 | Technician | 76 |
| T-06 | Staff Technician | 86 |
| T-07 | Project Technician | 96 |
| T-09 | Sr. Technician/Construction Manager | 111 |
| T-06 | Draftsperson | 86 |
| T-08 | Project Draftsperson | 105 |
| T-09 | Senior Draftsperson | 111 |
| T-10 | Senior CAD Designer | 121 |
| P-7 | Engineer/Scientist | 94 |
| P-8 | Staff Engineer/Scientist | 114 |
| P-9 | Project Engineer/Scientist | 134 |
| P-10 | Senior Project Engineer/Scientist | 153 |
| X-11 | Senior Engineer/Scientist | 175 |
| X-12 | Senior Consultant | 199 |
| X-13 | Practice/Program Leader | 218 |
| X-14/15 | Senior Practice/Program Leader | 237 |

Other direct costs, including materials, expenses, and subcontractor costs will be invoiced at cost plus a minimum general and administrative fee of 10%.

A 5% office service fee will be added to the total labor costs to cover direct project non-labor office costs including mail, telephone, fax transmissions, as well as reasonable and customary in-house photocopying and document production. Final document and drawings printing and copying will be billed at the following rates:

| SERVICE | RATE |
|----------------|---------------|
| Photocopies | \$0.10/page |
| Plotter | \$0.55/sq.ft. |

Rates for laboratory services and use of equipment owned by WSP will be provided upon request.



GOLDER ASSOCIATES NC, INC. (Golder)
TERMS AND CONDITIONS

1. CLIENT DEFINITION

CLIENT as used herein shall include and apply to all parties equally, be they individuals, corporations, partnerships, associations, government agencies, or other entities, whether acting alone or collectively as a group where the services of this Agreement are being provided to, or on behalf of, the group.

2. STANDARD OF CARE

Services performed by GOLDER will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other members of the engineering and science professions currently practicing under similar conditions subject to the time limits and financial, physical or any other constraints applicable to the Services. No warranty, express or implied is made.

3. INVOICES AND PAYMENT TERMS

GOLDER will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify GOLDER within ten (10) days of receipt of invoice of any dispute with the invoice. CLIENT and GOLDER will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due thirty (30) days from the date of the invoice. CLIENT agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then GOLDER shall have the right to suspend all work under this Agreement, without prejudice. CLIENT will pay all reasonable demobilization and other suspension costs. CLIENT agrees to pay attorneys' fees, legal costs and all other collection costs incurred by GOLDER in pursuit of past due payments.

Where the cost estimate for the scope of Services is "not to exceed" a specified sum, GOLDER shall notify CLIENT before each limit is exceeded, and shall not continue to provide Service beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.

4. CHANGES

CLIENT and GOLDER recognize that it may be necessary to modify the scope of Services, the schedule,

and/or the cost estimate proposed in this Agreement. Such changes shall change the scope of Services, schedule, and/or the cost, as may be equitable under the circumstances. GOLDER shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. GOLDER shall prepare a Change Order request outlining the changes to the scope, schedule, and/or cost of the project. CLIENT has a duty to promptly consider the Change Order request and advise GOLDER in a timely manner in writing on how to proceed. If after a good faith effort by GOLDER to negotiate modifications to the scope of Services, the schedule, and/or the cost estimate, an agreement has not been reached with the CLIENT, then GOLDER shall have the right to terminate this Agreement upon written notice to the CLIENT.

5. DELAYS AND FORCE MAJEURE

If site conditions prevent or inhibit performance of Services or if unrevealed hazardous waste materials or conditions are encountered, Services under this Agreement may be delayed. Any such delays, and any delays caused by CLIENT and its subcontractors, consultants, agents, officers, directors and employees, shall extend the contract completion date and GOLDER shall be paid for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays. Delays within the scope of this Article shall, at the option of either party, make the Agreement subject to renegotiation or to termination.

CLIENT shall not hold GOLDER responsible for damages or delays in performance caused by acts of God, acts and/or omissions of Federal, State and local governmental authorities and regulatory agencies or other events which are beyond the reasonable control of GOLDER. For this purpose, such acts or events shall include, but not be limited to, storms, floods, epidemics, war, riot, strikes, lockouts or other industrial disturbances, and inability with reasonable diligence to supply personnel, information, or material to the project. Should such acts or events occur, it is agreed that GOLDER shall use reasonable efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

6. DATA AND INFORMATION

CLIENT shall provide to GOLDER all the reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. GOLDER shall be entitled to rely upon the reports, data, studies, plans, specifications, documents and other information provided by CLIENT or others in performing the Services and, GOLDER assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in reports, data, studies, plans, specifications, documents or other information provided to GOLDER by CLIENT. GOLDER will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on GOLDER's data, interpretations or recommendations.

7. PROFESSIONAL WORK PRODUCT

The Service provided by GOLDER is intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates (the "Documents") and all electronic media prepared by GOLDER are considered its professional work product. GOLDER retains all rights to its professional work product. Copies of Documents shall be provided to CLIENT upon written request and at CLIENT's expense. GOLDER shall retain these Documents for a period of two (2) years following submission of its report, during which period they will be made available to CLIENT at all reasonable times.

CLIENT acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media version of GOLDER's professional work product. CLIENT understands that the professional work product is not intended or represented by GOLDER to be suitable for reuse by any party, including, but not limited to, the CLIENT, its employees, agents, subcontractors or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether CLIENT's or otherwise, without GOLDER's prior written permission. CLIENT agrees that any reuse unauthorized by GOLDER will be at CLIENT's sole risk and that CLIENT will defend, indemnify and hold GOLDER harmless from any loss or liability resulting from the reuse, misuse or negligent use of the professional work product.

8. INDEPENDENT JUDGMENTS OF CLIENT

If the Services include the collection of samples and data relative to CLIENT's contemplated purchase or

sale of certain property, then GOLDER performs the Services with CLIENT's understanding of the Subsurface Risk. GOLDER will not be responsible for the independent conclusions, interpretations, interpolations and/or decisions of CLIENT, or others, which are the result of this effort. GOLDER does not undertake any Services which would result in any recommendation, advice or direction by GOLDER as to whether CLIENT should or should not proceed to purchase or sell the site in question, but it is understood that CLIENT intends to utilize the data provided by GOLDER to make its own independent judgment in this respect.

9. INSURANCE AND INDEMNITY

GOLDER maintains and shall continue to maintain during the performance of this Agreement its standard insurance coverages as follows:

- Workers' Compensation insurance in compliance with statutory limits
- Employers' liability with the following limits:
Each Accident \$1,000,000
- Business Automobile Liability with the following limits:
Combined Single Limit \$1,000,000
- Commercial General Liability with the following limits:
Each Occurrence \$1,000,000
General Aggregate \$2,000,000
- Professional Liability insurance with the following limits:
Any One Claim \$1,000,000
Policy Aggregate \$3,000,000

CLIENT shall not require GOLDER to sign any document or perform any Service which in the judgment of GOLDER would risk the availability or increase the cost of its professional or general liability insurance.

CLIENT shall, at all times, defend, indemnify and save harmless GOLDER and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, court and arbitration costs, arising out of or resulting from the Services of GOLDER, inclusive of claims made by third parties, or any claims against GOLDER arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors. To the fullest extent permitted by law, such indemnification shall apply regardless of strict liability of GOLDER. Such indemnification shall not apply to the extent such claims, damages, losses or expenses are finally determined to result from GOLDER's negligence.

GOLDER shall, at all times, indemnify and save harmless CLIENT and its officers, directors, agents and employees from and against all claims, damages, losses

and expenses arising from personal injury, death, or damage to third-party property to the extent directly attributable to the negligent acts, errors or omissions of GOLDER.

10. LIMITATION OF LIABILITY

CLIENT shall immediately notify GOLDER of any deficiencies or suspected deficiencies arising directly or indirectly from GOLDER's negligent acts, errors or omissions. Failure by CLIENT to notify GOLDER shall relieve GOLDER of any further responsibility and liability for such deficiencies. CLIENT and GOLDER agree that all liability arising directly or indirectly from this Agreement or the Services of GOLDER shall expire ~~no later than one (1) year from the date of GOLDER's acts, errors, or omissions or prior to the last date as allowed in the applicable statute of limitation, whichever occurs first in time.~~

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, which the CLIENT recognizes is sufficient and reasonable, CLIENT agrees to limit the liability of GOLDER, its employees, officers, directors, agents, consultants and subcontractors to CLIENT, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from GOLDER's acts, errors or omissions, such that the total aggregate liability of GOLDER to all those named shall not exceed \$50,000 or GOLDER's total fee for the Services rendered under this Agreement, whichever is greater.

Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, or other special, indirect, consequential or punitive damages.

11. RIGHT OF ENTRY

CLIENT will provide for the right of entry for GOLDER, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If CLIENT does not own the site, CLIENT must obtain permission for GOLDER to enter the site and perform the Services. While GOLDER will take all reasonable precautions to minimize any damage to the property, it is understood by CLIENT that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

12. SUBSURFACE RISKS

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical and hydrogeologic conditions that GOLDER interprets to

exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter discovered conditions.

In the prosecution of the Services, GOLDER will take all reasonable precautions to avoid damage or injury to subsurface structures or utilities. CLIENT agrees to defend, indemnify and hold GOLDER harmless for any damage to subsurface structures or utilities and for any impact this damage may cause, except to the extent the damage is directly attributable to the negligence of GOLDER.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, a geologic formation, the groundwater, or other hydrous body. GOLDER will adhere to the Standard of Care during the conduct of any subsurface investigation. Because subsurface sampling is a necessary aspect of the work which GOLDER may perform on CLIENT's behalf, CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by any subsurface investigation. CLIENT further agrees to compensate GOLDER for any time spent or expenses incurred by GOLDER in defense of any such claim, in accordance with GOLDER's prevailing fee schedule and expense reimbursement policy.

13. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

All uncontaminated samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. These soil and rock samples or other specimens will be disposed of 60 days after submission of the report. Upon written request, GOLDER will store samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.

All contaminated samples and materials (containing or potentially containing hazardous constituents), soil cuttings, contaminated water, and/or other environmental wastes obtained pursuant to this Agreement remain the property and responsibility of CLIENT and shall be returned to CLIENT for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to turn such equipment, materials and/or samples directly over to a licensed hazardous waste disposal facility may be made at CLIENT's direction and expense. It is understood and agreed that GOLDER is not, and has no responsibility

as, a handler, generator, operator, treator, storer, arranger, transporter, or disposer of hazardous or toxic substances, waste or materials found or identified at the site. CLIENT agrees to indemnify and hold GOLDER harmless from and against all loss, damage, expense, and claims arising out of the disposal of all such samples, materials and equipment.

14. CONTROL OF WORK AND JOB-SITE SAFETY

GOLDER shall be responsible only for its activities and that of its employees and subcontractors. GOLDER's Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against GOLDER because of this Agreement or the performance or nonperformance of Services hereunder. GOLDER will not direct, supervise or control the work of other consultants and contractors or their subcontractors. GOLDER does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier or other entities furnishing materials or performing any work on the project.

Insofar as job site safety is concerned, GOLDER is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. GOLDER shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of GOLDER, nor the presence of GOLDER or its employees and subcontractors, shall be construed to imply that GOLDER controls the operations of others or has any responsibility for job site safety.

15. PUBLIC RESPONSIBILITY

CLIENT has a duty to conform to applicable codes, standards, regulations and ordinances, with regard to public health and safety. While GOLDER performs the Services it will endeavor to alert CLIENT to any matter of which GOLDER becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which GOLDER believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If CLIENT decides to disregard GOLDER's recommendations in these respects, GOLDER shall employ its best judgment in deciding whether or not it should notify public officials. If CLIENT decides to disregard GOLDER's recommendations, GOLDER shall have the right to immediately terminate this Agreement upon written notice to the CLIENT.

16. NOTIFICATION AND DISCOVERY OF HAZARDOUS MATERIALS

Prior to commencing the Services, CLIENT shall furnish to GOLDER all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials, on or under the site. CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed GOLDER.

CLIENT recognizes that hazardous materials or suspected hazardous materials may be discovered on the project site property or on any adjacent property to the site. CLIENT recognizes that it is CLIENT's responsibility, and not GOLDER's, to inform the Owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against GOLDER and agrees to defend, indemnify and hold harmless GOLDER from any claim or liability for injury or loss of any type arising from the discovery of hazardous materials or suspected hazardous materials on CLIENT's property or on property not owned by CLIENT. CLIENT agrees that discovery of unanticipated hazardous materials shall constitute a changed condition for which GOLDER shall be fairly compensated.

17. NOTICES

All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing by hand, facsimile machine, e-mail, or express courier addressed to CLIENT or GOLDER, as the case may be, at the addresses set forth below, with postage thereon fully prepaid if sent by mail or express courier.

All notices, correspondence, deliverables, and invoices shall be submitted to CLIENT as indicated below:
Environmental Management
2727 Old Concord Road, Suite D
Salisbury, NC 28146

Attn: Kathryn Jolly

All notices and correspondence shall be submitted to GOLDER as indicated below:

Golder Associates NC, Inc.
 4900 Koger Boulevard, Suite 140
 Greensboro, NC 27407
 Attn: Rachel Korman, P.G.

The CLIENT's authorized representative hereby represents that he has read and understands the paragraphs entitled Insurance and Indemnity and Limitation of Liability, which deal with the allocation of risk between the CLIENT and GOLDER.

18. TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice, such period shall not be less than seven (7) calendar days. In the event of termination, GOLDBER shall be paid for services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. GOLDBER may complete such analyses and records as are necessary to complete their files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of GOLDBER in completing such analyses, records and reports.

Any extension of this Agreement is subject to the Board of Commissioners' appropriation of necessary funds. Should such Board not appropriate the necessary funds, this Agreement shall be considered terminated.

19. DISPUTES

All disputes, claims, and causes one party makes against the other, at law or otherwise, including third party or "pass-through" claims for indemnification and/or contribution, shall be initiated, determined, and resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending against the claim.

20. CLIENT LITIGATION

If GOLDBER is requested to produce documents, witnesses or general assistance pursuant to a litigation, arbitration or mediation in support of CLIENT litigation to which GOLDBER is not an adverse party, CLIENT shall reimburse GOLDBER for all direct expenses and time in accordance with GOLDBER's current rate schedule.

21. CONFIDENTIALITY

GOLDBER shall endeavor to keep confidential all data and information which is marked confidential and furnished to GOLDBER by CLIENT under this Agreement. GOLDBER's confidentiality obligations

shall not apply if such data or information is within the public domain, previously known to GOLDBER, obtained from third parties without violating any confidentiality agreement, required to be produced by GOLDBER pursuant to any law, subpoena, or court order or required by GOLDBER in the defense of any claim. GOLDBER may use and publish the CLIENT's name and give a general description of the Services rendered by GOLDBER for the purpose of informing other clients and potential clients of GOLDBER's experience and qualifications.

22. INTELLECTUAL PROPERTY

All rights to patents, trademarks, copyrights, and trade secrets owned by GOLDBER (hereinafter "Intellectual Property") as well as any modifications, updates or enhancements to said Intellectual Property during the performance of the Services remain the property of GOLDBER, and GOLDBER does not grant CLIENT any right or license to such Intellectual Property. GOLDBER shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others, unless GOLDBER or its agents, employees or subcontractors are licensed or otherwise have the right to use and dispose of such information. GOLDBER shall also use reasonable efforts to inform the CLIENT of any patent infringement that may be reasonably expected to result from the Services. However, reasonable efforts of GOLDBER shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If GOLDBER performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless then GOLDBER and its officers, directors, agents and employees against all liability, cost, expense, attorneys' fees, claims, loss or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

23. MISCELLANEOUS

a) This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.

b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

o) No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrences on any other occasion.

d) All representations and obligations (including without limitation the obligation of CLIENT to indemnify GOLDER in Article 10 and the Limitation of Liability in Article 11) shall survive indefinitely the termination of the Agreement.

e) Any provision, to the extent it is found to be, unlawful or unenforceable shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.

f) All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of North Carolina, unless the law of another jurisdiction must apply for this Agreement to be enforceable.

g) The term of this Agreement will expire on June 30, 2008, after which it may be extended for 1-year periods by agreement between the parties and appropriation of necessary funds by the Board.

Rowan County
A North Carolina Governmental Unit

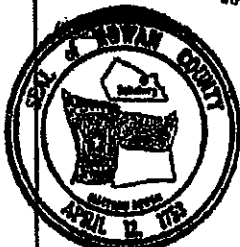
BY:

William K. Cowan, Manager

Date

Attested:

Carolyn Athey, Clerk to the Board



Golder Associates NC, Inc.

BY:

Brian Pollin, P.E., Associate

Date

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

Patricia E. Nechick
FINANCE DIRECTOR

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Scott Shelton, Vice President, Rowan EDC
DATE: July 1, 2022
SUBJECT: Request for Public Hearing for 'Project Finishing'

The Rowan EDC requests that the Board of Commissioners schedule a public hearing for August 1st to consider an incentive request from 'Project Finishing.'

The company is considering Rowan County for a new manufacturing facility.

If our community were chosen, the project would create 29 jobs over the next three years and invest approximately \$6.85 million in building renovations and new equipment.

ATTACHMENTS:

| Description | Upload Date | Type |
|----------------------------|--------------------|-------------|
| Request for Public Hearing | 7/1/2022 | Cover Memo |



Be an original.

Date: July 1, 2022
To: Greg Edds, Chairman
Cc: Aaron Church, County Manager
Carolyn Barger, Clerk to the Board
From: Scott Shelton, Vice President
Re: *Request for public hearing to consider incentives for 'Project Finishing'*

Dear Chairman Edds,

I respectfully request that the Board of Commissioners schedule a public hearing for August 1, 2022, to consider an incentive request from 'Project Finishing.' The company is considering Rowan County for a new manufacturing facility. If our community were chosen, the company would create 29 well-paying jobs over the next three years. While these numbers are preliminary, the company estimates that it will also invest approximately \$6.85 million in building improvements and new equipment.

I look forward to providing you detailed information regarding this request and this project in the coming weeks. Please do not hesitate to contact me with any questions you may have and thank you for considering this matter.

Yours truly,

A handwritten signature in blue ink that reads "Scott Shelton". The signature is written in a cursive, flowing style.

Scott Shelton
Vice President

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner
DATE: 7/18/2022
SUBJECT: Rowan County ADA Contracts

Attached are the two (2) Rowan County ADA contracts for FY23. Each Contract has a total estimated cost of \$91,278.

Board of Commissioners authorized the County Manager to approve two (2) contracts for Rowan County Assistant District Attorneys each contract has a total estimated cost of \$91,278.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| contract 1 | 7/5/2022 | Cover Memo |
| contract 2 | 7/5/2022 | Cover Memo |

NORTH CAROLINA

ROWAN COUNTY

THIS AGREEMENT is made and entered into, as of the date of the last signature below (the “Effective Date”) by and between **Rowan County**, (hereinafter “the County”); **Brandy L. Cook**, District Attorney, Prosecutorial District 27 (hereinafter “the District Attorney”); and the **North Carolina Administrative Office of the Courts** (hereinafter “the NCAOC”).

WITNESSETH

THAT WHEREAS, the District Attorney has applied to the NCAOC Director, pursuant to G.S. 7A-64, for authority to hire one Assistant District Attorney to assist in the speedy disposition of cases involving a threat to public safety;

WHEREAS, pursuant to G.S. 153A-212.1, the County may appropriate funds under contract with the NCAOC for the provision of services for the speedy disposition of cases involving a threat to public safety;

WHEREAS, the County has appropriated funds to implement a program of expediting these cases and has budgeted the annualized sum to pay for the personnel position costs for each position listed in Appendix A, which Appendix A is attached hereto and is incorporated herein as if fully set out;

WHEREAS, the District Attorney agrees that the Assistant District Attorney position shown in Appendix A will meet at least quarterly with the Rowan County Pre-Trial Services Coordinator to discuss jail trends and population;

WHEREAS, the NCAOC Director has found that the District Attorney has made a showing, pursuant to G.S. 7A-64, that the overwhelming public interest warrants the use of additional resources for the speedy disposition of cases involving a threat to public safety within the meaning of that statute;

WHEREAS, the County desires to pay to the NCAOC on behalf of the District Attorney the amounts specified herein for the use by the District Attorney to hire personnel as shown in Appendix A;

WHEREAS, the NCAOC is responsible for administering the receipts and expenditures of the Judicial Department, including the office of the District Attorney; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Agreement as hereinafter set out.

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth, the County does hereby agree to provide funds and the NCAOC agrees to administer the funds on behalf of the District Attorney for the position shown in Appendix A.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:

1. The term of this Agreement shall be for a period of one year, beginning on September 1, 2022 and terminating on August 31, 2023.
2. The employee under this contract will be the employee of the District Attorney accordingly for all purposes, and shall be hired by and work under the supervision and direction of the District Attorney for Prosecutorial District 27.
3. The County will be responsible for paying the personnel and operating costs as budgeted and other related costs that may arise. Any changes in salary shall be communicated in writing to the County, District Attorney, and the NCAOC. The parties agree to act in good faith to facilitate such budget amendments as may be necessary from time to time. The District Attorney shall provide space and furnishings for their staff positions under this agreement commensurate with other staff offices. The NCAOC shall provide administrative services (including Human Resources processing and payroll services) pursuant to this MOA, but shall not contribute funds or be responsible for paying any operating expenses of the project, nor shall the NCAOC or County be responsible for the hiring or supervision of the positions.
4. The County shall provide funds to the NCAOC Chief Financial Officer as outlined in Appendix A. Expenses for unemployment, workers compensation and disability claims, as outlined in paragraph 8 below, are unforeseen expenses which are not included in Appendix A and may increase the Counties' financial obligation above and beyond the base amount indicated in Appendix A should a claim be filed.
5. The County agrees to provide to the NCAOC all operating costs associated with the position in this contract in accordance with annual NCAOC position cost statements supplied by the NCAOC Financial Services Division, as shown in Appendix A. Typical operating costs in NCAOC position cost statements represent expenditures such as transportation, meals and lodging, postage, registration fees, maintenance agreements, office equipment, general office supplies, telephone service and equipment, personal computer and printer, software, and wiring and installation. Using funds provided by the County, the NCAOC will purchase and maintain all equipment outlined in Appendix A. The County will submit payment upon the receipt of a detailed invoice.
6. If the County fails to pay an invoice within 60 days of receipt, the NCAOC will apply the requisite amount of court facilities fees collected pursuant to G.S. 7A-304 and 7A-305 toward the outstanding invoice amount. If the County chooses to remit payment to the NCAOC after the court facilities fees have already been applied to the outstanding invoice amount, the NCAOC will reclassify the amount of court facilities fees allocated to the outstanding invoice so that that County will receive its full share of court facilities fees pursuant to G.S. 7A-304 and 7A-305.

7. The County agrees that it will increase the payments under this Agreement by the amount necessary to provide for each of the following increases in the compensation or benefits of any person whose position is funded under this Agreement, with each increase to become effective on the effective date of the relevant increase in compensation or benefits as set forth by the North Carolina General Assembly. Should the amounts needed for any increase exceed ten percent (10%) of the total contract amount, the County must agree in writing to any amount in excess of ten percent (10%) of the total contract amount. If the County does not agree in writing to pay the amount in excess of ten percent (10%), then the parties may terminate this contract in accordance with paragraph 9 below.
 - a. Any increase in salary due to legislative act, reclassification, in-range adjustment, or longevity
 - b. Any increase in salary to which any assistant or deputy clerk is entitled under the pay plan adopted pursuant to G.S. §7A-102
 - c. Any legislatively mandated increase in the employer contributions to the North Carolina Teachers' and State Employees' Retirement System or the Consolidated Judicial Retirement System
 - d. Any legislatively mandated increase in the employer's premium to provide coverage under the North Carolina Teachers' and State Employees' Major Medical Plan
8. The County agrees to reimburse the NCAOC for any and all costs arising from an unemployment, workers' compensation and/or disability claim submitted by an employee under this contract who qualifies for such payments based on his/her duration of employment with the Judicial Department. The County agrees to reimburse the NCAOC for all costs arising from any such claim that is submitted after the contract period specified in paragraph 1 above, so long as the termination of employment or injury that is the subject of such claim occurred during said contract period. Costs arising from unemployment, workers' compensation and/or disability claims are not included in Appendix A and may result in costs in excess of those outlined in paragraph 4 above. Absent a specific line item in Appendix A for unemployment, workers' compensation, and/or disability costs, such costs may be offset and covered with (i) funds reallocated from other line items, where available; and/or (ii) lapsed salary resulting from vacant positions under this Agreement or future comparable agreements. Vacant positions under this Agreement may be held vacant for an extended period of time to ensure that there will be a sufficient amount of lapsed salary with which to reimburse the NCAOC for any such claims. This provision does not limit the authority of the Office of the North Carolina Attorney General to represent the NCAOC in any litigation that may arise hereunder. Additionally, the NCAOC may purchase worker's compensation insurance to cover any workers' compensation claims that may be filed in accordance with this MOA. The County agrees to reimburse the NCAOC for the cost of workers' compensation insurance premiums and deductibles paid by the NCAOC. The NCAOC will send an invoice to the County for payment of any and all costs arising

from an unemployment, workers' compensation and/or disability claim and for insurance premiums and deductibles and the County shall pay any invoice not later than 60 days after the County's receipt of the invoice.

9. The NCAOC and the County shall maintain all appropriate documentation of expenditures under this contract for examination by the Office of the State Auditor. The NCAOC shall provide to the County, and the County shall provide to the NCAOC, copies of said documentation upon request.
10. This Agreement may be terminated by the County, the NCAOC, or the District Attorney upon giving sixty (60) days' notice in writing or by mutual consent of all of the parties.
11. The District Attorney shall immediately advise the County in writing if the position is vacated without a replacement. Said vacancy will suspend the operation of this Agreement until the position is filled.
12. It is understood and agreed between the County, the District Attorney, and the NCAOC that the renewal or extension of the payment specified in this Agreement is dependent upon and subject to the allocation, availability, or appropriation of funds by the County.
13. It is understood and agreed between the County, the District Attorney, and the NCAOC that this Agreement is entered into pursuant to G.S. 7A-64 and 153A-212.1, and that nothing in this Agreement shall be construed to obligate the NCAOC to maintain or request funding for positions or services initially provided under this Agreement.
14. This Agreement may be amended by written agreements executed by all parties, except that if the only change is an increase in positions and corresponding costs, then only the County and the NCAOC need sign the amendment.
15. This Agreement, including Appendix A, is the entire Agreement among the parties and there are no other Agreements, oral, written, expressed or implied.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement, in triplicate originals, as of the Effective Date. The undersigned County Manager agrees to provide the NCAOC with copies of minutes or other documentation authorizing them to execute this contract on behalf of the County.

This the ____ day of _____, 20____.

ROWAN COUNTY

BY: _____
Aaron Church, County Manager

**DISTRICT ATTORNEY
PROSECUTORIAL DISTRICT 27**

BY: _____
Brandy L. Cook

NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS

BY: _____
Director

Approved as to Form

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

County Attorney

County Finance Director

APPENDIX A

Estimated Contract Cost

2/21/2022

Invoices will be based on actual, not estimated, costs.

Position Title: ASSISTANT DISTRICT ATTORNEY

NCAOC cost center 20913440

| | Project Period Costs |
|--|-------------------------|
| Salary & Longevity | 60,000 |
| Social Security 7.65% | 4,590 |
| Retirement 24.5% | 14,700 |
| Health Insurance | 7,600 |
| Workers' Compensation | 300 |
| Unemployment | 700 |
| Office Supplies | 850 |
| Training/Conference Registration Fees | 0 ¹ |
| Law Books | 0 ¹ |
| Hardware, Software, Support Services | 1,092 |
| Telecommunications | |
| Data infrastructure | 492 |
| In-State Travel | |
| Mileage (600 miles x \$0.54/mile) | 324 |
| Lodging (5 days x \$85/day) | 425 |
| Meals (5 days x \$41/day) | 205 |
| Total Estimated Cost | \$91,278 |

¹ Expenses not anticipated during this fiscal year.

NORTH CAROLINA

ROWAN COUNTY

THIS AGREEMENT is made and entered into, as of the date of the last signature below (the “Effective Date”) by and between **Rowan County**, (hereinafter “the County”); **Brandy L. Cook**, District Attorney, Prosecutorial District 27 (hereinafter “the District Attorney”); and the **North Carolina Administrative Office of the Courts** (hereinafter “the NCAOC”).

WITNESSETH

THAT WHEREAS, the District Attorney has applied to the NCAOC Director, pursuant to G.S. 7A-64, for authority to hire one Assistant District Attorney to assist in the speedy disposition of cases involving a threat to public safety;

WHEREAS, pursuant to G.S. 153A-212.1, the County may appropriate funds under contract with the NCAOC for the provision of services for the speedy disposition of cases involving a threat to public safety;

WHEREAS, the County has appropriated funds to implement a program of expediting these cases and has budgeted the annualized sum to pay for the personnel position costs for each position listed in Appendix A, which Appendix A is attached hereto and is incorporated herein as if fully set out;

WHEREAS, the NCAOC Director has found that the District Attorney has made a showing, pursuant to G.S. 7A-64, that the overwhelming public interest warrants the use of additional resources for the speedy disposition of cases involving a threat to public safety within the meaning of that statute;

WHEREAS, the County desires to pay to the NCAOC on behalf of the District Attorney the amounts specified herein for the use by the District Attorney to hire personnel as shown in Appendix A;

WHEREAS, the NCAOC is responsible for administering the receipts and expenditures of the Judicial Department, including the office of the District Attorney; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Agreement as hereinafter set out.

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth, the County does hereby agree to provide funds and the NCAOC agrees to administer the funds on behalf of the District Attorney for the position shown in Appendix A.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:

1. The term of this Agreement shall be for a period of one year, beginning on September 1, 2022 and terminating on August 31, 2023.
2. The employee under this contract will be the employee of the District Attorney accordingly for all purposes, and shall be hired by and work under the supervision and direction of the District Attorney for Prosecutorial District 27.
3. The County will be responsible for paying the personnel and operating costs as budgeted and other related costs that may arise. Any changes in salary shall be communicated in writing to the County, District Attorney, and the NCAOC. The parties agree to act in good faith to facilitate such budget amendments as may be necessary from time to time. The District Attorney shall provide space and furnishings for their staff positions under this agreement commensurate with other staff offices. The NCAOC shall provide administrative services (including Human Resources processing and payroll services) pursuant to this MOA, but shall not contribute funds or be responsible for paying any operating expenses of the project, nor shall the NCAOC or County be responsible for the hiring or supervision of the positions.
4. The County shall provide funds to the NCAOC Chief Financial Officer as outlined in Appendix A. Expenses for unemployment, workers compensation and disability claims, as outlined in paragraph 8 below, are unforeseen expenses which are not included in Appendix A and may increase the Counties' financial obligation above and beyond the base amount indicated in Appendix A should a claim be filed.
5. The County agrees to provide to the NCAOC all operating costs associated with the position in this contract in accordance with annual NCAOC position cost statements supplied by the NCAOC Financial Services Division, as shown in Appendix A. Typical operating costs in NCAOC position cost statements represent expenditures such as transportation, meals and lodging, postage, registration fees, maintenance agreements, office equipment, general office supplies, telephone service and equipment, personal computer and printer, software, and wiring and installation. Using funds provided by the County, the NCAOC will purchase and maintain all equipment outlined in Appendix A. The County will submit payment upon the receipt of a detailed invoice.
6. If the County fails to pay an invoice within 60 days of receipt, the NCAOC will apply the requisite amount of court facilities fees collected pursuant to G.S. 7A-304 and 7A-305 toward the outstanding invoice amount. If the County chooses to remit payment to the NCAOC after the court facilities fees have already been applied to the outstanding invoice amount, the NCAOC will reclassify the amount of court facilities fees allocated to the outstanding invoice so that that County will receive its full share of court facilities fees pursuant to G.S. 7A-304 and 7A-305.

7. The County agrees that it will increase the payments under this Agreement by the amount necessary to provide for each of the following increases in the compensation or benefits of any person whose position is funded under this Agreement, with each increase to become effective on the effective date of the relevant increase in compensation or benefits as set forth by the North Carolina General Assembly. Should the amounts needed for any increase exceed ten percent (10%) of the total contract amount, the County must agree in writing to any amount in excess of ten percent (10%) of the total contract amount. If the County does not agree in writing to pay the amount in excess of ten percent (10%), then the parties may terminate this contract in accordance with paragraph 9 below.
 - a. Any increase in salary due to legislative act, reclassification, in-range adjustment, or longevity
 - b. Any increase in salary to which any assistant or deputy clerk is entitled under the pay plan adopted pursuant to G.S. §7A-102
 - c. Any legislatively mandated increase in the employer contributions to the North Carolina Teachers' and State Employees' Retirement System or the Consolidated Judicial Retirement System
 - d. Any legislatively mandated increase in the employer's premium to provide coverage under the North Carolina Teachers' and State Employees' Major Medical Plan
8. The County agrees to reimburse the NCAOC for any and all costs arising from an unemployment, workers' compensation and/or disability claim submitted by an employee under this contract who qualifies for such payments based on his/her duration of employment with the Judicial Department. The County agrees to reimburse the NCAOC for all costs arising from any such claim that is submitted after the contract period specified in paragraph 1 above, so long as the termination of employment or injury that is the subject of such claim occurred during said contract period. Costs arising from unemployment, workers' compensation and/or disability claims are not included in Appendix A and may result in costs in excess of those outlined in paragraph 4 above. Absent a specific line item in Appendix A for unemployment, workers' compensation, and/or disability costs, such costs may be offset and covered with (i) funds reallocated from other line items, where available; and/or (ii) lapsed salary resulting from vacant positions under this Agreement or future comparable agreements. Vacant positions under this Agreement may be held vacant for an extended period of time to ensure that there will be a sufficient amount of lapsed salary with which to reimburse the NCAOC for any such claims. This provision does not limit the authority of the Office of the North Carolina Attorney General to represent the NCAOC in any litigation that may arise hereunder. Additionally, the NCAOC may purchase worker's compensation insurance to cover any workers' compensation claims that may be filed in accordance with this MOA. The County agrees to reimburse the NCAOC for the cost of workers' compensation insurance premiums and deductibles paid by the NCAOC. The NCAOC will send an invoice to the County for payment of any and all costs arising

from an unemployment, workers' compensation and/or disability claim and for insurance premiums and deductibles and the County shall pay any invoice not later than 60 days after the County's receipt of the invoice.

9. The NCAOC and the County shall maintain all appropriate documentation of expenditures under this contract for examination by the Office of the State Auditor. The NCAOC shall provide to the County, and the County shall provide to the NCAOC, copies of said documentation upon request.
10. This Agreement may be terminated by the County, the NCAOC, or the District Attorney upon giving sixty (60) days' notice in writing or by mutual consent of all of the parties.
11. The District Attorney shall immediately advise the County in writing if the position is vacated without a replacement. Said vacancy will suspend the operation of this Agreement until the position is filled.
12. It is understood and agreed between the County, the District Attorney, and the NCAOC that the renewal or extension of the payment specified in this Agreement is dependent upon and subject to the allocation, availability, or appropriation of funds by the County.
13. It is understood and agreed between the County, the District Attorney, and the NCAOC that this Agreement is entered into pursuant to G.S. 7A-64 and 153A-212.1, and that nothing in this Agreement shall be construed to obligate the NCAOC to maintain or request funding for positions or services initially provided under this Agreement.
14. This Agreement may be amended by written agreements executed by all parties, except that if the only change is an increase in positions and corresponding costs, then only the County and the NCAOC need sign the amendment.
15. This Agreement, including Appendix A, is the entire Agreement among the parties and there are no other Agreements, oral, written, expressed or implied.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement, in triplicate originals, as of the Effective Date. The undersigned County Manager agrees to provide the NCAOC with copies of minutes or other documentation authorizing them to execute this contract on behalf of the County.

This the ____ day of _____, 20____.

ROWAN COUNTY

BY: _____
Aaron Church, County Manager

**DISTRICT ATTORNEY
PROSECUTORIAL DISTRICT 27**

BY: _____
Brandy L. Cook

NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS

BY: _____
Director

Approved as to Form

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

County Attorney

County Finance Director

APPENDIX A

Estimated Contract Cost

2/21/2022

Invoices will be based on actual, not estimated, costs.

Position Title: ASSISTANT DISTRICT ATTORNEY

NCAOC cost center 20913471

| | Project Period Costs |
|--|-------------------------|
| Salary & Longevity | 60,000 |
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| Retirement 24.5% | 14,700 |
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| Workers' Compensation | 300 |
| Unemployment | 700 |
| Office Supplies | 850 |
| Training/Conference Registration Fees | 0¹ |
| Law Books | 0¹ |
| Hardware, Software, Support Services | 1,092 |
| Telecommunications | |
| Data infrastructure | 492 |
| In-State Travel | |
| Mileage (600 miles x \$0.54/mile) | 324 |
| Lodging (5 days x \$85/day) | 425 |
| Meals (5 days x \$41/day) | 205 |
| Total Estimated Cost | \$91,278 |

¹ Expenses not anticipated during this fiscal year.

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: Valerie Steele, Airport & Transit Director
DATE: 7/6/2022
SUBJECT: ATT Access Agreement - 3830 Airport Loop

RBS, the tenants of the hangar would like to have AT&T install fiber optic cable. In order to proceed with the work an Access Agreement form is required.

Approve the Airport Director to sign the agreement to allow AT & T to access the County owned airport property.

ATTACHMENTS:

| Description | Upload Date | Type |
|-----------------------|--------------------|-------------|
| Access Agreement Form | 7/6/2022 | Exhibit |
| Site Plan | 7/11/2022 | Exhibit |



SYSTEM PERMISSION

A tenant in your building has ordered an AT&T service that requires a pathway be placed between the property line and the Minimum Point of Entry (MPOE) of your building to facilitate placement of a new AT&T fiber cable needed to accommodate the order. The pathway is the responsibility of the tenant to provide, however, AT&T is willing to place the pathway with no cost to you or your tenant under a special offer we are running provided we have your approval to do so. The pathway will automatically convey to owner upon completion and upgrades or maintenance will be at the owner's discretion. The pathway will be placed in accordance with local standards and the area will be restored to original or better condition.

The permission we seek is for the physical structure we will be placing as a free, third-party vendor for your tenant only. If we do not receive permission using this form within 10 days the tenant will need to hire their own vendor to complete the requirements prior to AT&T delivering the service. AT&T (*Operator) will provide a scope of work / sketch prior to installation.

Date: 6/22/2022

Parties: OPERATOR (AT&T) – Per Henriksen

OWNER - Rowan County

PREMISES (address) – 3830 Airport Loop, Salisbury, NC 28147

- OWNER grants the OPERATOR the right to install conduit or innerduct from the property line to the point of initial demarcation in accordance with the sketch provided by the AT&T representative
- Operator will restore the affected area to like or better condition and will seal any wall penetrations, if applicable. If Operator damages the PREMISES during the installation process, or if damages resulting from or attributable to this work are discovered after completion, the Operator shall promptly repair such damage at Operator's sole cost and expense.
- OWNER shall provide reasonable access to the PREMISES.
- This System Permission is the entire agreement between the parties respecting the matters herein.

OWNER

By: _____

Printed Name/Title

OPERATOR

By: Per Henriksen

PER HENRIKSEN/BIC Engineer
Printed Name/Title

SITE PLAN 3830 AIRPORT LOOP VIGILABO

SITE ID:1366179

EF OFFER REQ=YES
NO CUSTOMER REQUIREMENTS

NOTE TO CONSTRUCTION
SPF REQUIRED= YES
SPF NEEDED AND WILL
BE UPLOADED INTO JMS
BIC FOLDER

CONTACT CUSTOMER 24HRS PRIOR TO ANY WORK.

....BICS INFO....

CONTACT NAME: TYLER HIPPS
CONTACT NUMBER(S): 704-924-0833

STATUS OF NECESSARY STRUCTURES
FIELD VISIT MADE: 5/24/2022

| | PLACED | NOT PLACED | N/A |
|--------------|--------|------------|-----|
| CONDUIT | --- | X | --- |
| PULL STRING | --- | X | --- |
| GROUND | X | --- | --- |
| BACKBOARD | X | --- | --- |
| NEMA CLOSURE | --- | --- | X |

ATTSE

Construction
Work
Drawing



PROPRIETARY INFORMATION
Not for disclosure outside the ATT family of
companies except under written agreement.

State:
District:
Exchange:
Wire Ctr:

Taper Code:
Tax District:
RZ/CZ:
Permit Req'd:

Designer:

Phone:

Records Ref:

BICS DETAIL

BICS Engr: PER HENRIKSEN
Phone: 704-575-4896

OSP Engr: GEORGE GARDNER
Phone: 828-465-7515

Address:
3830 AIRPORT LOOP

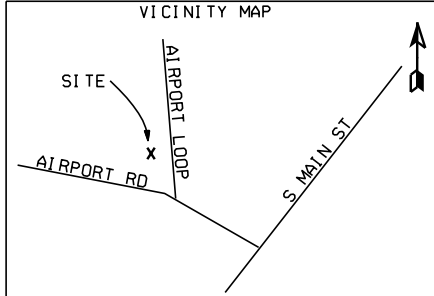
Project:

PLACE 24 FIBER, OTE
AND ASE SWITCH

Job Description:

Job Number / CFAS Project Number:

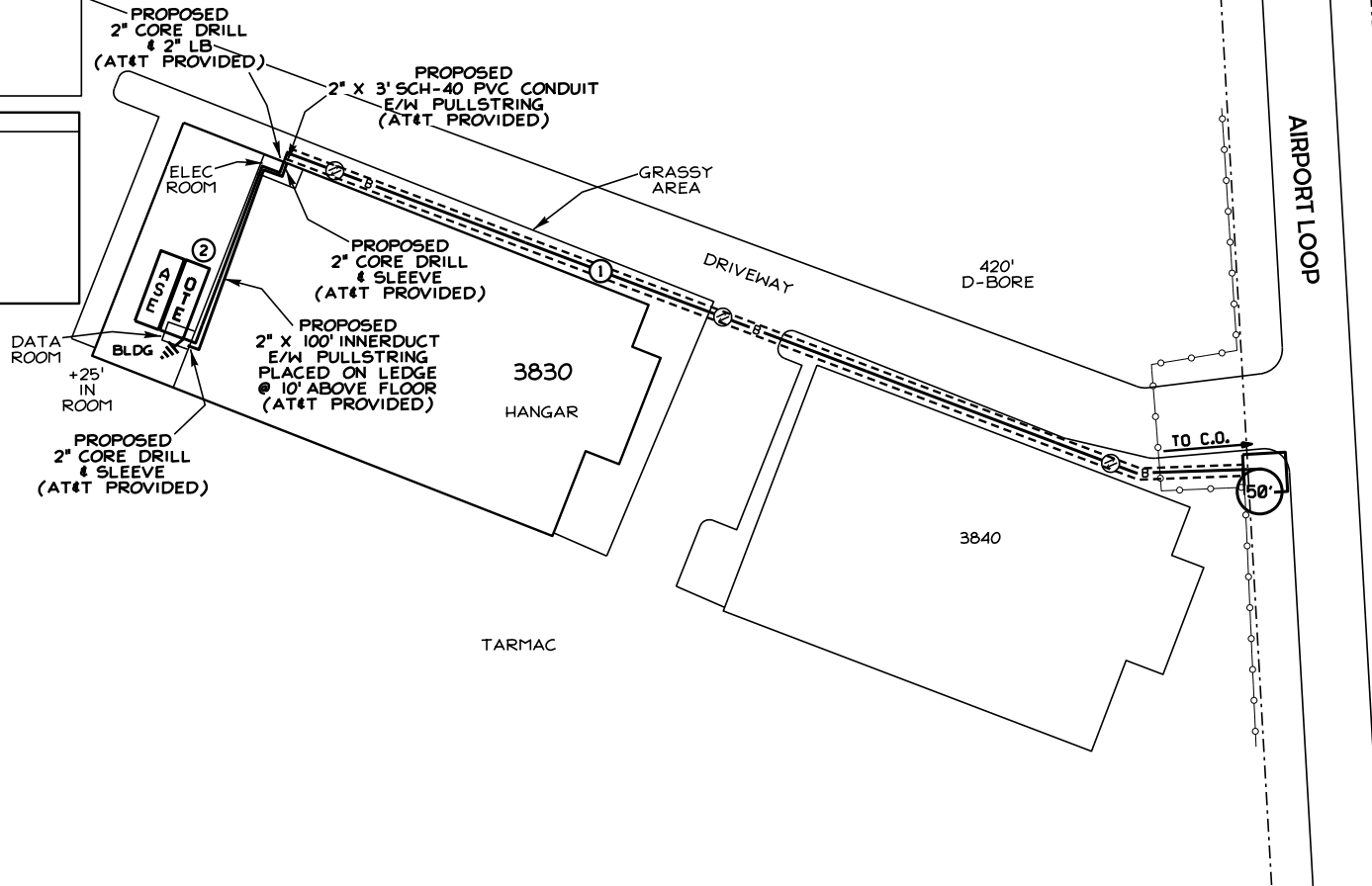
DWG 1 OF 3



EF=YES - STRUCTURES REQUIRED

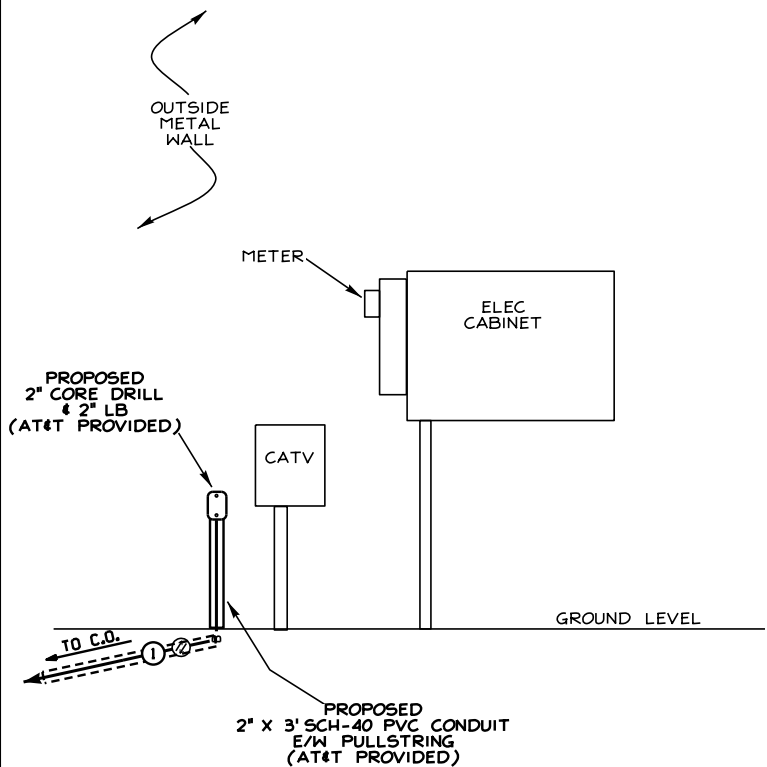
- 3 - 2" CORE DRILL & 2" LB
FRC: B2M - CD2COW
- 1 - 2" X 3' SCH-40 PVC CONDUIT E/W
PULLSTRING
FRC: --- - PLA2EM
- 1 - 2" X 100' INNERDUCT E/W PULLSTRING
FRC: --- - PLA2EM

- ① 615' (CL)
605' (F)
5BQ2MT-024
- ② I 3830-1-1 AIRPORT LOOP OTE
IFWNN-24

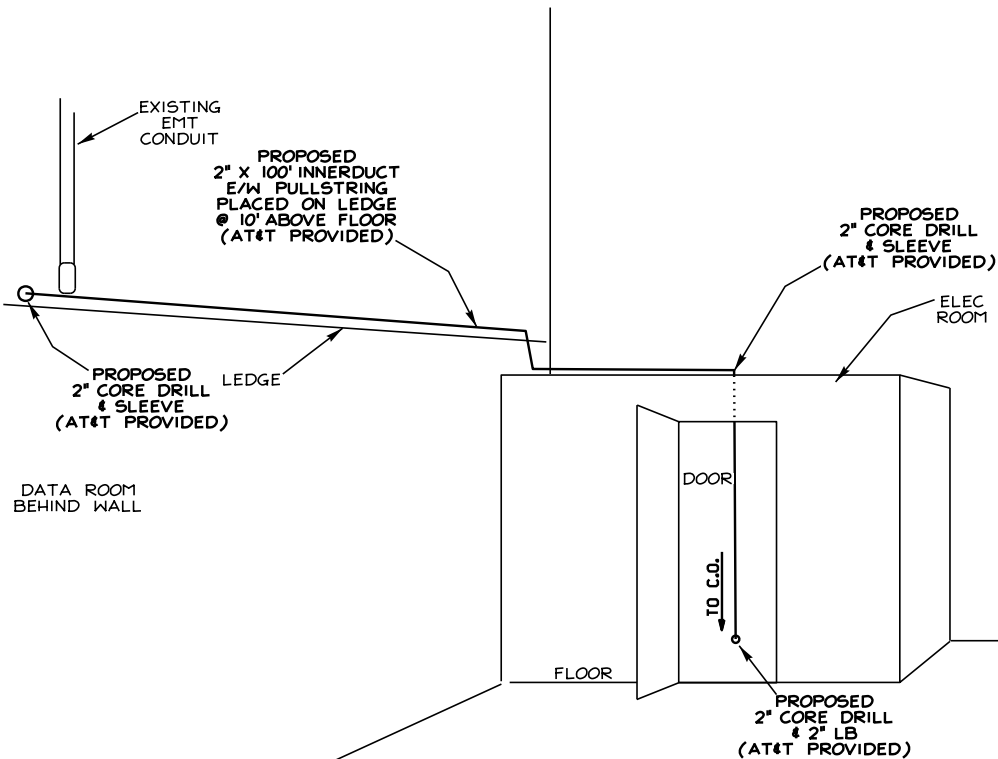


OUTSIDE WALL DETAIL 3830 AIRPORT LOOP VIGILABO

① SEE DWG #1
5BQ2MT-024



INSIDE BUILDING DETAIL 3830 AIRPORT LOOP VIGILABO



ATTSE

Construction
Work
Drawing



PROPRIETARY INFORMATION

Not for disclosure outside the AT&T family of companies except under written agreement.

State:
District:
Exchange:
Wire Ctr:

Taper Code:
Tax District:
RZ/CZ:
Permit Req'd:

Designer:

Phone:

Records Ref:

BICS DETAIL

BICS Engr: PER HENRIKSEN
Phone: 704-575-4896

OSP Engr: GEORGE GARDNER
Phone: 828-465-7515

Address:
3830 AIRPORT LOOP

Project:

PLACE 24 FIBER, OTE
AND ASE SWITCH

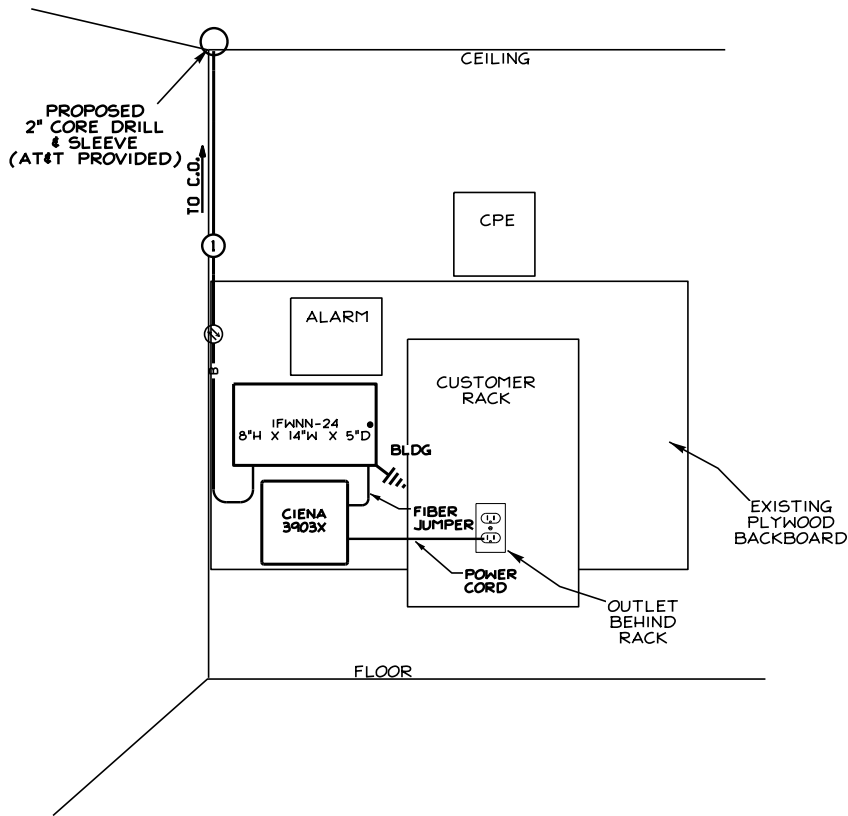
Job Description:


Job Number / CFAS Project Number:

DWG 2 OF 3

BACKBOARD DETAIL
3830 AIRPORT LOOP
VIGILABO

① SEE DWG. #1
5BQ2MT-024



| | |
|--|---|
| ATTSE |  |
| Construction Work Drawing | |
| PROPRIETARY INFORMATION Not for disclosure outside the ATT family of companies except under written agreement. | |
| State: District: Exchange: Wire Ctr: | |
| Taper Code: Tax District: RZ/CZ: Permit Req'd: | |
| Designer: | |
| Phone: | |
| Records Ref: BICS DETAIL | |
| | |
| BICS Engr: PER HENRIKSEN Phone: 704-575-4896 | |
| OSP Engr: GEORGE GARDNER Phone: 828-465-7515 | |
| Address: 3830 AIRPORT LOOP | |
| Project: PLACE 24 FIBER, OTE AND ASE SWITCH | |
| Job Description: | |
| Job Number / CFAS Project Number: / | |
| DWG 3 OF 3 | |

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Casey Robinson, Assistant Tax Collector
DATE: July 6, 2022
SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

| Description | Upload Date | Type |
|-----------------------|--------------------|-------------|
| MAY 2022 VTS REFUNDS | 7/6/2022 | Cover Memo |
| JUNE 2022 TAX REFUNDS | 7/6/2022 | Cover Memo |

ENTERED

7/16/22

7-22-22

MAY 2022 VTS REFUNDS

| TAXPAYER NAME | ADDRESS 1 | ADDRESS 2 | CITY | STATE | ZIP | TRANS# | DESCRIPTION | REFUND |
|------------------------------|------------------------|-----------|-------------|-------|-------|-----------|------------------|----------|
| AGNER, MICHAEL ERNEST | 860 SLOOP ST | | CHINA GROVE | NC | 28023 | 165188734 | Vehicle Sold | 267.40 |
| BARNETT, CHARLENE LANCASTER | 19633 DENAE LYNN DR | | CORNELIUS | NC | 28031 | 248032764 | Vehicle Sold | 154.68 |
| BARNETT, JIMMY DUANE | 19633 DENAE LYNN DR | | CORNELIUS | NC | 28031 | 247427001 | Vehicle Sold | 37.16 |
| BARNETT, JIMMY DUANE | 19633 DENAE LYNN DR | | CORNELIUS | NC | 28031 | 247426998 | Vehicle Sold | 194.08 |
| BRIGMAN, TODD VINCENT | 1310 N RIDGE AVE | | KANNAPOLIS | NC | 28083 | 246847494 | Over Assessment | 894.81 |
| BRINDLE, JONATHAN EDWARD | 455 REEDY CREEK RD | | GOLD HILL | NC | 28071 | 164581492 | Vehicle Sold | 28.81 |
| BRINDLE, JONATHAN EDWARD JR | 455 REEDY CREEK RD | | GOLD HILL | NC | 28071 | 164581506 | Vehicle Sold | 118.52 |
| CAMPUZANO VAZQUEZ, JOSE JUAN | 1060 MCKINLEY LN | | SALISBURY | NC | 28147 | 248032788 | Vehicle Sold | 45.06 |
| CARTER, JOHN T III | 5867 OLD MOCKSVILLE RD | | SALISBURY | NC | 28144 | 165188424 | Vehicle Sold | 141.94 |
| CLARK, NATALIE JUNE | 423 LANTZ AVE | | SALISBURY | NC | 28144 | 249167124 | Vehicle Sold | 18.89 |
| CLARK, RACHEL LEIGH | 711 WALTON RD | APT B | SALISBURY | NC | 28146 | 165188386 | Insurance Lapse | 17.55 |
| COFFIELD, HENRY HARMON | 314 MCCUBBINS ST | | SPENCER | NC | 28159 | 165131368 | Vehicle Sold | 16.01 |
| CURLEE, PATTI WHITLEY | 2602 ALEXANDER AVE | | KANNAPOLIS | NC | 28083 | 248032812 | Vehicle Totalled | 155.54 |
| DURAND, ERIC MATTHEW | 283 BIRTWICK RD | | ROCKWELL | NC | 28138 | 165072894 | Vehicle Sold | 217.00 |
| FAZIA, ROBERT BRIAN | 135 POLO DR | | SALISBURY | NC | 28144 | 249167394 | Vehicle Sold | 203.17 |
| FIGUEROA, JENY JULISSA | 704 SUNSET DR | | SALISBURY | NC | 28147 | 249167133 | Vehicle Sold | 127.49 |
| GREENE, THOMAS LEE III | 319 S WHITEHEAD AVE | | SPENCER | NC | 28159 | 164951254 | Vehicle Sold | 9.64 |
| HARTMAN, MISTY WALKER | 2250 GOLD KNOB RD | | SALISBURY | NC | 28146 | 248605326 | Tag Surrender | 1,137.34 |
| HUGHES, DEBORAH KAY | 215 9TH ST | | SPENCER | NC | 28159 | 165188366 | Vehicle Sold | 23.71 |
| HUTCHENS, SHARON THOMPSON | 995 OLD LINN RD | | CHINA GROVE | NC | 28023 | 166111432 | Vehicle Sold | 15.35 |
| JENNINGS, KAREN SOUTHARD | 295 JENNY DR | | SALISBURY | NC | 28146 | 164666470 | Vehicle Totalled | 18.60 |
| JOHNSON, SARAH GRACE | 1294 WEATHERBY DR | | SALISBURY | NC | 28146 | 164736880 | Vehicle Sold | 42.83 |
| JUDD, RICHARD | 2233 CHARLES TOWNE CT | | KANNAPOLIS | NC | 28083 | 164565370 | Vehicle Sold | 84.59 |
| KLOSTERMAN, SAMANTHA NICOLE | 203 PATTERSON ST | | CHINA GROVE | NC | 28023 | 166111398 | Vehicle Sold | 25.02 |
| KREMSE, KARL FRIEDRICH | 301 W GLENVIEW DR | | SALISBURY | NC | 28147 | 247782609 | Vehicle Sold | 2.30 |
| LEBLEUS TOWING LLC | 123 DOGWOOD DR | | CHINA GROVE | NC | 28023 | 165188398 | Vehicle Sold | 4.72 |
| LEBLEUS TOWING LLC | 123 DOGWOOD DR | | CHINA GROVE | NC | 28023 | 247782594 | Vehicle Totalled | 972.41 |
| MATTHEWS, RAYMOND GENE JR | 312 PIPELINE RD | | CHINA GROVE | NC | 28023 | 164666472 | Vehicle Sold | 230.08 |
| MILLER, LIANNE ELIZABETH | 244 S SAN AGUSTIN DR | | MOORESVILLE | NC | 28117 | 330971708 | Situs error | 257.02 |
| MOORE, LOVETTA EALY | 607 S CLAY ST | | SALISBURY | NC | 28144 | 247782564 | Vehicle Sold | 10.98 |
| MORGAN, REBECCA KAYE | 510 EMERALD BAY DR | | SALISBURY | NC | 28146 | 164666474 | Vehicle Sold | 33.77 |
| MORGAN, WYOVONNIA HAMILTON | 720 WELDON LN | | SALISBURY | NC | 28146 | 165188408 | Vehicle Totalled | 61.82 |

Jonya Parnell
Tax Collector

51 Batch # 7550

| | | | | | | | | |
|----------------------------|-----------------------|--------|-------------|----|-------|-----------|-----------------|--------------------|
| MURPHY, JAMES GERARD | 1108 W STOKES ST | | CHINA GROVE | NC | 28023 | 166111408 | Vehicle Sold | 223.75 |
| PALMER, CAROLYN FULLER | 1320 JULIUS DR | | SALISBURY | NC | 28147 | 165188372 | Vehicle Sold | 15.86 |
| PEACOCK, MARK ALAN | 180 FIELD TRCE | | MOORESVILLE | NC | 28115 | 165188420 | Vehicle Sold | 68.00 |
| PEUGH, RANDALL LEE | 2305 AIRPORT RD | | SALISBURY | NC | 28147 | 166111436 | Vehicle Sold | 73.01 |
| ROSEMAN, ERIC TODD | 3380 SIDES RD | | ROCKWELL | NC | 28138 | 165282666 | Over Assessment | 39.54 |
| SCOTT, RICHARD DAVID | 1425 MOHICAN SHRS | | RICHFIELD | NC | 28137 | 166111400 | Vehicle Sold | 46.00 |
| SCRIP, ZACKERY JAMES | PO BOX 1044 | | ROCKWELL | NC | 28138 | 166111402 | Vehicle Sold | 147.26 |
| SHAFFER, NANCY CAROLYN | 430 LASH DR | APT 2H | SALISBURY | NC | 28147 | 249167139 | Vehicle Sold | 38.10 |
| SHAVER, PATRICIA LOFLIN | 345 NEITA DR | | SALISBURY | NC | 28147 | 249167145 | Vehicle Sold | 125.48 |
| SILVA, JAMES ANTHONY | 2515 OVERVIEW RD | | SALISBURY | NC | 28147 | 165650904 | Vehicle Sold | 89.91 |
| SOSA, EVELIN ABIGAIL | 2204 GRANDEUR DR | | SALISBURY | NC | 28146 | 248032791 | Vehicle Sold | 75.43 |
| SOSA, MARCO ANTONIO JR | 2204 GRANDEUR DR | | SALISBURY | NC | 28146 | 165355200 | Vehicle Sold | 6.54 |
| SOSA, MARCO ANTONIO JR | 2204 GRANDEUR DR | | SALISBURY | NC | 28146 | 165355204 | Vehicle Sold | 166.71 |
| TAYLOR, SALLY MIESZKIEWICZ | 304 SAINT JOHNS DR | | SALISBURY | NC | 28144 | 165188416 | Vehicle Sold | 15.17 |
| TURMAN, MICHAEL LEE | 2380 BRIGGS RD | | SALISBURY | NC | 28147 | 164666468 | Vehicle Sold | 227.37 |
| VICTORY BAPTIST CHURCH | PO BOX 201 | | CHINA GROVE | NC | 28023 | 164944412 | Exempt Property | 37.36 |
| WAGONER, DONALD JOE | 1231 REEVES ISLAND RD | | GOLD HILL | NC | 28071 | 166111438 | Vehicle Sold | 19.17 |
| WALLER, TERRY LEE | 675 GRACE CHURCH RD | | SALISBURY | NC | 28147 | 166111440 | Vehicle Sold | 262.38 |
| WALLER, TERRY LEE | 675 GRACE CHURCH RD | | SALISBURY | NC | 28147 | 166111450 | Vehicle Sold | 140.15 |
| | | | | | | | TOTAL: | \$ 7,385.48 |

Sonya Parnell

Tax Collector

ENTERED

7/16/22

7-22-2022

JUNE 2022 TAX REFUNDS

| TAXPAYER NAME 1 | TAXPAYER NAME 2 | ADDRESS 1 | ADDRESS 2 | CITY | STATE | ZIP | SITUS | PARID | REFUND |
|---|-----------------------|---------------------------------------|------------|----------------|-------|-------|---------------------------|---------------|---------------------|
| HOLLOWAY NIEDA | | 18818 BROKEN OAK RD | | BOYDS | MD | 20841 | 804 N LONG ST | 028 088 | 468.95 |
| ALBERTELLI LAW PARTNERS NORTH CAROLINA PA | | 205 REGENCY EXECUTIVE PARK DR STE 100 | | CHARLOTTE | NC | 28217 | 230 CRESCENT ST | 121A068 | 66.51 |
| CROUCH CARLYN H | | 949 HICKORY GROVE LN | | CHINA GROVE | NC | 28023 | 1502 JACKSON ST | 151 264 | 2.25 |
| SANDRA L KNOX IOLTA TRUST ACCOUNT | | 19410 JETTON RD STE 130 | | CORNELIUS | NC | 28031 | 710 W 8TH ST | 148 070 | 1,091.82 |
| SANDRA L KNOX | IOLTA TRUST ACCOUNT | 19410 JETTON ROAD STE 130 | | CORNELIUS | NC | 28031 | 0 ROGER DR | 463 203 | 179.69 |
| 7 ELEVEN INC | ATTN: LICENSING | 3200 HACKBERRY RD | | IRVING | TX | 75063 | 2720 WEST C ST | A2001 | 30.00 |
| 7 ELEVEN INC | ATTN: LICENSING | 3200 HACKBERRY RD | | IRVING | TX | 75063 | 1215 LONG FERRY RD | A2111 | 60.00 |
| MERRITT LAW PLLC | | 1610 DALE EARNHARDT BLVD | | KANNAPOLIS | NC | 28083 | 105 RICE ST | 156 129 | 95.00 |
| NORRIS MICHAEL LANE | | 911 WASHINGTON LN | | KANNAPOLIS | NC | 28083 | PERSONAL PROPERTY | 174941 | 1.69 |
| LONDON A DUNN PA | | 624 MATTHEWS MINT HILL RD | STE 300 A | MATTHEWS | NC | 28105 | 1406 OLD CONCORD RD | 063 005 | 13.84 |
| THE LAW OFFICES OF LOWRY & ASSOCIATES | | 8358 SIX FORKS ROAD SUITE 104 | | RALEIGH | NC | 27615 | 14910 STOKES FERRY RD | 546 004 | 2,290.78 |
| EASTERN ROWAN SADDLE CLUB | | 333 SADDLE CLUB DR | PO BOX 973 | ROCKWELL | NC | 28138 | 333 SADDLE CLUB DR | 385 021 | 825.89 |
| MINTZ JARED ANTHONY KYLE | | 635 LAKE DR | | ROCKWELL | NC | 28138 | 635 LAKE DR | 357C221 | 502.88 |
| MINTZ JARED ANTHONY KYLE | | 635 LAKE DR | | ROCKWELL | NC | 28138 | 635 LAKE DR | 357C221 | 502.88 |
| MINTZ JARED ANTHONY KYLE | | 635 LAKE DR | | ROCKWELL | NC | 28138 | 635 LAKE DR | 357C221 | 502.88 |
| NANCE & OVERBEY, PLLC | IOLTA TRUST ACCOUNT | 214 E INNES STREET | | SALISBURY | NC | 28144 | 12225 OLD BEATTY FORD RD | 379 065 | 599.42 |
| NANCE & OVERBEY, PLLC | IOLTA TRUST ACCOUNT | 214 E INNES STREET | | SALISBURY | NC | 28144 | 220 WACCAMAW DR | 601 149 | 386.13 |
| NANCE & OVERBEY, PLLC | IOLTA TRUST ACCOUNT | 214 E INNES STREET | | SALISBURY | NC | 2814 | 980 BROWN ACRES RD | 623 01701 | 1,219.08 |
| WILSON JENNIFER RABON & | | 1205 HIGH MEADOW DR | | SALISBURY | NC | 28144 | 1215 HIGH MEADOW DR | 307 282 | 41.70 |
| SALAAM MISHELLE ALISA | | 535 STONER MORGAN RD | | SALISBURY | NC | 28146 | 535 STONER MORGAN RD | 6501016 | 983.90 |
| JONES MORRIS KEITH | | 822 BROOKMONT AVE | | SALISBURY | NC | 28146 | 3635 MAGNOLIA PL | 322 141 | 132.43 |
| WALSER JOHNNY FRAZIER | | 115 HEMLOCK DR | | SALISBURY | NC | 28147 | 115 HEMLOCK DR | 329C231 | 92.89 |
| DOWNTTOWN PROPERTIES LLC | | PO BOX 729 | | SALISBURY NC | NC | 28147 | 650 STATESVILLE BLVD | 165576 | 32.60 |
| SELECT PORTFOLIO SERVICING INC | | 3217 SOUTH DECKER LAKE DR | | SALT LAKE CITY | UT | 84119 | 930 JOHN MILLER RD | 373A011 | 5.01 |
| RELTCD INC | | 12886 COMMODITY PLACE | | TAMPA | FL | 33626 | 155 ST STEPHENS CHURCH RD | 383 013 | 1,412.38 |
| MITCHELL BOBBY | | PO BOX 15944 | | WILMINGTON | DE | 19850 | 0 BUTLER ST | 025 050 | 107.29 |
| MITCHELL BOBBY | MITCHELL MYRTLE SYBIL | PO BOX 15944 | | WILMINGTON | DE | 19850 | 0 BLUEBIRD LN | 601 196 | 107.29 |
| PHILLIPS GARY L | PHILLIPS BRENDA S | 6330 WOODLEAF RD | | WOODLEAF | NC | 27054 | PERSONAL PROPERTY | 139281 | 9.44 |
| | | | | | | | | TOTAL: | \$ 11,764.62 |

Jonya Parnell

(28) Batch# 7548

Tax Collector

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Alyssa Harris
DATE: 07/18/2022
SUBJECT: Contract with Carolina Women's Health

The Rowan County Health Department is contracting with Novant Medical Group, Inc dba Carolina Women's Health Associates to provide prenatal care for indigent women, provide support and serve as a resource for the Family Planning Program. This contract is not to exceed \$100,000.

Attached contract with Carolina Women's Health Associates.

Board of Commissioners to authorize the Health Director to sign a contract with Novant Medical Group, Inc. dba Carolina Women's Health Associates to provide care in an amount not to exceed \$100,000.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| contract | 7/6/2022 | Cover Memo |



Vendor # 1715
Contract # 23021
\$100,000.⁰⁰

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Alyssa Harris
DEPT: Health Department
DATE: July 1, 2022
SUBJECT: Novant Medical Group, Inc d/b/a Carolina Women's Health Associates -- Contract

PURPOSE OF CONTRACT:

The Rowan County Health Department is contracting with Carolina Women's Health Associates to provide prenatal care for indigent women, provide support and serve as a recourse for the Family Planning Program.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:

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


Signature of Health Director

06/28/2022
DATE



**CONTRACT AGREEMENT
BETWEEN
ROWAN COUNTY HEALTH DEPARTMENT
AND
NOVANT MEDICAL GROUP, Inc., (NMG) d/b/a/
CAROLINA WOMEN'S HEALTH ASSOCIATES**

This agreement recognizes that the provisions of prenatal care for indigent women in Rowan County shall be a cooperative effort between the Rowan County Health Department and Novant Health Medical Group, Inc. d/b/a **Carolina Women's Health Associates**. Also, that Carolina Women's Health Associates will provide support and serve as a resource for the Family Planning Program. This specific agreement is between the Rowan County Health Department, hereinafter referred to as the Health Department, and Novant Medical Group, Inc. (NMG), d/b/a/ Carolina Women's Health Associates, hereinafter referred to as CWH.

I. The Health Department agrees to:

- A. Assume the responsibility for the management of the prenatal clinic, which will be held at the Rowan County Health Department 1811 E. Innes Street, Salisbury, NC and coordinate the daily operation of the prenatal program.
- B. Negotiate with prenatal care provider to establish mutually agreeable clinic time schedules.
- C. Provide adequate personnel, equipment and supplies needed to operate the clinic.
- D. Provide pregnancy care management services. Encourage client attendance at prenatal education, Lamaze, parenting classes, WIC and other related services to improve pregnancy outcome.
- E. Provide prenatal care for all indigent clients who reside in Rowan County and present themselves at the Rowan County Health Department prenatal clinic. Clients with Medicaid or other insurance covering prenatal, intrapartum and postpartum care may be accepted regardless of residency.
- F. Develop and maintain a current prenatal record for each prenatal client for use by the hospital of delivery. The Health Department will provide Novant Health Rowan Medical Center with updates of client records after each clinic.
- G. Screen prenatal clients presenting with problems between clinics and refer to RCHD nurse practitioner, physician on call or the emergency room as indicated.
- H. Provide family planning services and breast/cervical screening per Family Planning NC DHHS and Title X guidelines and Adult Health program policies.
- I. Reimburse CWH at the rate of \$223 per hour for time spent in the prenatal clinic, not to exceed 40 hours per 4-week period. This hourly rate will be paid to each provider for his or her time in clinic or remote Patagonia chart review/sign off. The prenatal care providers will maintain a timesheet to be submitted to the health department prenatal nurse coordinator or to designated CWH staff member to fax to Health Department nursing supervisor at the end of each

month. The Health Department shall pay CWH within thirty (30) days of receipt of the time sheets.

- J. The Health Department will not be financially responsible for any client visits outside the established prenatal clinic hours or for labor and delivery costs. The provider may bill Medicaid, insurance or the client for these costs.
- K. Make client's payor source information available to prenatal care providers, with the client's consent.
- L. Maintain adequate liability insurance to cover the actions of its employees.

II. CWH agrees to:

- A. Provide prenatal care utilizing physicians and certified nurse midwife for clients served at the Rowan County Health Department prenatal clinic. The clinic will be held at the Health Department at 1811 E. Innes Street, Salisbury, NC.
- B. Provide or order ultrasounds as the physician requires. Provide interpretation of NST's and other screening/testing during established prenatal clinic hours.
- C. Provide consultation and advice to nursing personnel working in the prenatal clinic.
- D. Abide by ACOG/AAP guidelines.
- E. Bill client and/or third-party insurance for services provided outside the established prenatal clinic hours.
- F. Maintain records and reports in accordance with good medical practice as directed and approved by the hospital where the physician is privileged.
- G. Designate a physician to serve as medical advisor for the prenatal program and sign prenatal clinic standing orders as needed.
- H. Designate a physician to serve as medical advisor for family planning/gynecologic services and sign standing orders as needed.
- I. Provide services in accordance with the Federal Health Insurance Portability and Accountability Act of 1996, and the current Privacy and Security regulations promulgated under the same (collectively). The Business Associate may have access to protected health information (PHI) in fulfilling the responsibilities defined in this contract.
- J. Ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws, contractors with Rowan County Health Department shall not discriminate against national origin as it affects persons with limited English proficiency.
- K. Accept the rate of \$223 per hour for time spent in the prenatal clinic and/or remote chart review, not to exceed 40 hours per 4-week period. This hourly rate will be paid to each provider for his or her time. The prenatal care providers will maintain a timesheet to be submitted to the health department prenatal nurse coordinator or to designated CWH staff member to fax to Health Department nursing supervisor at the end of each month.
- L. Provide the contracted physicians' and nurse midwife's NPI and taxonomy codes for use by the Health Department in the provision of treatment, payment/billing transactions and health care operations; referrals to other health care providers; and medical record and financial auditing functions.

III. Independent Contractor:

Carolina Women's Health Associates shall be considered independent contractors and shall not be considered employees of the Health Department.

IV. Insurance.

For the term of this Agreement, the Provider shall maintain, at its sole expense, Commercial General Liability/Professional Liability insurance in the amount of \$1,000,000 per occurrence/\$3,000,000 aggregate and Worker Compensation insurance, if required by law and in the amount required by law. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

V. Indemnification:

Rowan County Health Department agrees to protect, defend, indemnify, and hold Carolina Women's Health Associates and its officers, employees, and agents free and harmless from and against any and all losses, penalties, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly as a result of harmful acts performed by the Health Department and/or its employees.

Carolina Women's Health Associates agrees to protect, defend, indemnify, and hold Rowan County Health Department and its officers, employees, and agents free and harmless from and against any and all losses, penalties, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly as a result of harmful acts performed by the practice and/or its employees.

VI. Effective Dates:

This agreement shall be effective July 1, 2022 through June 30, 2023 and will be reviewed for renewal 90 days prior to the expiration of this agreement. This agreement shall be terminated immediately for an individual practitioner who does not maintain the insurance specified in Section III of this agreement. One or all of the parties may terminate this contract at any time by giving 90 days written notice of intention to the other party. This contract may be immediately terminated upon consent of all parties.

VII. Compliance with Statutes and Regulations:

All Parties to this agreement will operate in accordance with currently approved methods and standards of practice in the North Carolina Medical Practice Act., suggested Guidelines for Medical Practice, the Code of Ethics of the American Medical Association, guidelines of Department of Health and Human Resources, and the Health Department. The duties, responsibilities and the service shall be subject to all conditions of the Health Department, which are filed in the office of the Rowan County Health Department.

VIII. Change in Agreement:

This agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, and understandings relating to the subject matter hereof. The agreement may not be changed or terminated except as provided herein, and no waiver of compliance with any provision or condition thereof with consent provided for herein shall be effective unless evidenced by an instrument in writing duly exercised by the parties hereto. This agreement may be amended by written consent of both parties, and all amendments shall be attached to this agreement and made a part thereof

IX. Binding Agreement:

This agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns, but this agreement may not be assigned by either party without the prior written consent of the other party.

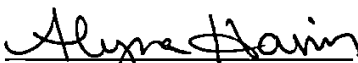
X. Non-appropriation Clause:

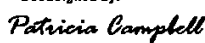
Contractor acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Contractor of such limitation or change in Rowan County's legal authority.

XI. Signatures:

IN WITNESS THEREOF, NMG and the Health Department have duly executed this agreement to be effective July 1, 2022.

By: 
Title: Alyssa Harris, Health Director
Rowan County Health Department

DocuSigned by:

By: EF7361A0538D476...
Title: Pat Campbell, Vice President
Novant Medical Group, Inc.

Date: 06/14/2022

Date: 06/14/2022 | 3:12:01 EDT

This instrument has been pre-audited in the manner required by the local Governmental Budget and Fiscal Control act.

By: _____ Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/16/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Novant Health, Inc. 2085 Frontis Plaza Boulevard Winston-Salem, NC 27103 | CONTACT NAME: Julia Hyett PHONE (A/C, No, Ext): (336) 277-1197 E-MAIL ADDRESS: jahyett@novanthealth.org | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE INSURER A: Novant Health Insurance Protected Cell, LLC INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| INSURED Novant Health, Inc. Attn: Julia Hyett 2085 Frontis Plaza Boulevard Winston-Salem, NC 27103 | NAIC # | |

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 | 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"/> PROJECT <input type="checkbox"/> LOC OTHER: | N | N | 1-10015-00-2022 | 1/1/2022 | 1/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Fire Damage Legal Liability \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | 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 <input type="checkbox"/> RETENTION | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | 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 | N/A | | | | OTHER |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) | | | | | | | |

This document only represents evidence of Novant Health, Inc. and its affiliates for General Liability Exposures.*****
Evidence of General Liability Insurance for Rowan Regional Medical Center, Inc., Novant Health Rowan Medical Center, 612 Mocksville Avenue, Salisbury, NC 28144-2732.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| Rowan Regional Medical Center, Inc. Novant Health Rowan Medical Center 612 Mocksville Avenue Salisbury, NC 28144-2732 | 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>Julia Hyett, MBA, RN, CH, CPHQA</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: Ann Kitalong-Will
DATE: 7/5/2022
SUBJECT: Authorize County Manager to Sign 022 Principal Expense Report Form – Zero Expense Short Form

The 2022 Principal Expense Report Form—Zero Expense Short Form is to disclose reportable lobbying expenditures to the State of North Carolina. The Q2 report is for the quarter ending June 30, 2022 and is to be submitted to the Lobbying Compliance Division of NC Secretary of State. By signing the form, the County Manager "certifies that the principal [Rowan County] has no expenditures pursuant to GS §120C-403(b) (5) other than payment for services to report for this quarterly period."

It is recommended that the Board of Commissioners approve the County Manager to sign the 2022 Principal Expense Report Form—Zero Expense Short Form.

ATTACHMENTS:

| Description | Upload Date | Type |
|---|--------------------|-------------|
| Q2 2022 Principal Expense Report Form— Zero Expense Short Form | 7/5/2022 | Cover Memo |



Elaine F. Marshall, Secretary of State
2022 Principal Expense Report Form – Zero Expense Short Form

Amended Report: *(Check if amending previously filed report.)* ☐ **Original Report Tracking #** _____

PERIOD: Quarter Ended March 31, 2022
 X Quarter Ended June 30, 2022

☐ Quarter Ended September 30, 2022

Complete Name of Principal: **Rowan County**

If the registered lobbyist principal has directed any lobbyist listed below to lobby on behalf of an unregistered associated entity, the principal must complete and attach Schedule PR-QAE to this quarterly report. The absence of such attachment constitutes the authorized officer's affirmative statement under oath that there are no such unreported associated entities pursuant to G.S. §120C-403(b)(5) to disclose for the reporting period.

Name(s) of All Lobbyist(s) as Registered: **Harrison J. Kaplan, Dylan Frick, Dylan Reel, Johnny L. Tillett**

Include all lobbyists registered during any portion of this reporting period, including interim resignations/terminations

You must mark one of these boxes or your form will be rejected. If you choose to deliver the paper original document to the Division, and fail to do so, the report will not be deemed filed until the date we receive it, which may make your report late. 18 NCAC 12 .0308.

X I choose to maintain the paper original inked, signed, and notarized lobbying expense report in my own records for three years as required by Administrative Rule 18 NCAC 12 .1301; OR

☐ I choose to deliver the paper original inked, signed, and notarized lobbying expense report to the Lobbying Compliance Division of the Secretary of State within seven days as required by Administrative Rule 18 NCAC 12 .0214.

IMPORTANT INSTRUCTIONS FOR PRINCIPAL OFFICER AND NOTARY

ALL BLANKS MUST BE COMPLETED WITH THE PRINTED NAME OF THE PRINCIPAL ENTITY. THE AUTHORIZED OFFICER MUST SIGN AND DATE THE REPORT TO CERTIFY THE REPORT IN THIS SECTION. FOR QUARTERLY REPORTS UNDER OATH, VENUE (STATE AND COUNTY WHERE NOTARIZED) AND JURAT MUST BE COMPLETED. THE SIGNATORY OFFICER MUST BE ONE OF THE PERSONS OF RECORD WITH THE LOBBYING COMPLIANCE DIVISION FOR REPORTING PURPOSES IN THE CURRENT YEAR OF THE REPORT. WARNING: INCOMPLETE CERTIFICATION OR NOTARIZATION MAY RESULT IN REJECTION OF THE REPORT.

STATE OF _____ **(Must be filled in)**

COUNTY OF _____ **(Must be filled in)**

The undersigned as an authorized officer of the above named principal entity on behalf of the principal entity by its authority first duly given, or on his/her own behalf as an individual principal, being first duly sworn, hereby certifies that the principal has no expenditures pursuant to G.S. § 120C-403 other than payment for services to report for this quarterly period and that all information contained herein (including any attachments hereto) is true, complete and correct to the best of his/her knowledge and belief.

Signature of Authorized Officer

Printed name of Authorized Officer

Date

Sworn to (or affirmed) and subscribed before me, this _____ day of _____, 20_____.

Signature of Notary Public

Printed Name of Notary Public

My commission expires: _____.

(NOTARY STAMP OR SEAL)

Printed Full Name of Report Preparer: _____

Signature of Report Preparer: _____

You only have to sign as the report preparer if: (1) you are not the person required to file the report, **and** (2) you exercised discretion and independent judgment in filling it out. THE AUTHORIZED OFFICER **MUST** SIGN THE OATH ABOVE. THE SIGNATORY OFFICER'S SIGNATURE IS NOT REQUIRED IN THIS SECTION AND SIGNATURE HERE IS NOT SUFFICIENT TO CERTIFY REPORT UNDER OATH.

FOR INFORMATIONAL USE ONLY; DISCARD BEFORE FILING.

- Expense reports are due quarterly, regardless of whether reportable expenditures are made, no later than **15** business days after the end of the calendar quarter.
- Do not use a zero expense report form for a monthly report or for a quarterly report that requires incorporation of a prior monthly report. Incomplete reports may be rejected.
 - In addition, any reportable expenditure incurred while the General Assembly is in session with respect to lobbying legislators and legislative employees is reportable monthly no later than **10** business days after the end of the month.
 - The information reported on any monthly report should be incorporated by reference on the long quarterly report form in the space provided.
- NCGS § 120C-401(f) states: Each report required by this Article shall be in the form prescribed by the Secretary of State and filed electronically.
- You may submit the completed (notarized) reports that have been electronically filed at <https://www.sosnc.gov/>
but do not have an electronic notarization to the Department by one of the following methods:
 - (1) By United States mail addressed to the Lobbying Compliance Division, NC Secretary of State, Post Office Box 29622, Raleigh, North Carolina 27626-0622, postmarked within seven calendar days of the electronic filing,
 - (2) By hand-delivery in person or by a designated delivery service authorized pursuant to NCGS §1A-1, Rule 4, to the Lobbying Compliance Division, NC Secretary of State, 2 South Salisbury Street, First Floor, Raleigh, NC 27601-2903, by 5:00 PM within seven calendar days of the electronic filing, in the case of hand-delivery in person, or postmarked by the authorized delivery service in the case of delivery within seven calendar days of the electronic filing;
- If you have an electronic notarization, submit completed reports electronically with electronic notarization transmitted to the Department by 11:59 PM of the filing deadline.
- Any document attached to the filing other than the Department's form, must be compatible with, or convertible to Microsoft Word.
- Please choose which kind of record keeping method you are utilizing for this report.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will
DATE: 7/6/22
SUBJECT: Endangered Species COVID-19 Relief Reimbursement

The Association of Zoos and Aquariums has provided Rowan Wild with information to receive the County's Endangered Species COVID-19 Relief reimbursement.

This funding was provided by the U.S. Fish and Wildlife Service to AZA to execute the American Rescue Plan Act funding, for the care of captive species listed under the Endangered Species Act of 1973, for the care of rescued and confiscated wildlife, and for the care of Federal trust species in facilities experiencing lost revenues due to COVID-19, consistent with direction from Congress.

Approve the County Manager to accept the Endangered Species COVID-19 Relief Reimbursement.

ATTACHMENTS:

| Description | Upload Date | Type |
|--|--------------------|-------------|
| AZA Endangered Species COVID-19 Relief | 7/6/2022 | Cover Memo |



8403 Colesville Road, Suite 710

Silver Spring, MD 20910-3314

301-562-0777 tel 301-562-0888 fax

www.aza.org

June 30, 2022

Ms. Megan Cline
Mr. Bob Pendergrass
Rowan Wild
6800 Bringle Ferry Road
Salisbury, NC 28146

Dear Ms. Cline and Mr. Pendergrass,

The Association of Zoos and Aquariums (AZA) is pleased to provide you with the information you need to receive your Endangered Species COVID-19 Relief reimbursement.

1. Access to Reimbursement

To receive the reimbursement, please email the following information to ESACovidRelief@aza.org:

- Signed Reimbursement Acceptance Acknowledgement (page 3 of this letter)
- Completed IRS Form W-9 for the facility

Funds will be disbursed to the facility upon receipt of the requested information.

2. General Terms and Conditions

For any public acknowledgements regarding this reimbursement, please use the following language:

"This funding was provided by the U.S. Fish and Wildlife Service to AZA to execute the American Rescue Plan Act funding, for the care of captive species listed under the Endangered Species Act of 1973, for the care of rescued and confiscated wildlife, and for the care of Federal trust species in facilities experiencing lost revenues due to COVID-19, consistent with direction from Congress."

3. Notices

Any notice required under this reimbursement shall be in writing and shall be deemed received as of the date it is received by mail to the following address:

If to the Association of Zoos and Aquariums:

Association of Zoos & Aquariums
8403 Colesville Road, Suite 710
Silver Spring, MD 20910
Attn: Phil Wagner, Senior VP of Finance, CFO

If to the Facility:

Information will be sent to the contact person included with the Facility Reimbursement Application.



8403 Colesville Road, Suite 710

Silver Spring, MD 20910-3314

301-562-0777 tel 301-562-0888 fax

www.aza.org

4. Applicable Law

This reimbursement, and any claim or dispute relating thereto, are governed by federal law. By accepting this reimbursement in whole or in part, the recipient consents to the exclusive jurisdiction and venue of the United States District Court for the District of Maryland, Southern Division in Greenbelt, Maryland.

Please contact us at ESACovidRelief@aza.org if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig Hoover". The signature is fluid and cursive, with a long horizontal stroke at the end.

Craig Hoover
Executive Vice President



8403 Colesville Road, Suite 710

Silver Spring, MD 20910-3314

301-562-0777 tel 301-562-0888 fax

www.aza.org

REIMBURSEMENT ACCEPTANCE ACKNOWLEDGEMENT

CFDA No. 15.657 – Endangered Species Conservation – Recovery Implementation Funds

Facility Name:

Facility IRS Category: (e.g., 501(c)3, etc.)

Facility Address: (complete)

Mailing Address: (if different)

Authorized Representative: (print)

Authorized Representative Signature:

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: Anna Bumgarner and Randy Cress
DATE: 07/18/2022
SUBJECT: Sole-Source Tyler Technologies EnerGov

The EnerGov Program offers managing, permitting, licensing, and asset management for many Rowan County Departments. This program is solely sourced by Tyler Technologies, and cannot be provided by any other organization. This contract would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available;
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

Attached quote from Tyler Technologies.

Board of Commissions to authorize the County Manager to enter into a sole-source contract with Tyler Technologies for EnerGov not to exceed \$33,075.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| Invoice | 7/6/2022 | Cover Memo |



Empowering people who serve the public®

Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions

Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

**THIS IS NOT AN INVOICE
PROFORMA**

| Company | Order No. | Date | Page |
|---------|-----------|------------|--------|
| 025 | 160026 | 02/28/2022 | 1 of 1 |

To: Rowan County
130 West Innes Street
Suite 310
Salisbury, NC 28144
United States

Ship To: Rowan County
130 West Innes Street
Suite 310
Salisbury, NC 28144
United States

| Customer Grp/No. | Customer PO# | Payment Terms | Currency Code | Ship Via | Salesperson Cd |
|------------------|--------------|---------------|---------------|----------|----------------|
| 1 44457 | | Net 30 | USD | MISC | |

| No. | Item/ Description/ Comments | Drop Ship | # Users | Quantity | U/M | Unit Price | Disc % | Total Cost |
|----------------------------|--|-----------|---------|----------|-----|------------|--------|------------|
| Contract No.: ROWAN COUNTY | | | | | | | | |
| 1 | Renewal: EnerGov Assist Complete Maintenance Plan: ; Start: 07/01/2022, End: 06/30/2023; Term: 12 months | No | 1 | 1 | EA | 33,075.00 | .00 | 33,075.00 |

Does not include any applicable taxes

Order Total: 33,075.00

Comments: Upon acceptance please email your purchase order to PO@tylertech.com

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will
DATE: 7/7/22
SUBJECT: FY23-5311 Community Transportation Rural Formula Grant

The FY23 5311 Community Transportation Rural Formula Grant (5311 Admin Grant) for \$250,300 has been approved by NC Board of Transportation. NCDOT Project number 23-CT-037

Recommendation: The Board of Commissioners approve the County Manager to accept the grant funds signing the "FY23 Public Transportation Grant Agreement for Community Transportation Rural Formula Grant Program."

ATTACHMENTS:

| Description | Upload Date | Type |
|--|--------------------|-------------|
| FY23 5311 Community Transportation Rural Formula Grant | 7/7/2022 | Cover Memo |

INSTRUCTIONS FOR EXECUTING GRANT AGREEMENTS PUBLIC BODY GRANTEES

Included in this correspondence is an electronic file in a PDF format of the grant agreement(s) to be executed between the local grant recipient and the North Carolina Department of Transportation.

1. The person officially authorized by resolution of the governing body to accept the department's offer of financial assistance should electronically sign each agreement where indicated. The signature must be witnessed. Stamped signatures are not acceptable.
2. Enter your agency's **Federal Tax ID Number** and Fiscal Year-End on the signature page. Complete the section on the table for **Contract Administrators:** **For the Contractor: "If Delivered by US Postal Service" and "If Delivered by Any Other Means"**.
3. ***Do not date the agreements.*** This will be done upon execution by the department.
4. ***Return 1 copy within thirty (30) days*** via DocuSign.

A fully executed agreement will be returned to you via email and will be available for review in EBS upon the approval of your Agreement.

In the event the contract cannot be returned within thirty (30) days, please call me immediately at (919) 707-4672.

Please note that the department cannot reimburse the grant recipient for any eligible project expenses until the agreements are fully executed.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

March 18, 2022

Aaron Church, County Manager
Rowan County
130 West Innes Street
Salisbury, North Carolina 28144

RE: FY23 Community Transportation Program (Section 5311)
Project No.: 23-CT-037
WBS Element No.: 36233.88.23.1
Period of Performance: 7/1/2022 – 6/30/2023

Dear Mr. Church:

On February 2, 2022, the Board of Transportation approved your organization's request for an FY23 Community Transportation Grant in the amount of \$250,300. The agreement to be executed between Rowan County and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Brumfield".

Ryan Brumfield
Director

RB\mf

Attachments

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

ROWAN COUNTY

**PUBLIC TRANSPORTATION GRANT AGREEMENT FOR
COMMUNITY TRANSPORTATION RURAL FORMULA GRANT
PROGRAM**

Federal Award Identification

| | |
|---|-----------------------|
| Application Number: | 1000012116 |
| NCDOT Project Number: | 23-CT-037 |
| Approved Indirect Cost Rate: | N/A |
| FAIN Number(s): | NC-2022-034-00 |
| CFDA Number: | 20.509 |
| DUNS Number: | 074494014 |
| UEI Number: | GCB7UCV96NW6 |
| Total Amount of Award (Federal/State/Local): | \$250,300 |

.....

Federal Funded Programs:

- ☐ **5303 Metropolitan Planning Grant**
- ☐ **5307 Urbanized Area Formula Grant**
- ☐ **5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant**
- ☒ **5311 Community Transportation Rural Formula Grant**
- ☐ **5311 Appalachian Development Transit Assistance Grant**
- ☐ **5311f Intercity Bus Grant**
- ☐ **5316 Job Access Reverse Commute Grant**
- ☐ **5317 New Freedom Grant**
- ☐ **5339 Bus and Bus Facility Grant**

THIS AGREEMENT made this the _____ day of _____, 20____, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **ROWAN COUNTY**, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2022 to June 30, 2023**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

- a. Scope of Project. **Rowan Transit System will use funds to assist with administrative costs related to rural community transportation services.**
- b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

- c. **Amendment.** Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **TWO HUNDRED FIFTY THOUSAND THREE HUNDRED DOLLARS (\$250,300)** as set forth in the Project Description and Budget, incorporated into this Agreement as **Attachment A**. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

| Administration WBS | Administration Total | Administration Federal (80%) | Administration State (5%) | Administration Local (15%) |
|---------------------------|----------------------|------------------------------|---------------------------|----------------------------|
| 36233.88.23.1 | \$250,300 | \$200,240 | \$12,515 | \$37,545 |
| Agreement # | | | | |
| Project Total | Project Total | Project Total Federal | Project Total State | Project Total Local |
| | \$250,300 | \$200,240 | \$12,515 | \$37,545 |

6. Project Expenditures, Payments, and Reimbursement

- a. **General.** The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.
- b. **Reimbursement Procedures.** The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.
- i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.
 - ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

- iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.
- iv. Supporting documentation for proof of payment may be requested.
- c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.
- d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:
 - i. The balance of unrecovered operating expenditures after deducting all farebox revenue, or
 - ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
- e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.
- f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:
 - i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement
 - ii. Necessary in order to accomplish the Project
 - iii. Reasonable in amount for the goods or services purchased
 - iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (eg, refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred

- v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received
 - vi. Satisfactorily documented
 - vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
- g. Excluded Costs.** The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:
- i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,
 - ii. Any cost that is not included in the latest Approved Project Budget,
 - iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and
 - iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.
- h. Final Allowability Determination.** The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Subrecipient.

- i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.
 - ii. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.
 - iii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.
 - iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.
- j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.
- k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

- a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.
- b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

- a. Progress Reports.** The Subrecipient shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.
- b.** Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.
- c. Record Retention.** The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.
- d. Project Closeout.** The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- e. State Auditor Oversight.** The Subrecipient agrees to audit oversight by the Office of the State Auditor, to provide the Office of the State Auditor with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.
- f. Financial Reporting and Audit Requirements.** In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- g. Parts Inventory.** Financial audits must address parts inventory management.

- h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.
- i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F “Audit Requirements” are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E “Cost Principles.” The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.
- b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

The subrecipient agrees to file with the Department a copy of the subrecipient’s policy addressing conflicts of interest that may arise involving the subrecipient’s management employees and the members of its board of directors or other governing body. The subrecipient’s policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the subrecipient’s employees or members of its board or other governing body, from the subrecipient’s disbursing of State funds, and shall include actions to be taken by the subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the subrecipient.

Prohibition on Bonus or Commission Payments

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

11. Tax Compliance Certification

The Subrecipient shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Subrecipient acknowledges that the written statement must be submitted to the Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

12. Assignment

- a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department.
- b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

13. Hold Harmless.

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

14. Real Property, Equipment, and Supplies.

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. NCDOT shall be informed and included in all ribbon cuttings / dedications / groundbreakings. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

- a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The

Subrecipient further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

- b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.
- c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.
- d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.
- e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.

- f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.
- g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:
 - (1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.
 - (2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - (3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipient's continuing control of the use of Project property.
- h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.
- i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property, the Subrecipient agrees to:
 - (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 - (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.
- j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.

- k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Subrecipient to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

16. Termination

- a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.
- b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof),

the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

Under this Agreement, the Subrecipient shall at all times comply with the requirements included as part of this agreement in the Federal Terms and Conditions.

19. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Wake County, North Carolina.

20. Severability

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

21. Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this agreement and the terms and conditions included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.



Federal Terms and Conditions, Attached

22. Federal Terms and Conditions

State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department. Nothing shall be construed under the terms of this Agreement by the Department or the Subrecipient that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of 2 CFR Parts 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on the Subrecipient, to the extent the Federal Government deems appropriate.

The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports.

a. Record Retention. The Subrecipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

c. Access to Records. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Subrecipient agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

Civil Rights and Equal Opportunity. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such

action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department’s Subrecipient Payment Information Form (Form DBE-IS). In the event the Subrecipient has no DBE participation, the Subrecipient shall indicate this on the Form DBE-IS by entering the word ‘None’ or the number ‘zero’ and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is

correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

Prompt payment provisions. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract NCGS §22C-1.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

Energy Conservation. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined by the Department that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Lobbying Restrictions. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and

(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the subrecipient's proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

Public Transportation Employee Protective Arrangements. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):

1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.
3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Charter Service. The Subrecipient agrees to comply with 49 USC 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(d);
2. FTA regulations, "Charter Service," 49 CFR part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(f);
2. FTA regulations, "School Bus Operations," 49 CFR part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or
2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations or the Department to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to NCDOT Public Transportation Compliance Office or its designee.

23. Contract Administrators.

All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal 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, postal 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 Department:

Name: Myra Freeman
Title: Financial Manager
Agency: NCDOT/PTD
Email: Msfreeman1@ncdot.gov
MSC: 1550 Mail Service Center – Raleigh, NC 27699-1550
Physical Address: 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601
Phone: 919-707-4672 Fax: 919-733-2304

For the Subrecipient:

Name: Aaron Church
Title: County Manager
Agency: Rowan County
Address: 130 West Innes St, Salisbury, NC 28144
Email: Aaron.Church@rowancountync.gov
Phone: 704-216-8185

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Subrecipient by and through a duly authorized representative and is effective the date and year first above written.

ROWAN COUNTY

SUBRECIPIENT'S FEDERAL TAX ID

NUMBER:

56-6000336

SUBRECIPIENT'S FISCAL YEAR END:

JUNE 30, 2023

BY:

TITLE:

COUNTY MANAGER

ATTEST:

TITLE:

DEPARTMENT OF
TRANSPORTATION

BY:

TITLE:

DEPUTY SECRETARY FOR
MULTI-MODAL TRANSPORTATION

ATTEST:

TITLE:

**Attachment
Certification Regarding Lobbying**

The Subrecipient 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal 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 Subrecipient 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.

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.

Subrecipient's Authorized Representative: _____

Title: County Manager

Date: _____

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
PROJECT NUMBER: 23-CT-037
APPROVED BUDGET SUMMARY
EFFECTIVE DATE 7/1/2022

PROJECT SPONSOR: ROWAN COUNTY
PROJECT DESCRIPTION: FY2023 COMMUNITY TRANSPORTATION PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4521 ADMINISTRATION - 36233.88.23.1 \$250,300
PERIOD OF PERFORMANCE JULY 01, 2022 - JUNE 30, 2023

II. TOTAL PROJECT FUNDING

| | | <u>TOTAL</u> | <u>FEDERAL</u> | <u>STATE</u> | <u>LOCAL</u> |
|------------------|---------------|--------------|----------------|--------------|--------------|
| ADMINISTRATION - | 36233.88.23.1 | 100% | 80% | 5% | 15% |
| AGREEMENT # | | \$250,300 | \$200,240 | \$12,515 | \$37,545 |
| TOTAL BUDGET | | \$250,300 | \$200,240 | \$12,515 | \$37,545 |

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 23-CT-037
SPONSOR: ROWAN COUNTY
WBS: 36233.88.23.1

| <u>DEPARTMENT 4521 - ADMINISTRATION</u> | | <u>APPROVED</u> |
|---|--------------------------------|--------------------------|
| <u>TITLE - OBJECT</u> | | <u>BUDGET</u> |
| G121 | SALARIES AND WAGES - FULL TIME | 128,289 |
| G181 | Social Sec. Contrib. | 9,814 |
| G182 | Retirement Contrib. | 10,263 |
| G183 | Hosp. Ins. Contrib. | 16,380 |
| G186 | Workers Comp Cont. | 1,600 |
| G189 | Other Frng Benefits | 3,850 |
| G191 | Accounting | 2,240 |
| G192 | Legal | 250 |
| G199 | Other Prof Serv. | 5,510 |
| G211 | Janitorial Supplies | 1,000 |
| G212 | Uniforms | 1,000 |
| G261 | Office Sup & Mat. | 1,500 |
| G291 | Computer Supplies | 250 |
| G311 | Travel | 1,500 |
| G312 | Travel Subsis. | 1,500 |
| G321 | Telephone Service | 3,000 |
| G325 | Postage | 500 |
| G331 | Electricity | 5,000 |
| G333 | Natural Gas | 2,000 |
| G334 | Water | 1,000 |
| G336 | Trash Collection | 250 |
| G341 | Printing & Reprod | 3,858 |
| G357 | Rep & Maint-Commun. | 1,300 |
| G359 | Other Rep & Maint. | 3,040 |
| G371 | Mrktng.Paid Adv | 5,006 |
| G381 | Comp Prog Ser | 30,000 |
| G391 | Legal Advertising | 700 |
| G395 | Training-Employ Edu. | 100 |
| G412 | Rent of Buildings | 4,200 |
| G441 | Maint Cont-Commun Eq | 4,200 |
| G491 | Dues and Subscript | 1,200 |
| Total Administration | | <u>\$ 250,300</u> |

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET
SALARY AND WAGE DETAIL

PROJECT: 23-CT-037
SPONSOR: ROWAN COUNTY

| SQ NO | POSITION | NO | % | FTE | BUDGET |
|--|--------------------------|----|------|-----------|--------------------------|
| DEPT. 4521 OBJECT CODE 121 | | | | | |
| 01 | TRANSIT DIRECTOR | 01 | 40% | \$ 87,135 | \$ 34,854 |
| 02 | OPERATIONS MANAGER | 01 | 100% | \$ 53,603 | \$ 53,603 |
| 03 | SAFETY & TRAINING OFFICE | 01 | 100% | \$ 39,832 | \$ 39,832 |
| TOTAL - OBJECT CODE 121 | | | | | \$ 128,289 |
| TOTAL DEPT. 4521 SALARIES AND WAGES | | | | | <u>\$ 128,289</u> |

PROGRAM SUMMARY SHEET REQUIREMENTS



NORTH CAROLINA
Department of Transportation

5311 Rural Formula

FEDERAL

Administration, Operating, Capital, Planning

| | |
|---|--|
| PRINCIPLE | This guidance is for all subrecipients receiving capital, administration, and operating assistance to support public transportation in rural areas (areas with populations of less than 50,000). |
| ELIGIBLE SUBRECIPIENTS | <p>To be eligible, transit providers must have a signed resolution from the County Commissioners of each county served, designating them as the 5311 recipient in their jurisdiction in order to be eligible to apply for funds. Starting in FY 2018, these resolutions are updated on a 5-year basis. The resolution is part of the grant application process.</p> <p>North Carolina's coordinated approach to service delivery allows a single applicant within each designated service area.</p> <p>The project number will be identified as YY-11-XXX (YY=Year; XXX= System #). It may be followed by an O (operating) or S (statewide funding only). This designation identifies the program funding or use.</p> |
| ELIGIBLE SERVICE and SERVICE AREA | General public transportation activities in rural North Carolina (areas outside urbanized area boundaries) are the focus of this funding. The goal of Section 5311 program is to enhance the overall mobility of people living in rural areas, therefore, projects may include transportation to or from rural areas. Service must be open and promoted to the general public, however, a rural transit provider may design its Section 5311 funded services to maximize use by members of the general public who are transportation-disadvantaged. Transportation disadvantaged people include seniors, people with disabilities, and low-income individuals. Providers receiving both 5311 and 5307 funds must have a method of allocating costs between the two programs. |
| FINANCIAL CAPACITY and MANAGEMENT | PTD suggests Subrecipients have sufficient funds to operate and maintain the NCDOT funded program for at least three months without incoming revenue from grants. Subrecipients must have fiscal control and accounting procedures sufficient to permit the tracking and reporting of grant funds. Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15 days. |
| AUDIT REPORTS and FINANCIAL STATEMENTS | Subrecipients that expend more than \$500,000 in federal funds from all sources (including federal funds provided through NCDOT) in a year must submit the annual single audit required by 09 NCAC 03M and evidence of resolution of findings related to the transit program to NCDOT. The value of a bus or van purchased must be considered when determining whether a Subrecipient meets the threshold for a single audit. |
| VEHICLE TITLES | Subrecipients will title the equipment and NCDOT Public Transportation Division be named first lien holder. When the project equipment has been replaced, NCDOT will release the lien. Useful life standards are maintained in NCDOT's Transit Asset Management (TAM) Tier II Sponsored Plan. This inventory is updated on an annual basis. |
| INSURANCE | Subrecipients will maintain insurance as defined in the procedures. |

PROGRAM SUMMARY SHEET REQUIREMENTS

| | |
|------------------------------|---|
| MAINTENANCE | Subrecipients will maintain project equipment at a high level of cleanliness, safety, and mechanical soundness. An 80 percent on-time performance standard for equipment and wheelchair lifts has been set. All maintenance activities are entered into Trapeze EAM and performance is monitored. FTA and state funded facilities require a written maintenance plan and annual submission of the maintenance performed. |
| INCIDENTAL USE | PTD discourages incidental uses of real property unless it can generate additional revenues for the transit system or, at a reasonable cost, enhances system ridership. Prior written approval is required for incidental uses of real property which must be compatible with the original purposes of the contract. Incidental uses, such as meal delivery, are allowed if they do not interfere with the public transit service and cover the costs of the uses. Nutrition programs must cover the operating costs attributable to meal delivery. |
| PROGRAM REPORTING AND | NCDOT Public Transportation Division requires quarterly and year end reports. Program status reports are also required with each claim submitted. <u>Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).</u> |
| OVERSIGHT | NCDOT Public Transportation Division maintains all procedures required for oversight. These expectations, the State Management Plan, funding applications and Certifications and Assurances must be followed to maintain good standing for future funding. <u>Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).</u> |
| REFERENCES | Section 5311 Circular - C 9040.1G; Award Management Requirements 5010.1E; 09 NCAC 03M Third Party Contracting Guidance 4220.1F NCDOT's Business Guide Federal Transit Administration Annual Certifications and Assurances and Agreements Additional Terms & Conditions in the agreement State Management Plan PTD 5311 application overview and program material |
| UPDATES/REVISIONS | Original Date: April 9, 2018 Last Amended Date: December 5, 2018 |

PROGRAM SUMMARY SHEET REQUIREMENTS

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2023 RESOLUTION

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

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

A motion was made by Commissioner Jim Greene and seconded by Commissioner Craig Pierce for the adoption of the following resolution, and upon being put to a vote was duly adopted.

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

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

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

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

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

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

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

NOW, THEREFORE, be it resolved that the County Manager of Rowan County is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I, Aaron Church, County Manager do hereby certify that the above is a true and correct. The motion was verified from the video of the September 7, 2021 Board of Commissioners meeting. The approved minutes will be submitted to the North Carolina Department of Transportation Public Transportation Division Enterprise Business Services by November 15, 2021.

Aaron Church

Signature of Certifying Official

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

Seal Subscribed and sworn to me

(date)

June 24, 2019

Siobhan Allen

Notary Public *

Siobhan Allen

449 Dockside Ln NW Concord, NC 28027

Printed Name and Address

My commission expires

(date)

June 23, 2024

Affix Notary Seal Here

STOBHAN ALLEN
NOTARY PUBLIC
Cabarrus County
North Carolina
My Commission Expires June 23, 2024

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will
DATE: 6/7/22
SUBJECT: NCDOT: 5310 ARPA Transportation Grant Agreement

NCDOT has awarded Rowan Transit funding under 5310 American Rescue Plan Act in the amount of \$166,449, NCDOT Project number 22-AP-037. The purpose of the funding is to provide for the undertaking of non-urbanized and small urban public transportation services, for the performance period 3/3/22-6/30/23.

Recommendation: The Board of Commissioners approve the County Manager to accept the funding by signing the 5310 ARPA Transportation Agreement.

ATTACHMENTS:

| Description | Upload Date | Type |
|---|--------------------|-------------|
| NCDOT: 5310 ARPA Transportation Grant Agreement | 7/7/2022 | Cover Memo |

INSTRUCTIONS FOR EXECUTING GRANT AGREEMENTS PUBLIC BODY GRANTEES

Included in this correspondence is an electronic file in a PDF format of the grant agreement(s) to be executed between the local grant recipient and the North Carolina Department of Transportation.

1. The person officially authorized by resolution of the governing body to accept the department's offer of financial assistance should electronically sign each agreement where indicated. The signature must be witnessed. Stamped signatures are not acceptable.
2. Enter your agency's **Federal Tax ID Number** and Fiscal Year-End on the signature page. Complete the section on the table for **Contract Administrators:** **For the Contractor: "If Delivered by US Postal Service" and "If Delivered by Any Other Means"**.
3. ***Do not date the agreements.*** This will be done upon execution by the department.
4. ***Return 1 copy within thirty (30) days*** via DocuSign.

A fully executed agreement will be returned to you via email and will be available for review in EBS upon the approval of your Agreement.

In the event the contract cannot be returned within thirty (30) days, please call me immediately at (919) 707-4672.

Please note that the department cannot reimburse the grant recipient for any eligible project expenses until the agreements are fully executed.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

ROWAN COUNTY

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR

AMERICAN RESCUE PLAN ACT PROGRAM

Federal Award Identification

Agreement Number:

NCDOT Project Number: **22-AP-037**

Approved Indirect Cost Rate: **N/A**

FAIN Number(s): **NC-2022-035-00**

CFDA Number: **21.027**

DUNS Number: **074494014**
GCB7UCV96NW6

Total Amount of Award
(Federal): **\$166,449**

.....

Federal Funded Programs:

- ☐ **5303 Metropolitan Planning Grant**
- ☐ **5307 Urbanized Area Formula Grant**
- ☐ **5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant**
- ☐ **5311 Community Transportation Rural Formula Grant**
- ☐ **5311 Appalachian Development Transit Assistance Grant**
- ☐ **5311f Intercity Bus Grant**
- ☒ **5310 American Rescue Plan Act (ARP)**
- ☐ **5311 American Rescue Plan Act (ARP)**
- ☐ **5317 New Freedom Grant**
- ☐ **5339 Bus and Bus Facility Grant**

THIS AGREEMENT made this the _____ day of _____, 20____, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **ROWAN COUNTY**, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **March 3, 2022 to June 30, 2023**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

- a. Scope of Project. **To continue operating services in rural communities and prevent, prepare and respond due to the coronavirus public health emergency**
- b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

- c. Amendment. Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **ONE HUNDRED SIXTY-SIX THOUSAND FOUR HUNDRED FORTY-NINE DOLLARS (\$166,449)** as set forth in the Project Description and Budget, incorporated into this Agreement as **Attachment A**. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

| Operating WBS | Operating Total | Operating Federal (100%) | Operating State (0%) | Operating Local (0%) |
|----------------------|-----------------|--------------------------|----------------------|----------------------|
| 50371.8.1.2 | \$166,449 | \$166,449 | \$0 | \$0 |
| Agreement # | | | | |
| Project Total | Project Total | Project Total Federal | Project Total State | Project Total Local |
| | \$166,449 | \$166,449 | \$0 | \$0 |

6. Project Expenditures, Payments, and Reimbursement

- a. General. The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.
- b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.
- Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.
 - All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of

agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

- iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.
- iv. Supporting documentation for proof of payment may be requested.
- c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.
- d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:
 - i. The balance of unrecovered operating expenditures after deducting all farebox revenue, or
 - ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
- e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.
- f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:
 - i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement
 - ii. Necessary in order to accomplish the Project
 - iii. Reasonable in amount for the goods or services purchased
 - iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (eg, refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred

- v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received
 - vi. Satisfactorily documented
 - vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
- g. Excluded Costs.** The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:
- i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,
 - ii. Any cost that is not included in the latest Approved Project Budget,
 - iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and
 - iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.
- h. Final Allowability Determination.** The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding

monetary claims that the Federal or State Government may have against the Subrecipient.

- i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.
 - i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.
 - ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.
 - iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.
- j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.
- k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

- a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.
- b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported

by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

- a. Progress Reports. The Subrecipient shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.
- b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.
- c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.
- d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- e. State Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, to provide the Office of the State Auditor with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.
- f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- g. Parts Inventory. Financial audits must address parts inventory management.

- h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.
- i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F “Audit Requirements” are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E “Cost Principles.” The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.
- b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

The subrecipient agrees to file with the Department a copy of the subrecipient’s policy addressing conflicts of interest that may arise involving the subrecipient’s management employees and the members of its board of directors or other governing body. The subrecipient’s policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the subrecipient’s employees or members of its board or other governing body, from the subrecipient’s disbursing of State funds, and shall include actions to be taken by the subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the subrecipient.

Prohibition on Bonus or Commission Payments

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

11. Tax Compliance Certification

The Subrecipient shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Subrecipient acknowledges that the written statement must be submitted to the

Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

12. Assignment

- a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department.
- b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

13. Hold Harmless.

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

14. Real Property, Equipment, and Supplies.

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. NCDOT shall be informed and included in all ribbon cuttings / dedications / groundbreakings. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

- a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that

property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Subrecipient further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

- b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.
- c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.
- d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.

- e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.
- f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.
- g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:
 - (1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.
 - (2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - (3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipient's continuing control of the use of Project property.
- h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.
- i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property, the Subrecipient agrees to:
 - (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 - (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.
- j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or

refund the value of the Federal and State interest in that property, as the Department may require.

- k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Subrecipient to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

16. Termination

- a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.
- b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there

are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

Under this Agreement, the Subrecipient shall at all times comply with the requirements included as part of this agreement in the Federal Terms and Conditions.

19. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Wake County, North Carolina.

20. Severability

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

21. Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this agreement and the terms and conditions included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.



Federal Terms and Conditions, Attached

22. Federal Terms and Conditions

State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department. Nothing shall be construed under the terms of this Agreement by the Department or the Subrecipient that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of 2 CFR Parts 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on the Subrecipient, to the extent the Federal Government deems appropriate.

The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports.

a. Record Retention. The Subrecipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

c. Access to Records. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Subrecipient agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

Civil Rights and Equal Opportunity. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the

Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subrecipient Payment Information Form (Form DBE-IS). In the event the Subrecipient has no DBE participation, the Subrecipient shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

Prompt payment provisions. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract NCGS §22C-1.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

Energy Conservation. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined by the Department that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally

required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Lobbying Restrictions. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,

(b) U.S. DOT regulations, “New Restrictions on Lobbying,” 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and

(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the subrecipient’s proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”

3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

Public Transportation Employee Protective Arrangements. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):

1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.

3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Charter Service. The Subrecipient agrees to comply with 49 USC 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(d);
2. FTA regulations, "Charter Service," 49 CFR part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(f);
2. FTA regulations, "School Bus Operations," 49 CFR part 605;

3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or
2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations or the Department to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to NCDOT Public Transportation Compliance Office or its designee.

23. Contract Administrators.

All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal 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, postal 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 Department:

Name: Myra Freeman
Title: Financial Manager
Agency: NCDOT/PTD
Email: Msfreeman1@ncdot.gov
MSC: 1550 Mail Service Center – Raleigh, NC 27699-1550
Physical Address: 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601
Phone: 919-707-4672 Fax: 919-733-2304

For the Subrecipient:

Name: Aaron Church
Title: County Manager
Agency: Rowan County
Address: 130 West Innes St, Salisbury, NC 28144
Email: Aaron.Church@rowancountync.gov
Phone: 704-216-8185

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Subrecipient by and through a duly authorized representative and is effective the date and year first above written.

ROWAN COUNTY

SUBRECIPIENT'S FEDERAL TAX ID

NUMBER:

56-6000336

SUBRECIPIENT'S FISCAL YEAR END:

JUNE 30, 2023

BY:

TITLE:

COUNTY MANAGER

ATTEST:

TITLE:

DEPARTMENT OF
TRANSPORTATION

BY:

TITLE:

DEPUTY SECRETARY FOR
MULTI-MODAL TRANSPORTATION

ATTEST:

TITLE:

Attachment
Certification Regarding Lobbying

The Subrecipient 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal 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 Subrecipient 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.

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.

Subrecipient's Authorized Representative: _____

Title: County Manager

Date: _____



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

June 22, 2022

Aaron Church, County Manager
Rowan County
130 West Innes Street
Salisbury, North Carolina 28144

RE: FY22 American Rescue Plan Act Program
Project No.: 22-AP-037
WBS Element No.: 50371.8.1.2
Period of Performance: 3/3/2022 – 6/30/2023

Dear Mr. Church:

On March 3, 2022, the Board of Transportation approved your organization's request for a FY22 American Rescue Plan Act Program Grant in the amount of \$166,449. The agreement to be executed between Rowan County and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Brumfield".

Ryan Brumfield
Director

RB\mf

Attachments

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

Telephone: (919) 707-4670
Fax: (919) 733-1391
Customer Service: 1-877-368-4968

Website: ncdot.gov

Location:
1 SOUTH WILMINGTON STREET 2
RALEIGH, NC 27601

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION

PROJECT NUMBER: 22-AP-037

APPROVED BUDGET SUMMARY

EFFECTIVE DATE MARCH 3 ,2022

PROJECT SPONSOR: ROWAN COUNTY

PROJECT DESCRIPTION: FY2022 AMERICAN RESCUE PLAN ACT PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4522 OPERATING- 50371.8.1.2 \$166,449
PERIOD OF PERFORMANCE MARCH 3, 2022 - JUNE 30, 2023

II. TOTAL PROJECT FUNDING

| | | <u>TOTAL</u> | <u>FEDERAL</u> | <u>STATE</u> | <u>LOCAL</u> |
|-------------|-------------|--------------|----------------|--------------|--------------|
| OPERATING | 50371.8.1.2 | 100% | 100% | 0% | 0% |
| AGREEMENT # | | \$166,449 | \$166,449 | \$0 | \$0 |
| TOTAL | | \$166,449 | \$166,449 | \$0 | \$0 |

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET
EFFECTIVE MARCH 3, 2022

PROJECT: 22-AP-037
SPONSOR: ROWAN COUNTY
WBS: 50371.8.1.2

| ----- DEPARTMENT 4522 - OPERATING ----- | | | APPROVED |
|---|------------------------|--|-------------------|
| | <u>OBJECT-TITLE</u> | | <u>BUDGET</u> |
| G313 | Trans Clients/Oth. | | \$ 166,449 |
| | TOTAL OPERATING | | \$ 166,449 |

PROGRAM SUMMARY SHEET REQUIREMENTS



NORTH CAROLINA
Department of Transportation

**ARPA: AMERICAN
RESCUE PLAN ACT
PROGRAM**

FEDERAL

Operating, Capital, Planning – American Rescue Plan Act

| | |
|--|---|
| <p>PRINCIPLE</p> | <p>The American Rescue Plan Act provides emergency assistance and health care response for individuals, families and businesses affected by the COVID-19 pandemic and provides emergency appropriations to support Executive Branch agency operations during the COVID-19 pandemic. Available at 100% federal share. Available for payroll and operations unless the recipient certifies that it has not furloughed any employees. Available for: Payroll for public transit providers, including private providers of public transportation, operating costs of public transit during the public health emergency, including the purchase of personal protective equipment, administrative leave for operations or contractor personnel due to reductions in service</p> <p>This guidance is for all subrecipients receiving 5311 Administrative, and Operating program assistance to support public transportation in rural areas with populations of less than 50,000; 5310 subrecipients in urban and rural area to meet the needs of seniors and individuals with disabilities and 5307 subrecipients receiving funds in urbanized areas with populations over 50,000.</p> |
| <p>ELIGIBLE SUBRECIPIENTS</p> | <p>In order to be eligible to apply for these funds, subrecipients must have a signed Resolution from the Board of County Commissioners for each County served, designating the subrecipient as the 5311, 5307 and/or 5310 recipients in its jurisdiction. Starting in FY 2018, these Resolutions are updated on a 5-year basis and are part of the grant application process.</p> <p>Section 5307 covers urbanized areas with populations over 50,000. Large Urban Sub Allocations: Designated recipients of 5307 funds are required to create a method to allocate 5307 funds to all providers inside the urbanized area. The method to allocate funds is entirely up to the designated recipient. If the designated recipient chooses to sub-allocate any funds, a split letter must be created and sent to FTA for funds to go to the correct recipient. The providers to which funds are sub-allocated can be or become direct recipients to FTA or subrecipients of the designated recipient. Integrated Mobility Division (IMD) may take oversight of these subrecipients on behalf of the designated recipient if the subrecipient receives Section 5311 funds. If this situation does not occur, the designated recipient has full oversight of their subrecipients.</p> <p>5307 Governor's Apportionment: Integrated Mobility Division (IMD) is responsible for allocating funds apportioned to small urban areas (populations of 50,000-200,000) through the 5307 Governor's Apportionment. IMD allocates these funds through a split letter to FTA per fiscal year and designates funds based on eligible recipient's 5-year needs-based budgets which are submitted to IMD. Only small urban providers receiving Section 5311 funds may become IMD subrecipients for Section 5307 funds. All other providers must apply to FTA for the funds.</p> <p>Needs-based budget: Small urban transit systems are required to submit a 5-year needs-based budget annually to IMD which outlines the status of current FTA grants and projected expenses and revenues for the next 5 fiscal years.</p> <p>North Carolina's coordinated approach to service delivery allows a single applicant within each designated service area.</p> |

PROGRAM SUMMARY SHEET REQUIREMENTS

| | |
|---|---|
| | <p>The project number will be identified as YY-CA-XXX (YY=Year; XXX= System #). It may be followed by an O (operating) or S (statewide funding only). This designation identifies the program funding or use.</p> |
| ELIGIBLE SERVICE and SERVICE AREA | <p>General public transportation activities in rural North Carolina (areas outside urbanized area boundaries) are the focus of this funding. The goal of the Section 5311 program is to enhance the overall mobility of people living in rural areas. Therefore, projects may include transportation to or from rural areas. Service must be open and promoted to the general public. However, a rural transit provider may design its Section 5311 funded services to maximize use by members of the general public who are transportation disadvantaged. Transportation disadvantaged people include seniors, people with disabilities, and low-income individuals. Providers receiving both 5311 and 5307 funds must have a method of allocating costs between the two programs.</p> <p>Section 5310 covers both rural and urban areas of a county. Examples of 5310 includes acquisition of the following:</p> <ul style="list-style-type: none"> • buses, vans, wheelchair lifts, ramps, securement devices • transit-related information technology systems, • transportation services under a contract, lease or other arrangement • vehicles to support new accessible taxis, rides sharing and/or vanpooling programs, • Mobility Management Programs • Travel Training • Volunteer Driver Programs • Building an accessible path to a bus stop, including curb-cuts, sidewalks, accessible pedestrian signals or other accessible feature • Signage improvement/replacement or way-finding technology • Incremental costs of providing same day service or door-to-door service <p>**Nonprofit organizations are only eligible to purchase transportation services from the designated 5311 subrecipient.</p> <p>Section 5307 covers public transportation activities including planning, engineering, design and evaluation of transit projects and other technical transportation -related studies; capital investments in bus and bus-related activities such as replacement, overhaul and rebuilding of buses, crime prevention and security equipment and construction of maintenance and passenger facilities; and capital investments in new and existing fixed guideways system including rolling stock, overhaul and rebuilding of vehicles, track, signals, communications, and computer hardware and software. In addition, associated transit improvements and certain expenses associated with mobility management programs are eligible under the program. All preventive maintenance and up to 10 percent of the apportionment can be used to fund Americans with Disabilities Act complementary paratransit operations at the capital ratio.</p> |
| FINANCIAL CAPACITY and MANAGEMENT | <p>IMD suggests Subrecipients have sufficient funds to operate and maintain the NCDOT funded program for at least three months without incoming revenue from grants. Subrecipients must have fiscal control and accounting procedures sufficient to permit the tracking and reporting of grant funds. Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15-days.</p> |
| AUDIT REPORTS and FINANCIAL STATEMENTS | <p>Subrecipients that expend more than \$500,000 in federal funds from all sources (including federal funds provided through NCDOT) in a year must submit the annual single audit required by 09 NCAC 03M and evidence of resolution of findings related to the transit program to NCDOT. The value of a bus or van purchased must be considered when determining whether a Subrecipient meets the threshold for a single audit.</p> |
| VEHICLE TITLES | <p>Subrecipients will title the equipment and NCDOT Public Transportation Division be named</p> |

PROGRAM SUMMARY SHEET REQUIREMENTS

| | |
|------------------------------|---|
| | first lien holder. When the project equipment has been replaced, NCDOT will release the lien. Useful life standards are maintained in NCDOT's Transit Asset Management (TAM) Tier II Sponsored Plan. This inventory is updated on an annual basis. |
| INSURANCE | Subrecipients will maintain insurance as defined in the procedures. |
| MAINTENANCE | Subrecipients will maintain project equipment at a high level of cleanliness, safety, and mechanical soundness. An 80 percent on-time performance standard for equipment and wheelchair lifts has been set. All maintenance activities are entered into Trapeze EAM and performance is monitored. FTA and state funded facilities require a written maintenance plan and annual submission of the maintenance performed. |
| INCIDENTAL USE | IMD discourages incidental uses of real property unless it can generate additional revenues for the transit system or, at a reasonable cost, enhances system ridership. Prior written approval is required for incidental uses of real property which must be compatible with the original purposes of the contract. Incidental uses, such as meal delivery, are allowed if they do not interfere with the public transit service and cover the costs of the uses. Nutrition programs must cover the operating costs attributable to meal delivery. |
| PROGRAM REPORTING AND | NCDOT Public Transportation Division requires quarterly and year end reports. Program status reports are also required with each claim submitted. <u>Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).</u> |
| OVERSIGHT | NCDOT Public Transportation Division maintains all procedures required for oversight. These expectations, the State Management Plan, funding applications and Certifications and Assurances must be followed to maintain good standing for future funding. <u>Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).</u> |
| REFERENCES | Section 7006 Award Management Requirements 5010.1E; 09 NCAC 03M Third Party Contracting Guidance 4220.1F NCDOT's Business Guide Federal Transit Administration Annual Certifications and Assurances and Agreements Additional Terms & Conditions in the agreement State Management Plan IMD 5311 application overview and program material |
| UPDATES/REVISIONS | Original Date: May 11, 2022 Last Amended 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: Anna Bumgarner and Randy Cress
DATE: 07/18/2022
SUBJECT: Renewal Services for Zoom Phone

Rowan County Purchasing policy requires all purchase over \$90,000 be approved by the Board of Commissioners. The County wishes to renew its agreement with Zoom for phone service. The attached quote has been provided by Zoom for a 12 month period. The overall cost per order form number: Q1336346, which is within the approved FY23 budget will not exceed: \$158,847.36 (First Payment \$158,647.36 plus 11 months at \$20) plus Federal Universal Service Tax Fee.

Attached quote from Zoom Video Communications, Inc.

Board of Commissioners authorize County Manager to approve contract with Zoom for phone services not to exceed \$158,847.36 plus Federal Universal Tax Fee.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| contract | 7/7/2022 | Cover Memo |



Order Form Number: Q1336346
Valid Until: 06/30/2022

Zoom Video Communications Inc. ('Zoom')
55 Almaden Blvd, 6th Floor
San Jose, CA
Email: anabel.guevara@zoom.us

| | |
|--|--|
| Billed To Customer: Rowan County Contact Name: Randy Cress 130 West Innes Street, Suite 310 Salisbury, North Carolina 28144, United States Email Address: randy.cress@rowancountync.gov Phone: 704.216.8114 | Sold To Customer: Rowan County Contact Name: Randy Cress 130 West Innes Street, Suite 310 Salisbury, North Carolina 28144, United States Email Address: randy.cress@rowancountync.gov Phone: 704.216.8114 |
| Auto Renew: No Initial Paid Subscription Term: 12 Month Paid Period Start Date: 07/01/2022 | Billing Method: Email Currency: USD Payment Term: Net 30 |

This Zoom Order Form and any other Order Forms that reference this Order Form are governed by Zoom Terms of Service found at <http://www.zoom.us/terms> (unless Customer and Zoom have entered a written governing Master Subscription Agreement, in which case such written agreement will govern).

| SERVICE | BILLING PERIOD | QUANTITY | PRICE | TOTAL |
|--|----------------|----------|------------|----------------|
| Enterprise Named Host Annual | Annual | 82 | USD 204.00 | USD 16,728.00 |
| Audio Conferencing Pay as you go | Month | 1 | USD 0.00 | USD 0.00 |
| Audio Conferencing Pay As You Go - overage fee (All overages for audio billed at contracted rates.) | Month | | NA | USD |
| Zoom Rooms Annual | Annual | 20 | USD 424.15 | USD 8,483.00 |
| Dedicated Dial-in Number | Month | 2 | USD 10.00 | USD 20.00 |
| Zoom Phone Monthly Usage - overage fee | Month | NA | NA | NA |
| Zoom Phone Pay As You Go | Month | 1 | USD 0.00 | USD 0.00 |
| Zoom Phone US/Canada Unlimited Calling Named User Annual | Annual | 900 | USD 148.24 | USD 133,416.36 |

(Before Taxes)

Monthly Payment:
Annual Payment:

USD 20.00
USD 158,627.36

Payment Schedule Summary (Before Taxes)

First Payment: USD 158,647.36

Monthly Recurring Payment: USD 20.00 (Starting from the Second Month)

Other Terms & Notes

Named Host - means any licensed host who may host an unlimited number of meetings during the Term using the Service. Any meeting will have at least one Named Host. Unless Customer has purchased an extended capacity, the number of participants (participants do not require a license) will not exceed 500 per meeting.

Named Host license may not be shared or used by anyone other than the individual to whom the Named Host license is assigned.

Enterprise Named Host Plan includes 500 meeting capacity and webinar 500 attendee capacity for all named users.

Country or region availability for Zoom Phone is listed on Zoom's website and is subject to change (see <https://explore.zoom.us/docs/en-us/zoomphone/global-coverage.html>).

Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Amendment orders will co-term with the existing subscription term end date. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Customer during the month for which they are committed may not be carried forward into any subsequent month or term.

All prices shown for Zoom and Zoom Phone services are exclusive of indirect taxes (e.g., U.S. state and local taxes, VAT, GST, and HST or any other consumption taxes), digital taxes and environmental taxes to the extent they apply. Regulatory telecommunications fees, such as USF or any similar foreign fee, will apply to Zoom Phone services and details of taxes and fees will be included in issued invoices.

Professional Services, if purchased, will be presented in a separate Order Form.

Zoom Global Telephone Coverage and Rates

Audio Table Format: Country | Landline Rate | Mobile Rate | Enabled Status

Y means audio for country is Enabled upon provisioning

N means audio for country is Not Enabled upon provisioning

| Toll-Free | | | | Premium | | | | Callout | | | |
|------------------------|---------------|-------------|----------------|---------------------|---------------|-------------|----------------|------------------------|---------------|-------------|----------------|
| Country | Landline Rate | Mobile Rate | Enabled Status | Country | Landline Rate | Mobile Rate | Enabled Status | Country | Landline Rate | Mobile Rate | Enabled Status |
| Anguilla | 1.0482 \$ | 1.0482 \$ | Y | Algeria | 0.5396 \$ | 0.5396 \$ | Y | Algeria | 0.334 \$ | 1.67 \$ | Y |
| Antigua and Barbuda | 1.0482 \$ | 1.0482 \$ | Y | Angola | 0.1296 \$ | 0.1296 \$ | Y | American Samoa | 0.005 \$ | 0.005 \$ | Y |
| Argentina | 0.4108 \$ | 0.4108 \$ | Y | Cayman Islands | 0.1944 \$ | 0.1944 \$ | Y | Angola | 0.346 \$ | 0.347 \$ | Y |
| Australia | 0.1278 \$ | 0.1278 \$ | Y | China | 0.0633 \$ | 0.0633 \$ | Y | Anguilla | 0.456 \$ | 0.456 \$ | Y |
| Austria | 0.2003 \$ | 0.8651 \$ | Y | Costa Rica | 0.0541 \$ | 0.0541 \$ | Y | Antigua and Barbuda | 0.456 \$ | 0.456 \$ | Y |
| Bahamas | 0.7296 \$ | 0.7296 \$ | Y | Hong Kong | 0.0475 \$ | 0.0475 \$ | Y | Argentina | 0.146 \$ | 1.111 \$ | Y |
| Bahrain | 0.2003 \$ | 0.2003 \$ | Y | India | 0.0863 \$ | 0.0863 \$ | Y | Armenia | 0.9756 \$ | 0.9756 \$ | Y |
| Barbados | 1.0482 \$ | 1.0482 \$ | Y | Indonesia | 0.1079 \$ | 0.1079 \$ | Y | Australia | 0.087 \$ | 0.354 \$ | Y |
| Belgium | 0.0856 \$ | 1.7932 \$ | Y | Jamaica | 0.0541 \$ | 0.0541 \$ | Y | Austria | 0.077 \$ | 0.143 \$ | Y |
| Bermuda | 1.8224 \$ | 1.8224 \$ | Y | Kazakhstan | 0.3453 \$ | 0.3453 \$ | Y | Bahamas | 0.355 \$ | 0.355 \$ | Y |
| Bolivia | 1.1391 \$ | 1.1391 \$ | Y | Kuwait | 0.1296 \$ | 0.1296 \$ | Y | Bahrain | 0.208 \$ | 0.366 \$ | Y |
| Bosnia and Herzegovina | 1.2757 \$ | 1.2757 \$ | Y | Macau | 0.2916 \$ | 0.2916 \$ | Y | Bangladesh | 0.212 \$ | 0.196 \$ | Y |
| Botswana | 1.7495 \$ | 1.7495 \$ | Y | Morocco | 0.4101 \$ | 0.4101 \$ | Y | Barbados | 0.476 \$ | 0.476 \$ | Y |
| Brazil | 0.266 \$ | 0.957 \$ | Y | Namibia | 0.1509 \$ | 0.1509 \$ | Y | Belgium | 0.112 \$ | 0.113 \$ | Y |
| British Virgin Islands | 1.0482 \$ | 1.0482 \$ | Y | Nigeria | 0.0648 \$ | 0.0648 \$ | Y | Belize | 1.2287 \$ | 1.2287 \$ | Y |
| Brunei | 1.6855 \$ | 1.6855 \$ | Y | Pakistan | 0.2916 \$ | 0.2916 \$ | Y | Bermuda | 0.456 \$ | 0.456 \$ | Y |
| Bulgaria | 0.7028 \$ | 0.7028 \$ | Y | Philippines | 0.4968 \$ | 0.4968 \$ | Y | Bolivia | 0.521 \$ | 0.916 \$ | Y |
| Cambodia | 3.6111 \$ | 3.6111 \$ | Y | Sri Lanka | 0.4081 \$ | 0.4081 \$ | Y | Bosnia and Herzegovina | 0.629 \$ | 1.633 \$ | Y |
| Canada | 0.0467 \$ | 0.0467 \$ | Y | Taiwan | 0.1296 \$ | 0.1296 \$ | Y | Botswana | 0.278 \$ | 1.005 \$ | Y |
| Cayman Islands | 0.957 \$ | 0.957 \$ | Y | Thailand | 0.1296 \$ | 0.1296 \$ | Y | Brazil | 0.111 \$ | 0.831 \$ | Y |
| Chile | 1.0847 \$ | 1.0847 \$ | Y | Trinidad and Tobago | 0.4533 \$ | 0.4533 \$ | Y | British Virgin Islands | 0.319 \$ | 0.319 \$ | Y |
| China | 0.3337 \$ | 0.3337 \$ | Y | Tunisia | 1.2953 \$ | 1.2953 \$ | Y | Brunei | 0.1922 \$ | 0.2156 \$ | Y |
| Colombia | 0.6385 \$ | 0.6385 \$ | Y | Uganda | 0.2052 \$ | 0.2052 \$ | Y | Bulgaria | 0.109 \$ | 1.056 \$ | Y |
| Costa Rica | 0.957 \$ | 0.957 \$ | Y | Ukraine | 0.0432 \$ | 0.0432 \$ | Y | Cambodia | 0.354 \$ | 0.354 \$ | Y |
| Croatia | 0.1684 \$ | 0.9054 \$ | Y | Vietnam | 0.259 \$ | 0.259 \$ | Y | Canada | 0.054 \$ | 0.054 \$ | Y |
| Cyprus | 0.0665 \$ | 0.1134 \$ | Y | Zimbabwe | 0.4749 \$ | 0.4749 \$ | Y | Cayman Islands | 0.262 \$ | 0.262 \$ | Y |
| Czech Republic | 0.1096 \$ | 0.1096 \$ | Y | | | | | Chile | 0.146 \$ | 0.901 \$ | Y |
| Denmark | 0.0588 \$ | 1.6691 \$ | Y | | | | | China | 0.084 \$ | 0.084 \$ | Y |
| Dominica | 1.0482 \$ | 1.0482 \$ | Y | | | | | Colombia | 0.191 \$ | 0.191 \$ | Y |
| Dominican Republic | 0.8935 \$ | 0.8935 \$ | Y | | | | | Costa Rica | 0.107 \$ | 0.272 \$ | Y |
| Ecuador | 1.4124 \$ | 1.4124 \$ | Y | | | | | Croatia | 0.12 \$ | 1.43 \$ | Y |
| Egypt | 2.186 \$ | 2.186 \$ | Y | | | | | Cyprus | 0.089 \$ | 0.358 \$ | Y |
| Estonia | 0.2284 \$ | 1.8673 \$ | Y | | | | | Czech Republic | 0.151 \$ | 0.139 \$ | Y |
| Fiji | 3.0515 \$ | 3.0515 \$ | Y | | | | | Denmark | 0.059 \$ | 0.178 \$ | Y |
| Finland | 0.256 \$ | 0.5858 \$ | Y | | | | | Dominica | 0.456 \$ | 0.456 \$ | Y |
| France | 0.089 \$ | 0.2516 \$ | Y | | | | | Dominican Republic | 0.098 \$ | 0.098 \$ | Y |
| Georgia | 0.2746 \$ | 0.2746 \$ | Y | | | | | Ecuador | 0.514 \$ | 0.957 \$ | Y |
| Germany | 0.0421 \$ | 0.5108 \$ | Y | | | | | Egypt | 0.424 \$ | 0.601 \$ | Y |
| Ghana | 0.7296 \$ | 0.7296 \$ | Y | | | | | El Salvador | 0.629 \$ | 1.005 \$ | Y |
| Greece | 0.061 \$ | 2.2268 \$ | Y | | | | | Equatorial Guinea | 2.2411 \$ | 2.2411 \$ | Y |
| Grenada | 1.0482 \$ | 1.0482 \$ | Y | | | | | Estonia | 0.934 \$ | 0.935 \$ | Y |
| Guam | 0.7752 \$ | 0.7752 \$ | Y | | | | | Fiji | 0.85 \$ | 0.85 \$ | Y |
| Guatemala | 1.5945 \$ | 1.5945 \$ | Y | | | | | Finland | 0.282 \$ | 0.84 \$ | Y |
| Honduras | 1.2757 \$ | 1.2757 \$ | Y | | | | | France | 0.043 \$ | 0.196 \$ | Y |
| Hong Kong | 0.1698 \$ | 0.1698 \$ | Y | | | | | Georgia | 0.321 \$ | 0.644 \$ | Y |
| Hungary | 0.1096 \$ | 0.3431 \$ | Y | | | | | Germany | 0.084 \$ | 0.206 \$ | Y |
| Iceland | 0.3198 \$ | 0.3198 \$ | Y | | | | | Ghana | 1.157 \$ | 1.157 \$ | Y |
| India | 0.4108 \$ | 0.4108 \$ | Y | | | | | Greece | 0.084 \$ | 0.144 \$ | Y |
| Indonesia | 1.1391 \$ | 1.1391 \$ | Y | | | | | Grenada | 0.456 \$ | 0.456 \$ | Y |
| Ireland | 0.1242 \$ | 2.9481 \$ | Y | | | | | Guam | 0.005 \$ | 0.005 \$ | Y |
| Israel | 0.1273 \$ | 0.1273 \$ | Y | | | | | Guatemala | 0.502 \$ | 0.67 \$ | Y |
| Italy | 0.1506 \$ | 0.7935 \$ | Y | | | | | Honduras | 0.523 \$ | 0.72 \$ | Y |
| Jamaica | 2.7324 \$ | 2.7324 \$ | Y | | | | | | | | |

Japan | 0.4041 \$ | 1.7309 \$ | Y
 Jordan | 1.4578 \$ | 2.0501 \$ | Y
 Kazakhstan | 1.3667 \$ | 1.3667 \$ | Y
 Kenya | 0.8208 \$ | 0.8208 \$ | Y
 Latvia | 0.716 \$ | 0.716 \$ | Y
 Lithuania | 0.4926 \$ | 0.4926 \$ | Y
 Luxembourg | 0.1475 \$ | 0.6918 \$ | Y
 Macau | 1.3667 \$ | 1.3667 \$ | Y
 Macedonia [FYROM] | 1.0027 \$ | 2.0501 \$ | Y
 Malaysia | 0.5929 \$ | 0.5929 \$ | Y
 Malta | 0.4475 \$ | 0.4475 \$ | Y
 Mauritius | 1.3667 \$ | 1.3667 \$ | Y
 Mexico | 0.1337 \$ | 0.1337 \$ | Y
 Monaco | 0.1478 \$ | 0.1478 \$ | Y
 Montserrat | 1.0482 \$ | 1.0482 \$ | Y
 Morocco | 2.7324 \$ | 2.7324 \$ | Y
 Nepal | 1.1846 \$ | 1.1846 \$ | Y
 Netherlands | 0.3431 \$ | 1.1391 \$ | Y
 New Zealand | 0.1333 \$ | 0.5991 \$ | Y
 Nicaragua | 1.9586 \$ | 2.8697 \$ | Y
 Nigeria | 2.0953 \$ | 2.0953 \$ | Y
 Northern Mariana Islands | 0.2284 \$ | 0.2284 \$ | Y
 Norway | 0.1177 \$ | 0.1177 \$ | Y
 Oman | 1.9586 \$ | 1.9586 \$ | Y
 Panama | 0.1118 \$ | 0.1118 \$ | Y
 Paraguay | 1.1846 \$ | 1.1846 \$ | Y
 Peru | 1.2757 \$ | 1.2757 \$ | Y
 Philippines | 0.8431 \$ | 1.1391 \$ | Y
 Poland | 0.5019 \$ | 0.5019 \$ | Y
 Portugal | 0.1526 \$ | 0.7245 \$ | Y
 Puerto Rico | 0.1891 \$ | 0.1891 \$ | Y
 Qatar | 1.0847 \$ | 1.0847 \$ | Y
 Romania | 0.2383 \$ | 0.5247 \$ | Y
 Russia | 0.5475 \$ | 0.5475 \$ | Y
 Saint Kitts and Nevis | 1.0482 \$ | 1.0482 \$ | Y
 Saudi Arabia | 0.957 \$ | 0.957 \$ | Y
 Serbia | 2.0953 \$ | 2.0953 \$ | Y
 Singapore | 0.1563 \$ | 0.1563 \$ | Y
 Slovakia | 0.4886 \$ | 1.5218 \$ | Y
 Slovenia | 0.2595 \$ | 0.6648 \$ | Y
 South Africa | 0.3198 \$ | 0.3198 \$ | Y
 South Korea | 0.1447 \$ | 0.1447 \$ | Y
 Spain | 0.0915 \$ | 1.2576 \$ | Y
 Sri Lanka | 1.2757 \$ | 1.2757 \$ | Y
 Sweden | 0.0607 \$ | 0.3736 \$ | Y
 Switzerland | 0.4269 \$ | 2.1273 \$ | Y
 Taiwan | 0.2746 \$ | 0.5929 \$ | Y
 Tanzania | 1.3214 \$ | 1.3214 \$ | Y
 Thailand | 1.3214 \$ | 1.3214 \$ | Y
 Trinidad and Tobago | 0.5475 \$ | 0.5475 \$ | Y
 Turkey | 0.1242 \$ | 0.1242 \$ | Y
 Turks and Caicos Islands | 1.0482 \$ | 1.0482 \$ | Y
 Uganda | 0.7752 \$ | 0.7752 \$ | Y
 Ukraine | 1.0482 \$ | 1.0482 \$ | Y
 United Arab Emirates | 0.9119 \$ | 0.9119 \$ | Y
 United Kingdom | 0.0856 \$ | 0.1698 \$ | Y
 United States | 0.074 \$ | 0.074 \$ | Y
 Uruguay | 1.2303 \$ | 1.2303 \$ | Y
 Uzbekistan | 5.5142 \$ | 5.5142 \$ | Y
 Venezuela | 1.1801 \$ | 1.1801 \$ | Y
 Vietnam | 1.0829 \$ | 1.0829 \$ | Y

Hong Kong | 0.075 \$ | 0.18 \$ | Y
 Hungary | 0.081 \$ | 0.242 \$ | Y
 Iceland | 0.096 \$ | 0.309 \$ | Y
 India | 0.132 \$ | 0.104 \$ | Y
 Indonesia | 0.204 \$ | 0.359 \$ | Y
 Ireland | 0.063 \$ | 0.395 \$ | Y
 Israel | 0.339 \$ | 0.301 \$ | Y
 Italy | 0.052 \$ | 0.216 \$ | Y
 Jamaica | 0.341 \$ | 0.341 \$ | Y
 Japan | 0.162 \$ | 0.42 \$ | Y
 Jordan | 0.489 \$ | 0.796 \$ | Y
 Kazakhstan | 0.087 \$ | 0.439 \$ | Y
 Kenya | 0.626 \$ | 0.646 \$ | Y
 Kuwait | 0.457 \$ | 0.457 \$ | Y
 Latvia | 0.414 \$ | 1.456 \$ | Y
 Lithuania | 0.639 \$ | 1.671 \$ | Y
 Luxembourg | 0.109 \$ | 0.773 \$ | Y
 Macau | 0.388 \$ | 0.388 \$ | Y
 Macedonia [FYROM] | 0.67 \$ | 1.676 \$ | Y
 Malaysia | 0.069 \$ | 0.116 \$ | Y
 Maldives | 4.758 \$ | 4.758 \$ | Y
 Malta | 0.10 \$ | 0.24 \$ | Y
 Mauritius | 0.407 \$ | 0.411 \$ | Y
 Mexico | 0.069 \$ | 0.23 \$ | Y
 Monaco | 0.294 \$ | 1.592 \$ | Y
 Montserrat | 1.091 \$ | 1.091 \$ | Y
 Morocco | 0.084 \$ | 1.676 \$ | Y
 Nepal | 0.49 \$ | 0.49 \$ | Y
 Netherlands | 0.062 \$ | 0.278 \$ | Y
 New Zealand | 0.068 \$ | 0.247 \$ | Y
 Nigeria | 0.315 \$ | 0.315 \$ | Y
 Norway | 0.064 \$ | 0.199 \$ | Y
 Oman | 0.544 \$ | 1.267 \$ | Y
 Pakistan | 0.557 \$ | 0.424 \$ | Y
 Panama | 0.18 \$ | 0.66 \$ | Y
 Paraguay | 0.18 \$ | 0.601 \$ | Y
 Peru | 0.107 \$ | 0.415 \$ | Y
 Philippines | 0.51 \$ | 0.774 \$ | Y
 Poland | 0.077 \$ | 0.294 \$ | Y
 Portugal | 0.068 \$ | 0.143 \$ | Y
 Puerto Rico | 0.043 \$ | 0.043 \$ | Y
 Qatar | 0.738 \$ | 0.919 \$ | Y
 Romania | 0.112 \$ | 0.312 \$ | Y
 Russia | 0.146 \$ | 0.752 \$ | Y
 Rwanda | 1.466 \$ | 1.432 \$ | Y
 Saint Kitts and Nevis | 0.683 \$ | 0.683 \$ | Y
 Saint Lucia | 0.456 \$ | 0.456 \$ | Y
 Saint Vincent and the Grenadines | 0.456 \$ | 0.456 \$ | Y
 Saudi Arabia | 0.592 \$ | 0.727 \$ | Y
 Singapore | 0.063 \$ | 0.063 \$ | Y
 Sint Maarten | 0.456 \$ | 0.456 \$ | Y
 Slovakia | 0.093 \$ | 0.676 \$ | Y
 Slovenia | 0.121 \$ | 0.339 \$ | Y
 South Africa | 0.101 \$ | 0.258 \$ | Y
 South Korea | 0.096 \$ | 0.132 \$ | Y
 Spain | 0.071 \$ | 0.235 \$ | Y
 Sri Lanka | 0.607 \$ | 0.607 \$ | Y
 Sweden | 0.071 \$ | 0.129 \$ | Y
 Switzerland | 0.348 \$ | 0.49 \$ | Y
 Taiwan | 0.101 \$ | 0.523 \$ | Y
 Tanzania | 1.382 \$ | 1.341 \$ | Y
 Thailand | 0.158 \$ | 0.158 \$ | Y
 Trinidad and Tobago | 0.319 \$ | 0.319 \$ | Y
 Turkey | 0.224 \$ | 0.769 \$ | Y
 Turks and Caicos Islands | 0.401 \$ | 0.401 \$ | Y
 U.S. Virgin Islands | 0.081 \$ | 0.081 \$ | Y
 Uganda | 1.531 \$ | 1.531 \$ | Y
 Ukraine | 0.546 \$ | 1.179 \$ | Y
 United Arab Emirates | 1.087 \$ | 1.087 \$ | Y
 United Kingdom | 0.059 \$ | 0.132 \$ | Y
 United States | 0.043 \$ | 0.043 \$ | Y
 Uruguay | 0.417 \$ | 1.875 \$ | Y
 Uzbekistan | 0.339 \$ | 0.782 \$ | Y
 Venezuela | 0.052 \$ | 0.167 \$ | Y
 Vietnam | 0.395 \$ | 0.395 \$ | Y

Zoom Phone Table Format: Country | Landline Rate | Mobile Rate | Enabled Status
Y means Zoom Phone for country is Enabled upon provisioning
N means Zoom Phone for country is Not Enabled upon provisioning

| Toll-Free | | | | Callout | | | |
|--|--|--|--|--|--|--|--|
| Country Landline Rate Mobile Rate Enabled Status | | | | Country Landline Rate Mobile Rate Enabled Status | | | |
| ARGENTINA 0.4097 \$ 0.4097 \$ Y | | | | AFGHANISTAN 0.3124 \$ 0.3766 \$ Y | | | |
| AUSTRALIA 0.0446 \$ 0.0482 \$ Y | | | | ALBANIA 0.2534 \$ 0.7026 \$ Y | | | |
| AUSTRIA 0.1989 \$ 0.8635 \$ Y | | | | ALGERIA 0.3773 \$ 2.1167 \$ Y | | | |
| BRAZIL 0.2663 \$ 0.9559 \$ Y | | | | AMERICAN SAMOA 0.3267 \$ 0.3267 \$ Y | | | |
| CANADA 0.0376 \$ 0.0376 \$ Y | | | | ANDORRA 0.1589 \$ 0.348 \$ Y | | | |
| CROATIA 0.1671 \$ 0.9036 \$ Y | | | | ANGOLA 0.6882 \$ 0.5871 \$ Y | | | |
| CYPRUS 0.0651 \$ 0.112 \$ Y | | | | ANGUILLA 1.0442 \$ 1.0442 \$ Y | | | |
| CZECHIA 0.1083 \$ 0.1083 \$ Y | | | | ANTIGUA AND BARBUDA 1.0218 \$ 1.0486 \$ Y | | | |
| DENMARK 0.0574 \$ 1.6679 \$ Y | | | | ARGENTINA 0.1156 \$ 0.5623 \$ Y | | | |
| FINLAND 0.2549 \$ 0.5845 \$ Y | | | | ARMENIA 0.3098 \$ 0.3455 \$ Y | | | |
| GREECE 0.0596 \$ 2.225 \$ Y | | | | ARUBA 0.1557 \$ 0.3294 \$ Y | | | |
| HUNGARY 0.1083 \$ 0.3419 \$ Y | | | | ASCENSION ISLAND 1.8943 \$ 1.065 \$ Y | | | |
| IRELAND 0.1307 \$ 0.8823 \$ Y | | | | AUSTRALIA 0.0443 \$ 0.182 \$ Y | | | |
| ISRAEL 0.1261 \$ 0.1261 \$ Y | | | | AUSTRIA 0.0501 \$ 0.23 \$ Y | | | |
| LATVIA 0.7147 \$ 0.7147 \$ Y | | | | AZERBAIJAN 0.434 \$ 0.5256 \$ Y | | | |
| LITHUANIA 0.4916 \$ 0.4916 \$ Y | | | | BAHAMAS 0.6278 \$ 0.6278 \$ Y | | | |
| LUXEMBOURG 0.1461 \$ 0.6905 \$ Y | | | | BAHRAIN 0.4356 \$ 0.5154 \$ Y | | | |
| MEXICO 0.1325 \$ 0.1325 \$ Y | | | | BANGLADESH 0.1703 \$ 0.1697 \$ Y | | | |
| NETHERLANDS 0.3419 \$ 1.138 \$ Y | | | | BARBADOS 0.972 \$ 1.0238 \$ Y | | | |
| NEW ZEALAND 0.0629 \$ 0.4557 \$ Y | | | | BELARUS 0.6629 \$ 0.6641 \$ Y | | | |
| POLAND 0.5007 \$ 0.5007 \$ Y | | | | BELGIUM 0.308 \$ 0.5272 \$ Y | | | |
| ROMANIA 0.2367 \$ 0.5235 \$ Y | | | | BELIZE 1.533 \$ 1.533 \$ Y | | | |
| SLOVAKIA 0.4871 \$ 1.5204 \$ Y | | | | BENIN 0.602 \$ 0.5223 \$ Y | | | |
| SLOVENIA 0.2581 \$ 0.6637 \$ Y | | | | BERMUDA 0.3216 \$ 0.3216 \$ Y | | | |
| SPAIN 0.0901 \$ 1.2564 \$ Y | | | | BHUTAN 0.1257 \$ 0.1025 \$ Y | | | |
| SWEDEN 0.0592 \$ 0.3719 \$ Y | | | | BOLIVIA (PLURINATIONAL STATE OF) 0.5155 \$ 0.8003 \$ Y | | | |
| SWITZERLAND 0.4252 \$ 2.1258 \$ Y | | | | BOSNIA AND HERZEGOVINA 0.6177 \$ 1.313 \$ Y | | | |
| UNITED KINGDOM 0.0376 \$ 0.0376 \$ Y | | | | BOTSWANA 0.436 \$ 0.9398 \$ Y | | | |
| UNITED STATES OF AMERICA 0.0376 \$ 0.0376 \$ Y | | | | BRAZIL 0.0524 \$ 0.2582 \$ Y | | | |
| | | | | BRUNEI DARUSSALAM 0.1424 \$ 0.0558 \$ Y | | | |
| | | | | BULGARIA 0.1186 \$ 0.8406 \$ Y | | | |
| | | | | BURKINA FASO 0.5944 \$ 0.6532 \$ Y | | | |
| | | | | BURUNDI 0.788 \$ 0.8907 \$ Y | | | |
| | | | | CABO VERDE 0.5317 \$ 0.3612 \$ Y | | | |
| | | | | CAMBODIA 0.3497 \$ 0.3497 \$ Y | | | |
| | | | | CAMEROON 0.4107 \$ 0.5179 \$ Y | | | |
| | | | | CANADA 0.0355 \$ 0.0355 \$ Y | | | |
| | | | | CAYMAN ISLANDS 0.7259 \$ 0.4934 \$ Y | | | |
| | | | | CENTRAL AFRICAN REPUBLIC 1.0972 \$ 0.8121 \$ Y | | | |
| | | | | CHAD 0.83 \$ 0.8565 \$ Y | | | |
| | | | | CHILE 0.1132 \$ 0.5309 \$ Y | | | |
| | | | | CHINA 0.0395 \$ 0.0395 \$ Y | | | |
| | | | | COLOMBIA 0.117 \$ 0.1003 \$ Y | | | |
| | | | | COMOROS 0.6617 \$ 0.7148 \$ Y | | | |
| | | | | CONGO, DEMOCRATIC REPUBLIC OF THE 0.867 \$ 0.7109 \$ Y | | | |
| | | | | COOK ISLANDS 1.5994 \$ 1.3205 \$ Y | | | |
| | | | | COSTA RICA 0.1231 \$ 0.3139 \$ Y | | | |
| | | | | COTE D'IVOIRE 0.67 \$ 0.7129 \$ Y | | | |
| | | | | CROATIA 0.458 \$ 1.251 \$ Y | | | |
| | | | | CYPRUS 0.0953 \$ 0.2861 \$ Y | | | |
| | | | | CZECHIA 0.113 \$ 0.2348 \$ Y | | | |
| | | | | DENMARK 0.0327 \$ 0.1404 \$ Y | | | |
| | | | | DIEGO GARCIA 0.435 \$ 0.435 \$ Y | | | |
| | | | | DJIBOUTI 0.7215 \$ 0.5718 \$ Y | | | |
| | | | | DOMINICA 1.0227 \$ 0.7727 \$ Y | | | |
| | | | | DOMINICAN REPUBLIC 0.1716 \$ 0.3824 \$ Y | | | |
| | | | | ECUADOR 0.5392 \$ 0.7572 \$ Y | | | |
| | | | | EGYPT 0.4326 \$ 0.6226 \$ Y | | | |
| | | | | EL SALVADOR 0.8294 \$ 0.6228 \$ Y | | | |
| | | | | EQUATORIAL GUINEA 2.7398 \$ 2.7398 \$ Y | | | |
| | | | | ERITREA 0.7029 \$ 0.4078 \$ Y | | | |
| | | | | ESTONIA 2.1381 \$ 2.0891 \$ Y | | | |
| | | | | ESWATINI 0.2293 \$ 0.2666 \$ Y | | | |
| | | | | ETHIOPIA 0.4027 \$ 0.3803 \$ Y | | | |
| | | | | FALKLAND ISLANDS (MALVINAS) 1.9702 \$ 1.9702 \$ Y | | | |
| | | | | FAROE ISLANDS 0.1524 \$ 0.0288 \$ Y | | | |
| | | | | FIJI 1.5038 \$ 0.7631 \$ Y | | | |
| | | | | FINLAND 0.8584 \$ 0.864 \$ Y | | | |
| | | | | FRANCE 0.0329 \$ 0.126 \$ Y | | | |
| | | | | FRENCH GUIANA 0.2043 \$ 0.1204 \$ Y | | | |
| | | | | FRENCH POLYNESIA 0.411 \$ 0.5337 \$ Y | | | |
| | | | | FRENCH SOUTHERN TERRITORIES 0.023 \$ 0.1601 \$ Y | | | |
| | | | | GABON 0.6246 \$ 0.6921 \$ Y | | | |
| | | | | GAMBIA 0.6642 \$ 0.801 \$ Y | | | |

GEORGIA | 0.8426 \$ | 1.1833 \$ | Y
 GERMANY | 0.0353 \$ | 0.1434 \$ | Y
 GHANA | 1.1366 \$ | 1.1366 \$ | Y
 GIBRALTAR | 0.2334 \$ | 0.9396 \$ | Y
 GREECE | 0.0911 \$ | 0.3357 \$ | Y
 GREENLAND | 1.125 \$ | 0.3228 \$ | Y
 GRENADA | 1.0196 \$ | 1.2758 \$ | Y
 GUADELOUPE | 0.0265 \$ | 0.1017 \$ | Y
 GUAM | 0.0409 \$ | 0.0409 \$ | Y
 GUATEMALA | 0.625 \$ | 0.7812 \$ | Y
 GUERNSEY | 0.0233 \$ | 0.0682 \$ | Y
 GUINEA | 1.1618 \$ | 0.9137 \$ | Y
 GUINEA-BISSAU | 0.8951 \$ | 0.9941 \$ | Y
 GUYANA | 0.333 \$ | 0.3282 \$ | Y
 HAITI | 0.3532 \$ | 0.4437 \$ | Y
 HONDURAS | 0.1846 \$ | 0.2305 \$ | Y
 HONG KONG SAR | 0.0863 \$ | 0.1333 \$ | Y
 HUNGARY | 0.1209 \$ | 0.2156 \$ | Y
 ICELAND | 0.2305 \$ | 0.1054 \$ | Y
 INDIA | 0.0915 \$ | 0.0837 \$ | Y
 INDONESIA | 0.1486 \$ | 0.2407 \$ | Y
 IRAQ | 0.2409 \$ | 0.2955 \$ | Y
 IRELAND | 0.0256 \$ | 0.1784 \$ | Y
 ISLE OF MAN | 0.0233 \$ | 0.0682 \$ | Y
 ISRAEL | 0.0639 \$ | 0.1161 \$ | Y
 ITALY | 0.0338 \$ | 0.2172 \$ | Y
 JAMAICA | 1.0442 \$ | 1.0442 \$ | Y
 JAPAN | 0.0601 \$ | 0.137 \$ | Y
 JERSEY | 0.0233 \$ | 0.0682 \$ | Y
 JORDAN | 0.6552 \$ | 0.8567 \$ | Y
 KAZAKHSTAN | 0.3587 \$ | 0.6853 \$ | Y
 KENYA | 0.9342 \$ | 0.7235 \$ | Y
 KIRIBATI | 1.9284 \$ | 2.1749 \$ | Y
 KOREA, REPUBLIC OF | 0.1029 \$ | 0.1029 \$ | Y
 KUWAIT | 0.3625 \$ | 0.3625 \$ | Y
 KYRGYZSTAN | 0.2141 \$ | 0.3367 \$ | Y
 LAO PEOPLE'S DEMOCRATIC REPUBLIC | 0.2884 \$ | 0.1503 \$ | Y
 LATVIA | 2.1202 \$ | 2.4842 \$ | Y
 LEBANON | 0.1964 \$ | 0.2401 \$ | Y
 LESOTHO | 0.7845 \$ | 1.153 \$ | Y
 LIBERIA | 0.7744 \$ | 0.7668 \$ | Y
 LIBYA | 0.6169 \$ | 0.4497 \$ | Y
 LIECHTENSTEIN | 0.4236 \$ | 0.213 \$ | Y
 LITHUANIA | 1.8394 \$ | 1.479 \$ | Y
 LUXEMBOURG | 0.3562 \$ | 0.3832 \$ | Y
 MACAU SAR | 0.4726 \$ | 0.4726 \$ | Y
 MADAGASCAR | 1.0043 \$ | 1.0901 \$ | Y
 MALAWI | 0.7964 \$ | 0.677 \$ | Y
 MALAYSIA | 0.1001 \$ | 0.0918 \$ | Y
 MALDIVES | 5.702 \$ | 5.702 \$ | Y
 MALI | 0.5561 \$ | 0.6258 \$ | Y
 MALTA | 0.3331 \$ | 0.6612 \$ | Y
 MARSHALL ISLANDS | 0.4046 \$ | 0.4046 \$ | Y
 MARTINIQUE | 0.0465 \$ | 0.1033 \$ | Y
 MAURITANIA | 0.8688 \$ | 1.0065 \$ | Y
 MAURITIUS | 0.717 \$ | 0.6363 \$ | Y
 MAYOTTE | 0.2471 \$ | 0.4199 \$ | Y
 MEXICO | 0.0501 \$ | 0.1711 \$ | Y
 MICRONESIA (FEDERATED STATES OF) | 0.8686 \$ | 0.8308 \$ | Y
 MOLDOVA, REPUBLIC OF | 0.4672 \$ | 0.4992 \$ | Y
 MONACO | 0.8023 \$ | 2.1247 \$ | Y
 MONGOLIA | 0.0699 \$ | 0.05 \$ | Y
 MONTENEGRO | 0.3536 \$ | 0.8558 \$ | Y
 MONTSERRAT | 1.2006 \$ | 1.2006 \$ | Y
 MOROCCO | 0.5183 \$ | 2.132 \$ | Y
 MOZAMBIQUE | 0.2722 \$ | 0.4588 \$ | Y
 MYANMAR | 0.2574 \$ | 0.355 \$ | Y
 NAMIBIA | 0.2139 \$ | 0.1839 \$ | Y
 NAURU | 1.8562 \$ | 2.026 \$ | Y
 NEPAL | 0.5329 \$ | 0.5329 \$ | Y
 NETHERLANDS | 0.0913 \$ | 0.4453 \$ | Y
 NETHERLANDS ANTILLES | 0.1956 \$ | 0.15 \$ | Y
 NEW CALEDONIA | 0.975 \$ | 0.4491 \$ | Y
 NEW ZEALAND | 0.0567 \$ | 0.2556 \$ | Y
 NICARAGUA | 0.1902 \$ | 0.3507 \$ | Y
 NIGER | 0.7102 \$ | 0.5895 \$ | Y
 NIGERIA | 0.6428 \$ | 0.6428 \$ | Y
 NIUE | 1.7966 \$ | 1.3181 \$ | Y
 NORFOLK ISLAND | 2.1209 \$ | 1.065 \$ | Y
 NORTH MACEDONIA | 0.6601 \$ | 1.5052 \$ | Y

NORTHERN MARIANA ISLANDS | 0.0343 \$ | 0.0343 \$ | Y
 NORWAY | 0.0338 \$ | 0.1522 \$ | Y
 OMAN | 0.5335 \$ | 1.1352 \$ | Y
 PAKISTAN | 0.5737 \$ | 0.5737 \$ | Y
 PALAU | 0.4532 \$ | 0.4417 \$ | Y
 PALESTINE, STATE OF | 0.2667 \$ | 0.3118 \$ | Y
 PANAMA | 0.0485 \$ | 0.994 \$ | Y
 PAPUA NEW GUINEA | 0.9428 \$ | 1.3329 \$ | Y
 PARAGUAY | 0.1531 \$ | 0.2971 \$ | Y
 PERU | 0.0487 \$ | 0.1476 \$ | Y
 PHILIPPINES | 0.5808 \$ | 0.7074 \$ | Y
 POLAND | 0.137 \$ | 0.3728 \$ | Y
 PORTUGAL | 0.026 \$ | 0.1545 \$ | Y
 PUERTO RICO | 0.0242 \$ | 0.0242 \$ | Y
 QATAR | 0.8432 \$ | 0.8784 \$ | Y
 ROMANIA | 0.0812 \$ | 0.2815 \$ | Y
 RUSSIAN FEDERATION | 0.1054 \$ | 0.8892 \$ | Y
 RWANDA | 1.103 \$ | 1.2498 \$ | Y
 SAINT HELENA, ASCENSION AND TRISTAN DA CUNHA |
 2.4267 \$ | 2.3385 \$ | Y
 SAINT KITTS AND NEVIS | 0.9292 \$ | 0.9292 \$ | Y
 SAINT LUCIA | 0.9581 \$ | 0.5276 \$ | Y
 SAINT PIERRE AND MIQUELON | 0.5816 \$ | 0.5816 \$ | Y
 SAINT VINCENT AND THE GRENADINES | 0.9717 \$ | 0.5279 \$ |
 Y
 SAMOA | 0.3329 \$ | 0.9589 \$ | Y
 SAN MARINO | 0.8929 \$ | 0.3148 \$ | Y
 SAO TOME AND PRINCIPE | 1.5976 \$ | 1.574 \$ | Y
 SAUDI ARABIA | 0.3749 \$ | 0.5608 \$ | Y
 SENEGAL | 0.7273 \$ | 0.8951 \$ | Y
 SERBIA | 0.2929 \$ | 0.4437 \$ | Y
 SEYCHELLES | 1.1088 \$ | 1.0784 \$ | Y
 SIERRA LEONE | 0.8439 \$ | 0.7772 \$ | Y
 SINGAPORE | 0.0329 \$ | 0.0335 \$ | Y
 SINT MAARTEN (DUTCH PART) | 0.4137 \$ | 0.4678 \$ | Y
 SLOVAKIA | 0.0701 \$ | 0.4768 \$ | Y
 SLOVENIA | 0.1855 \$ | 1.1228 \$ | Y
 SOLOMON ISLANDS | 0.975 \$ | 1.9255 \$ | Y
 SOMALIA | 0.7888 \$ | 0.7763 \$ | Y
 SOUTH AFRICA | 0.3844 \$ | 0.6876 \$ | Y
 SOUTH SUDAN | 0.6542 \$ | 0.7173 \$ | Y
 SPAIN | 0.0381 \$ | 0.1832 \$ | Y
 SRI LANKA | 0.6953 \$ | 0.6953 \$ | Y
 SURINAME | 0.1996 \$ | 0.4533 \$ | Y
 SWEDEN | 0.0234 \$ | 0.0956 \$ | Y
 SWITZERLAND | 0.3694 \$ | 0.7011 \$ | Y
 TAIWAN, CHINA | 0.0741 \$ | 0.4129 \$ | Y
 TAJIKISTAN | 0.2603 \$ | 0.2817 \$ | Y
 TANZANIA, UNITED REPUBLIC OF | 1.6103 \$ | 1.6103 \$ | Y
 THAILAND | 0.1271 \$ | 0.1271 \$ | Y
 TIMOR-LESTE | 0.975 \$ | 0.9269 \$ | Y
 TOGO | 0.5079 \$ | 0.4711 \$ | Y
 TOKELAU | 0.975 \$ | 2.4545 \$ | Y
 TONGA | 1.4663 \$ | 1.513 \$ | Y
 TRINIDAD AND TOBAGO | 0.5075 \$ | 0.6433 \$ | Y
 TUNISIA | 1.2254 \$ | 1.2586 \$ | Y
 TURKEY | 0.2271 \$ | 0.5803 \$ | Y
 TURKMENISTAN | 0.435 \$ | 0.435 \$ | Y
 TURKS AND CAICOS ISLANDS | 1.411 \$ | 1.6546 \$ | Y
 UGANDA | 1.6086 \$ | 1.6086 \$ | Y
 UKRAINE | 0.5868 \$ | 1.0755 \$ | Y
 UNITED ARAB EMIRATES | 0.6535 \$ | 0.6535 \$ | Y
 UNITED KINGDOM | 0.0233 \$ | 0.0682 \$ | Y
 UNITED STATES MINOR OUTLYING ISLANDS | 0.0343 \$ |
 0.0343 \$ | Y
 UNITED STATES OF AMERICA | 0.0318 \$ | 0.0318 \$ | Y
 URUGUAY | 0.2285 \$ | 0.8432 \$ | Y
 UZBEKISTAN | 0.3047 \$ | 0.3047 \$ | Y
 VANUATU | 1.326 \$ | 1.4891 \$ | Y
 VENEZUELA (BOLIVARIAN REPUBLIC OF) | 0.0518 \$ | 0.2809 \$ |
 Y
 VIET NAM | 0.3142 \$ | 0.3142 \$ | Y
 VIRGIN ISLANDS (BRITISH) | 0.4557 \$ | 0.4557 \$ | Y
 VIRGIN ISLANDS (U.S.) | 0.9646 \$ | 1.5308 \$ | Y
 WALLIS AND FUTUNA | 0.975 \$ | 0.975 \$ | Y
 YEMEN | 0.2885 \$ | 0.2296 \$ | Y
 ZAMBIA | 0.747 \$ | 0.7075 \$ | Y
 ZIMBABWE | 0.3413 \$ | 0.6389 \$ | Y

| |
|--|
| Signature: |
| Print Name: |
| Date: |
| Zoom Service Effective Date: 07/01/2022 |
| PO # (If Applicable): |
| VAT # (If Applicable): |

The Services will be activated within 48 hours of order signature or Zoom Service Effective Date, whichever is later.

If a PO# is required for processing the invoice related to this order, please provide a PO with this order. If issuance of PO is delayed, please provide a PO within 5 days of the service effective date via email to purchase-orders@zoomus.zendesk.com. Notwithstanding the foregoing, the period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any procurement process.

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Allen Cress
DATE: 07/18/2022
SUBJECT: Emergency Services Fee Schedule Update

The attached is the updated Emergency Services Fee Schedule Changes. This schedule was inadvertently left off the schedule 3 in the proposed budget book. Per an email sent by James Howden on June 20, 2022, "The overall revenue increase is included in the recommended revenue..."; therefore, the budget ordinance should remain unchanged.

Attached is the Emergency Services Fee Schedule Changes for FY23 Budget

Board of Commissioners approve the updated Emergency Services Fee Schedule Changes for the FY23 Budget.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| fee schedule | 7/13/2022 | Cover Memo |

ROWAN COUNTY

CHANGES TO EXISTING FEES AND/OR CHARGES

2023 Budget Year

Department: Emergency Services

A listing of all budget requests to change fees and service charges should be included with your revenue budget documents. In addition to key pieces of information on each item collected, where possible, comparative information should be collected for similar fees collected in neighboring counties. A copy of this spreadsheet should be included with your budget submission.

[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: Anna Bumgarner and Sheriff Auten
DATE: 07/18/2022
SUBJECT: Purchase of 2 Vans for Inmate Transportation

The Sheriff's Office placed an order for 2 Ford Vans to be used for inmate transportation in FY22. They were notified that this order was canceled. We have been notified by the dealer that the order bank is now open to re-order these vans. Of course the cost has increased but they are still available to purchase through NC Sheriff's Association Contract which is an allowable exception to bidding laws under NC GS 143-129(e) (3). The total cost for 2 vans is \$103,357.20.

Attached is quote, NC Sheriff Association documentation and Budget Amendment

Approval for Rowan County Sheriff's Office to purchase two (2) Ford Vans from Piedmont Trucks for a total cost not to exceed \$103,357.20 plus tax and tag fees.

AND

Approve Budget Amendment.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| quote | 7/7/2022 | Cover Memo |
| budget amendment | 7/11/2022 | Cover Memo |



PIEDMONT TRUCKS

2021-2022 NORTH CAROLINA SHERIFF'S ASSOCIATION Vehicle Motorcycle Procurement

OPTIONS LIST Transit 350 Cargo Van

BID NO. 22-08-0913



STANDARD ITEMS

9,500lb GVWR, Exterior Color: Oxford White, XL Trim Package, 3.5L V6 gasoline engine (Flex Fuel capable), 10 speed automatic transmission, air conditioning (front only), Power windows, door locks, mirrors, tilt steering wheel, Spare tire/wheel, (2) keys, interior dome lights, rear view camera, Vinyl seats, vinyl flooring (front only), sliding side passenger cargo doors, AM/FM stereo, Bluetooth, Dual USB ports and a 4.0" multi-function display

| CARGO VAN CONFIGURATIONS | | BODY CODE | | BASE BID PRICE |
|---|--|-----------|------------|--------------------------|
| 2023 Ford Transit 350 low roof 130"wb cargo | | W1Y-101A | Item 284 | \$40,743.00 |
| | | OPTION | MSRP | NCSA PRICING 6% Discount |
| CAB CONFIGURATION | | | | |
| 148"WB-LOW ROOF & MEDIUM ROOF ONLY | | 148WB | \$2,930.00 | \$2,754.20 |
| POWERTRAIN | | | | |
| 3.5L EcoBoost V6 | | 99G | \$1,775.00 | \$1,668.50 |
| SEATS & SEAT TRIM | | | | |
| Dark Palazzo Gray Vinyl Bucket Seats w/Armrests - Includes 2-way manual driver seat and 2-way manual passenger seat | | 21P | \$45.00 | \$42.30 |
| OTHER OPTIONS | | | | |
| Cruise Control w/Adjustable Spd Limiting Device (ASLD) | | 60C | \$325.00 | \$305.50 |
| Dual AGM Batteries (70 Amp-hr Each) | | 63E | \$295.00 | \$277.30 |
| 2 Additional Keys (4 Total) | | 86F | \$75.00 | \$70.50 |
| Reverse Sensing System | | 43R | \$295.00 | \$277.30 |
| EXTERIOR COLOR OPTIONS - Additional charge | | | | |
| Ingot Silver - Metallic | | UX | | \$188.00 |

UPFIT OPTIONS

| | | | |
|--|--------|--|------------|
| Blue/White Light package-includes Federal Signal Blue/White 24 LED Dual Color Light head - (8) lights total, (2) mounted front grille, (2) front side area, (2) rear side area, (2) rear doors, Federal Signal PA640 Siren System 100 Watt Programmable Slide switch & Light Controller, Havis 18" console with side mount arm rest, internal cup holder, deep accessory pocket, Mic Clip & mounting bracket | BWLP-C | | \$5,352.00 |
|--|--------|--|------------|

| | | |
|-------------------------------|----------------|--------------|
| Total for cargo van & options | Date: 6.9.2022 | \$51,678.60 |
| quote#RCSW1Y148-6922 | | x2 units |
| Updated for PO 22000127 | | \$103,357.20 |

Rowan County - Sheriff's Office
 Master Deputy Davis
 704.202.2146cell james.davis@rowancountync.gov

Bid Award**Contract:** 22-08-0913, Vehicle and Motorcycle Procurement**Group:** Vans - Cargo and Passenger**Item:** 284, Ford, Transit T-350 130" WB Low Roof Cargo Van - RWD, W1Y**Description:** Manufacturer's standard base model specifications and current model year for model/model number listed.**Model Upgrade/Downgrade:** The mandatory minimum 6% discount only applies to factory options, not the model upgrades/downgrades. The following models are a model upgrade/downgrade to the base model for this line item. Please refer to the option sheet for pricing: Model W2Y: T-350 130" WB Low Roof Cargo Van - AWD.

| Zone | Rank | Vendor | Price | Percent (Taken off MSRP for options) | Build File | Options File |
|------------------|-----------|--|-------------|--|---------------|-----------------|
| Appalachia | Primary | Piedmont Truck | \$40,744.79 | 6.00% | Build | Options |
| | Alternate | Center Parks Ford | \$40,833.39 | 6.00% | Build | Options |
| * Dogwood | Primary | Piedmont Truck | \$40,744.79 | 6.00% | Build | Options |
| | Alternate | Center Parks Ford | \$40,947.63 | 6.00% | Build | Options |
| Cardinal | Primary | Piedmont Truck | \$40,744.79 | 6.00% | Build | Options |
| | Alternate | Center Parks Ford | \$40,911.93 | 6.00% | Build | Options |
| Longleaf Pine | Primary | Hall Automotive, | \$28,682.00 | 6.00% | Build | Options |
| | Alternate | LLC Piedmont Truck Center | \$40,744.79 | 6.00% | Build | Options |
| No Delivery | Primary | Hall Automotive, | \$28,482.00 | 6.00% | Build | Options |
| | Alternate | LLC | \$40,744.79 | 6.00% | Build | Options |
| | Alternate | Piedmont Truck Center Parks Ford | \$40,833.39 | 6.00% | Build | Options |



PIEDMONT TRUCKS



2021-2022 NORTH CAROLINA SHERIFF'S ASSOCIATION Vehicle Motorcycle Procurement

OPTIONS LIST Transit 350 Cargo Van

BID NO. 22-08-0913

STANDARD ITEMS

9,500lb GVWR, Exterior Color: Oxford White, XL Trim Package, 3.5L V6 gasoline engine (Flex Fuel capable), 10 speed automatic transmission, air conditioning (front only), Power windows, door locks, mirrors, tilt steering wheel, Spare tire/wheel, (2) keys, interior dome lights, rear view camera, Vinyl seats, vinyl flooring (front only), sliding side passenger cargo doors, AM/FM stereo, Bluetooth, Dual USB ports and a 4.0" multi-function display

| CARGO VAN CONFIGURATIONS | BODY CODE | | BASE BID PRICE |
|--|-----------|----------|----------------|
| 2023 Ford Transit 350 low roof 130"wb cargo | W1Y-101A | Item 284 | \$40,744.79 |
| 2023 Ford Transit 350 low roof 130"wb cargo-AWD | W2Y-101A | Item 284 | \$45,013.00 |
| 2023 Ford Transit 350 Medium roof 130"wb cargo | W9C-101A | Item 284 | \$41,691.00 |
| 2023 Ford Transit 350 Medium roof 130"wb cargo-AWD | W2C-101A | Item 284 | \$45,965.00 |
| 2023 Ford Transit 350 High roof 148"wb cargo * | W1X-101A | Item 284 | \$44,809.00 |
| 2023 Ford Transit 350 High roof 148"wb cargo-AWD | W2X-101A | Item 284 | \$49,077.00 |
| 2023 Ford Transit 350 High roof 148"wb EL cargo | W3X-101A | Item 284 | \$45,917.00 |
| 2023 Ford Transit 350 High roof 148"wb EL cargo-AWD | W3U-101A | Item 284 | \$50,187.00 |
| 2023 Ford Transit 350 High roof 148"wb EL DRW cargo-9950 GVWR | F4X-101A | Item 284 | \$46,459.00 |
| 2023 Ford Transit 350 High roof 148"wb EL DRW cargo-9950 GVWR-AWD | F4U-101A | Item 284 | \$51,083.00 |
| 2023 Ford Transit 350 High roof 148"wb EL DRW cargo-10360 GVWR | S4X-101A | Item 284 | \$46,777.00 |
| 2023 Ford Transit 350 High roof 148"wb EL DRW cargo-10360 GVWR-AWD | S4U-101A | Item 284 | \$52,955.00 |

| | OPTION | MSRP | NCSA PRICING 6% Discount |
|------------------------|--------|------------|--------------------------|
| POWERTRAIN | | | |
| 3.5L EcoBoost V6 | 99G * | \$1,775.00 | \$1,668.50 |
| 3.31 Limited-Slip Axle | X3L | \$325.00 | \$305.50 |
| 3.73 Limited Slip Axle | X7L | \$325.00 | \$305.50 |
| 4.10 Limited-Slip Axle | X4L | \$325.00 | \$305.50 |
| Heavy-Duty Front Axle | 41E | \$315.00 | \$296.10 |

| | | | |
|--|-----|------------|----------|
| WHEELS/TIRES | | | |
| Wheels: 16" Steel w/Full Silver Cover | 64H | \$35.00 | \$32.90 |
| Wheels: 16" Silver Aluminum Alloy | 647 | \$395.00 | \$371.30 |
| Wheels: 16" Black Aluminum Alloy | 644 | \$525.00 | \$493.50 |
| Wheels: 16" Sparkle Silver Alloy | 64K | \$1,050.00 | \$987.00 |
| Wheels: 16" Matte Black Alloy | 64G | \$1,050.00 | \$987.00 |
| Wheels: 16" White Steel w/Black Hubcap | 64C | \$35.00 | \$32.90 |

| | | | |
|---|-------|----------|----------|
| SEATS & SEAT TRIM | | | |
| Dark Palazzo Gray Cloth Bucket Seats w/Armrests - Includes 2-way manual driver seat with lumbar and 2-way manual passenger seat | 21L | \$115.00 | \$108.10 |
| Ebony Cloth Bucket Seats - Includes 2-way manual driver seat with lumbar, 2-way manual passenger seat and driver and passenger armrest. | 21M | \$115.00 | \$108.10 |
| Dark Palazzo Gray Vinyl Bucket Seats w/Armrests - Includes 2-way manual driver seat and 2-way manual passenger seat | 21P * | \$45.00 | \$42.30 |
| Dark Palazzo Gray Cloth Heated Bucket Seats-Includes 10-way power driver seat with lumbar, 10-way power passenger seat with lumbar and driver and passenger armrest | 21Q | \$990.00 | \$930.60 |

| | | | |
|---|-----|------------|------------|
| Ebony Cloth Heated Bucket Seats - Includes 10-way power driver seat with lumbar, 10-way power passenger seat with lumbar and driver and passenger armrest | 21R | \$990.00 | \$930.60 |
| 2021-2022 NORTH CAROLINA SHERIFF'S ASSOCIATION Vehicle | | | |
| Ebony Leather Heated Bucket Seats-Includes 10-way power driver seat with lumbar, 10-way power passenger seat with lumbar and driver and passenger armrest | 21S | \$1,160.00 | \$1,090.40 |
| Dark Palazzo Gray Cloth Swivel Bucket Seats Includes 4-way manual driver seat with lumbar, 4-way manual passenger seat and driver and passenger armrest | 21T | \$1,385.00 | \$1,301.90 |
| Dark Palazzo Gray Vinyl Dr Bucket & Dual Pass Seats | 213 | \$560.00 | \$526.40 |
| Ebony Cloth Driver Bucket & Dual Passenger Seats | 217 | \$650.00 | \$611.00 |
| Dark Palazzo Gray Cloth Bucket Seats - Deletes driver armrest. Includes 2-way manual driver seat and 2-way manual passenger seat | 219 | \$0.00 | \$0.00 |

OTHER OPTIONS

| | | | |
|--|-------|------------|------------|
| Body Colored Front Bumper | 53G | \$250.00 | \$235.00 |
| 50/50 Hinged Rear Door, 253-degree Opening Only available on Long and Extended Length configurations | 18P | \$75.00 | \$70.50 |
| Chrome High-Intensity Discharge (HID) Headlamps-Includes LED signature surround. HID headlamps emit a brighter, more natural light than halogen headlamps, which can help improve visibility | 91A | \$455.00 | \$427.70 |
| Black High-Intensity Discharge (HID) Headlamps-Includes LED signature surround. HID headlamps emit a brighter, more natural light than halogen headlamps, which can help improve visibility | 91C | \$455.00 | \$427.70 |
| AutoLamp | 91B | \$30.00 | \$32.90 |
| Front Fog Lamps | 55D | \$105.00 | \$98.70 |
| Short-Arm Manual-Folding Heated Pwr Adjusting Mirrors | 545 | \$160.00 | \$150.40 |
| Long-Arm Manual-Folding Power Adjusting Mirrors | 543 | \$65.00 | \$61.10 |
| Long-Arm Manual-Folding Heated Pwr Adjusting Mirrors | 544 | \$220.00 | \$206.80 |
| Running Boards | 68H | \$310.00 | \$291.40 |
| Power Running Boards | 68L | \$940.00 | \$883.60 |
| Extended Length Running Boards | 68J | \$655.00 | \$615.70 |
| Tow/Haul Mode w/Trailer Wiring Provisions | 53D | \$295.00 | \$277.30 |
| Trailer Brake Controller - requires Cruise Control (60C) & Heavy Duty Trailer Tow Package (53B) | 67D | \$405.00 | \$380.70 |
| Heavy-Duty Trailer Tow Package | 53B | \$485.00 | \$455.90 |
| Fixed Rear Cargo Door Glass | 17A | \$250.00 | \$235.00 |
| Fixed Rear & PassengerSide Cargo Door Glass | 17B | \$425.00 | \$399.50 |
| Fixed Windows-All-Around | 17F | \$625.00 | \$587.50 |
| Privacy Glass | 92E | \$500.00 | \$470.00 |
| Cruise Control w/Adjustable Spd Limiting Device (ASLD) | 60C ✕ | \$325.00 | \$305.50 |
| D-Pillar Assist Handles | 66C | \$60.00 | \$56.40 |
| Illuminated Sun Visors | 85C | \$75.00 | \$70.50 |
| Full Rear Compartment Lighting - Includes cargo area LED lights at C-pillar, D-pillar and LED switch. In 21MY, the number of standard cargo area lights for cargo van has been reduced and 2 LED lights at the C-Pillar are now standard | 15F | \$75.00 | \$70.50 |
| 6 Cargo Tie-Down Hooks | 17P | \$25.00 | \$23.50 |
| Window Only Bulkhead | 47U | \$900.00 | \$846.00 |
| Multi-Level Fixed Shelving - Passenger Side Only | 66F | \$650.00 | \$611.00 |
| Multi-Level Fixed Shelving - Driver Side Only | 66E | \$900.00 | \$846.00 |
| Multi-Level Fixed Shelving - Driver & Passenger | 66J | \$1,550.00 | \$1,457.00 |
| Large Center Console | 67E | \$195.00 | \$183.30 |
| Front & Rear Vinyl Floor Covering | 16E | \$245.00 | \$230.30 |
| Front Only Carpet Floor Covering | 16G | \$35.00 | \$32.90 |
| Front Only Carpet Floor Mats | 86B | \$30.00 | \$28.20 |
| Heavy-Duty Cargo Flooring | 60B | \$875.00 | \$822.50 |
| Spray in cargo floor liner | LINEX | \$1,495.00 | \$1,405.30 |
| Auxiliary Fuse Panel | 87E | \$385.00 | \$361.90 |

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|---|-------|------------|------------|
| Dual Alternators (250 Amps Each) - requires EcoBoost engine | 63C | \$1,025.00 | \$963.50 |
| Dual-Note Horn | 85D | \$20.00 | \$18.80 |
| Keyless Entry Keypad | 52C | \$95.00 | \$89.30 |
| Modified Vehicle Wiring System | 53K | \$75.00 | \$70.50 |
| Passive Entry/Passive Start (PEPS)-Includes push button start/stop | 41J | \$370.00 | \$347.80 |
| Driver Controlled Front/Rear Aux A/C & Heater - Heat is distributed from rear of front-passenger seat. A/C is distributed from the rear of van | 57G | \$860.00 | \$808.40 |
| Radio: AM/FM Stereo w/SYNC 3 Includes 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front). | 58V | \$280.00 | \$263.20 |
| Radio: AM/FM Stereo w/SYNC 4 Includes 12" multi-function display, Bluetooth, dual USB ports, embedded voice recognition, connected navigation (90-day trial) and 4 speakers (front). Includes: -Electronic Air Temperature Control | 58B | \$930.00 | \$874.20 |
| Radio: AM/FM Stereo w/SYNC 4/SiriusXM w/360L Includes HD Radio, 12" multi-function display, Bluetooth, dual USB ports, embedded voice recognition, connected navigation (90-day trial) and 4 speakers (front). SiriusXM with 360L includes a 3-month prepaid subscription. Includes: -Electronic Air Temperature Control | 58C | \$1,165.00 | \$1,095.10 |
| Radio: AM/FM Stereo w/SYNC 4/SiriusXM w/360L/Nav Includes HD Radio, 12" multi-function display, Bluetooth, dual USB ports, embedded voice recognition, connected built-in navigation (3 years of service) and 4 speakers (front). SiriusXM with 360L includes a 3-month prepaid subscription. Includes: -Traffic Sign Recognition (TSR) -Intelligent Speed Assist (ISA) -Electronic Air Temperature Control -Cruise Control w/Adjustable Spd Limiting Device (ASLD) The ASLD feature is great for city driving; it allows the driver to set an upper speed limit for the vehicle. If the vehicle begins to approach the upper speed limit then audible and visual warning are given. | 58E | \$1,780.00 | \$1,673.20 |
| Radio: AM/FM Stereo w/SYNC 4/SiriusXM w/360L/Nav/iACC Includes HD Radio, 12" multi-function display, Bluetooth, dual USB ports, embedded voice recognition, connected built-in navigation (3 years of service) and 4 speakers (front). SiriusXM with 360L includes a 3-month prepaid subscription. Includes: -Traffic Sign Recognition (TSR) -Intelligent Speed Assist (ISA) -Intersection Assist -Electronic Air Temperature Control -Intelligent Adaptive Cruise Control | 58F | \$2,050.00 | \$1,927.00 |
| 6 Speakers (4 Front/2 Rear) | 91L | \$25.00 | \$23.50 |
| Dual AGM Batteries (70 Amp-hr Each) | 63E * | \$295.00 | \$277.30 |
| Engine Block Heater | 41H | \$75.00 | \$70.50 |
| Vehicle Maintenance Monitor | 61C | \$45.00 | \$42.30 |
| 110V/400W Power Outlet - requires Dual Batteries (63E) | 90D | \$475.00 | \$446.50 |
| 12V Powerpoint | 87A | \$15.00 | \$14.10 |

| | | | |
|--|------------------------|------------|------------|
| <p>Upfitter Package Includes high capacity upfitter switches-Includes:</p> <p>2021-2022 NORTH CAROLINA SHERIFF'S ASSOCIATION Vehicle</p> <p>Options List Transit 350 Cargo Van</p> <p>BID NO. 22-08-0913</p> <p>- Large Center Console</p> <p>Includes an integrated shifter, a dual cup holder and an additional storage area.</p> <p>- Auxiliary Fuse Panel</p> <p>Includes high spec interface connector.</p> <p>- Dual AGM Batteries (70 Amp-hr Each)</p> <p>- Modified Vehicle Wiring System</p> <p>Includes modified vehicle connections for customized wiring harness provisions</p> | Motorcycle Procurement | | |
| | 67C | \$610.00 | \$573.40 |
| Upfitter Interface Module (UIM) | 55A | \$255.00 | \$239.70 |
| Perimeter Alarm | 59D | \$155.00 | \$145.70 |
| 2 Additional Keys (4 Total) | 86F ✖ | \$75.00 | \$70.50 |
| MyKey | 62B | \$5.00 | \$4.70 |
| Adaptive Cruise Control | 60D | \$625.00 | \$587.50 |
| Enhanced Active Park Assist-requires 58B, 65A | 94B | \$895.00 | \$841.30 |
| Blind Spot Assist 1.0-Includes Blind Spot Information System (BLIS) with Cross-Traffic Alert and trailer coverage-Requires 58B | 65A | \$795.00 | \$747.30 |
| <p>Reverse Brake Assist-If the system determines a collision is imminent while in reverse, automatic braking is applied to avoid a crash or mitigate an impact. System operation will be effected by aftermarket rear step or other rear-mounted equipment.</p> <p>Includes:</p> <ul style="list-style-type: none"> - 360-Degree Camera w/Split View <p>Includes front washer. Front, side and rear facing cameras allow the driver to toggle through different camera views via a button located on the instrument panel.</p> <ul style="list-style-type: none"> - Front Fog Lamps <p>Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility.</p> <ul style="list-style-type: none"> - Honeycomb Mesh Grille w/Chrome Surround - Reverse Sensing System | | | |
| | 43S | \$975.00 | \$916.50 |
| Front & Rear Split-View Camera | 61D | \$1,095.00 | \$1,029.30 |
| Reverse Sensing System | 43R ✖ | \$295.00 | \$277.30 |
| Side Sensing System-requires 65A, 58B | 94A | \$480.00 | \$451.20 |
| <p>Exterior Upgrade Package Includes:</p> <ul style="list-style-type: none"> - Chrome-Trimmed Halogen Headlamps - AutoLamp <p>Includes wiper activated headlamps. When the headlamp control is in the AutoLamp position, the headlamps will turn on automatically in low lighting conditions. The headlamps will also stay on for a set period of time after the owner turns off the ignition.</p> <ul style="list-style-type: none"> - 3 Bar Grille w/Chrome Surround - Wheels: 16" Steel w/Full Silver Cover | | | |
| | 18D | \$535.00 | \$502.90 |
| Auxiliary Heater Prep Package w/o Rear Controls | 62A | \$65.00 | \$61.10 |
| Aux Heater & A/C Prep Pkg w/o Rear Controls | 62C | \$100.00 | \$94.00 |
| <p>Interior Upgrade Package - Includes full-height polypropylene cargo area panels.</p> <p>Includes:</p> <ul style="list-style-type: none"> - Front & Rear Vinyl Floor Covering <p>Includes wheel well liners.</p> <ul style="list-style-type: none"> - Illuminated Sun Visors - Cruise Control w/Adjustable Spd Limiting Device (ASLD) <p>The ASLD feature is great for city driving; it allows the driver to set an upper speed limit for the vehicle. If the vehicle begins to approach the upper speed limit then audible and visual warning are given</p> | | | |
| | 96C | \$1,435.00 | \$1,348.90 |

| | | | | |
|--|--|-------------------------------|------------|----------|
| Load Area Protection Package - Includes full-height polypropylene cargo area panels. Includes: - Front & Rear Vinyl Floor Covering Includes wheel well liners | 2021-2022 NORTH CAROLINA SHERIFF'S ASSOCIATION Vehicle OPTIONS LIST Transit 350 Cargo Van BID NO. 22-08-0913 | Motorcycle Procurement 96D | \$395.00 | \$371.30 |
| Scuff Plate Kit | 85A | \$150.00 | \$141.00 | |
| Heavy-Duty Scuff Plate Kit | 85B | \$350.00 | \$329.00 | |
| RV Prep Package | 47D | \$4,665.00 | \$4,385.10 | |
| Back Up Alarm | 43B | \$150.00 | \$141.00 | |
| Front Heavy Duty Tray Style Floor Mats | 86N | \$60.00 | \$56.40 | |
| Front All-Weather Floor Mats | 86W | \$120.00 | \$112.80 | |
| Remote Start | 68B | \$495.00 | \$465.30 | |
| Front Black Wheel Well Liners | 15C | \$295.00 | \$277.30 | |
| Daytime Running Lights | 942 | \$45.00 | \$42.30 | |
| Orange Safety Belts | 76C | \$45.00 | \$42.30 | |
| 65-mph Governed Top Speed | 52M | \$80.00 | \$75.20 | |
| 70-mph Governed Top Speed | 52H | \$80.00 | \$75.20 | |
| 75-mph Governed Top Speed | 52N | \$80.00 | \$75.20 | |
| Fleet Safety Package | 59C | \$35.00 | \$32.90 | |
| Fleet Fuel Economy Package | 98B | \$265.00 | \$249.10 | |
| Engine Idle Shutdown - 5 Minute Timer | 55E | \$200.00 | \$188.00 | |
| Engine Idle Shutdown - 10 Minute Timer | 55F | \$200.00 | \$188.00 | |
| Engine Idle Shutdown - 15 Minute Timer | 55G | \$200.00 | \$188.00 | |
| Engine Idle Shutdown - 20 Minute Timer | 55H | \$200.00 | \$188.00 | |

EXTERIOR COLOR OPTIONS - No Charge

| | | | |
|-------------------|----|--|--------|
| School Bus Yellow | BY | | \$0.00 |
| Race Red | PQ | | \$0.00 |

EXTERIOR COLOR OPTIONS - Additional charge

| | | | |
|----------------------------|------|----------|----------|
| Agate Black- Metallic | UM | \$200.00 | \$188.00 |
| Ingot Silver - Metallic | UX * | \$200.00 | \$188.00 |
| Carbonized Gray - Metallic | M7 | \$200.00 | \$188.00 |
| Blue Metallic | FT | \$200.00 | \$188.00 |
| Avalanche Gray - Metallic | DR | \$200.00 | \$188.00 |
| Abyss Gray - Metallic | ME | \$200.00 | \$188.00 |
| Blue Mist | MT | \$200.00 | \$188.00 |



Philip Podgorny
GM, Commercial and Government Sales

16800 Executive Plaza Drive
Dearborn, Michigan 48126

To: Ford Dealership Government Sales Managers

Thank you for all that you do to proudly represent the Ford brand and promote the long-standing relationship with our governmental entities. The government industry has always been a passion for Ford Motor Company as evidenced by our commitment to the products, people and processes in the marketplace. More important is the dedication of the Ford dealer network and relationships you have developed over the years to achieve roughly 50% market share in the government industry.

As you know, this past year has presented an extremely challenging environment for the global automotive industry due to the continuing global microchip shortage, major disruptions in the supply chain due to the war in Eastern Europe and other factors and the lingering impact of Covid. This unprecedented combination of events has contributed to logistical challenges and unpredictable manufacturing plant downtime. Given the high order submissions and unforeseen plant downtime, we will not be able to build all the unscheduled 2022 MY vehicles currently in the Government order bank. We will be prioritizing all 2022 MY vehicles that have been Purchase Order verified and re-submitted as a 2023 MY. Any unscheduled units that have not been Purchased Order verified will not be built.

Compounding matters, we are experiencing record inflation, greater than at anytime in the last forty years. Inflation, as well as significant impacts on raw material costs are affecting new vehicle pricing. Given these circumstances, we will not guarantee price protection on unscheduled Purchase Order verified 2022 MY orders that are re-entered into the 2023 MY order bank. We appreciate your understanding as we work through these challenging times, and you can be assured that we are closely monitoring such global events and will communicate any implications beyond the 2023 MY at the appropriate time.

Additional information on the 2022 MY process will be communicated in the updated dealer policy letter. Please contact your Government Sales Manager for complete details. Thank you again for your loyalty and support of the Ford brand.

Sincerely,

Philip Podgorny
General Manager
Commercial and Government Sales

Nathan Oscarson
Manager, Government Sales

DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]

Purchase Order Inquiry [Rowan County]

Back
 Accept
 Search
 Browse
 Output
 Print
 Display
 PDF
 Save
 Excel
 Word
 Email
 Schedule
 Attach
 GL Find
 Project
 Detail Find
 Audits
 Activity
 Approvals
 Line Detail
 GL
 GL Summary
 Allocations

| MAIN | TERMS/MISCELLANEOUS |
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Purchase Order Details

| | | | |
|---------------------|-----------------------|------------------|----|
| Dept/Loc | 4400 | SHERIFF'S OFFICE | |
| GL effective date | 08/19/2021 | | |
| Fiscal year | 2022 | Period | 02 |
| PO number | 22000127 | | |
| General commodity | | | |
| General description | 2021 Ford van for RDC | | |

| | | |
|--------------------------------|------------------------------------|-----------------------------------|
| <input type="checkbox"/> Notes | <input type="checkbox"/> Receiving | <input type="checkbox"/> Invoices |
|--------------------------------|------------------------------------|-----------------------------------|

| | | | | |
|-------|------------------|---|-----------------------------------|--|
| Buyer | Burgamer, Anna R | <input type="checkbox"/> Project accounts applied | <input type="checkbox"/> Quantity | <input type="radio"/> Amount |
| | | <input type="checkbox"/> Receive By | <input type="radio"/> Approved | <input checked="" type="checkbox"/> Approved |

| | |
|--|--|
| <input type="radio"/> Original <input type="radio"/> Change Order | <input type="radio"/> Entered <input type="radio"/> Needed By <input type="radio"/> Expire <input type="radio"/> Last Changed |
|--|--|

| | | | |
|--------|-------------|------------|------------|
| Status | 8 - Printed | 08/19/2021 | 06/30/2022 |
|--------|-------------|------------|------------|

Buyer **Bumgarner, Anna R**

Vendor Details

| | | |
|------------|---------------------------|------------------------------------|
| Vendor | 14608 | <input type="checkbox"/> Committed |
| Name | PIEDMONT TRUCK CENTER INC | |
| PO mailing | 0 | |
| | 412 SOUTH REGIONAL ROAD | |
| | | |
| | | |
| | | |
| | GREENSBORO | NC 27409 |

Shipping Details

Ship to 4400 ROMAN COUNTY SHERIFF'S OFFICE
232 NORTH MAIN STREET
SAUSIEUR, NC 28144
angelastapp@romancountync.gov

Reference

Deliver To

Delivery method ☒ Print ☐ Fax ☐ E-Mail ☐ E-Procurement

Remit

| Line | Ordered Amount | Liquidated | Balance | 1st Gl Account |
|------|----------------|------------|-----------|----------------|
| 1 | 70,089.80 | 0.00 | 70,089.80 | 1154410-575035 |

| | | | |
|------------|--|-----------|--|
| Totals | | | |
| Ordered | | 70,068.90 | |
| Liquidated | | 0.00 | |
| Balance | | 70,068.90 | |

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis
DATE: 7/18/2022
SUBJECT: Northwoods Consulting Partners, Inc. for DSS

Department of Social Services would like to enter into an agreement with Northwoods Consulting Partners, Inc. to provide document support service, Compass for DSS. The contract will be for September 1, 2022-August 31, 2023 and will not exceed \$112,789.77.

Attached is the proposed quote from Northwoods Consulting Partners, Inc.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to enter into an agreement with Northwoods Consulting Partners, Inc. to provide document support service, Compass for DSS in an amount not to exceed \$112,789.77.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| quote | 7/7/2022 | Cover Memo |



QUOTE

Northwoods Consulting Partners, Inc
5200 Rings Rd
Dublin, Oh 43017

Bill To:

Rowan County DSS - NC

1813 E Innes St
 Salisbury, NC 28146-6030
 USA

Quote #: ROWAN DSS

Quote Date: 7/7/2022

Customer ID: 1072

PO #:

Payment Terms: Net 30

| Description | Quantity | Amount |
|---------------------------------|----------|-------------|
| Compass Capture Station Support | 6 | \$3,761.00 |
| Compass Capture Desktop Support | 128 | \$23,306.00 |
| Compass People Support | 206 | \$13,623.00 |
| Compass Forms Support | 195 | \$42,911.00 |
| Compass Documents Support | 199 | \$10,560.00 |
| Compass Tasks Support | 189 | \$11,250.00 |
| | | |

For budget purposes only - This amount is subject to change. Sales Tax on this Quote is based on the current rate as of the Quote date, changes to the rate may occur between now and your Support renewal date. If additional licenses are added between now and 9/1/22 the total will be adjusted.
 Annual Support Renewal - 9/1/2022 - 8/31/2023 (Gold) Year 2 of 3 year rate lock.

For Questions regarding this invoice:

Email: accountsreceivable@teamnorthwoods.com

Phone: 614.781.7800

| | |
|-----------------|--------------|
| Subtotal | \$105,411.00 |
| Tax | \$7,378.77 |
| Payment/Credits | \$0.00 |
| Total | \$112,789.77 |

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Don Bringle
DATE: 07/18/2022
SUBJECT: Sole-Source Purchases

Rowan County Facilities Management, Parks and Recreation would like to purchase items from 3 vendors during FY23. These vendors would be approved as a 'sole-source' per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available;
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

Facilities Management:

Vulcan Material: Sign Tech has contacted several companies for purchasing street sign road blanks. None will punch holes into sign blades or poles except for Vulcan. There is only one staff person at Facilities with no other resources being able to punch holes.

Parks and Recreation:

Toysmith: Plush toys for Hurley Station are purchased from this wholesale company. All other avenues that we can purchase charge resale price not wholesale.

Aurora: Novelties items for Hurley Station are purchased from this wholesale company. All other avenues that we can purchase charge resale price not wholesale

Facilities Management, Parks and Recreation Director and Purchasing Director recommends that the Board of Commissioners authorize the Purchasing Director to approve "solesource" purchases with Vulcan Aluminum, Toysmith and Aurora during FY23.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will
DATE: 7/8/22
SUBJECT: Rowan Transit Grant Agreement: 5311 ARP Operating Funds

The Board of Transportation has approved Rowan Transit's funding request for a FY22 ARPA Program Grant in the amount of \$452,683. Project number 22-AP-037. The performance period is March 3, 2022 to June 30, 2023.

Recommendation: The Board of Commissioners approve the County Manager to accept the FY22 ARPA Program Grant funding by signing the grant agreement.

ATTACHMENTS:

| Description | Upload Date | Type |
|-------------------------------|--------------------|-------------|
| FY22 5311 ARP Operating Funds | 7/8/2022 | Cover Memo |

INSTRUCTIONS FOR EXECUTING GRANT AGREEMENTS PUBLIC BODY GRANTEES

Included in this correspondence is an electronic file in a PDF format of the grant agreement(s) to be executed between the local grant recipient and the North Carolina Department of Transportation.

1. The person officially authorized by resolution of the governing body to accept the department's offer of financial assistance should electronically sign each agreement where indicated. The signature must be witnessed. Stamped signatures are not acceptable.
2. Enter your agency's **Federal Tax ID Number** and Fiscal Year-End on the signature page. Complete the section on the table for **Contract Administrators:** **For the Contractor: "If Delivered by US Postal Service" and "If Delivered by Any Other Means"**.
3. ***Do not date the agreements.*** This will be done upon execution by the department.
4. ***Return 1 copy within thirty (30) days*** via DocuSign.

A fully executed agreement will be returned to you via email and will be available for review in EBS upon the approval of your Agreement.

In the event the contract cannot be returned within thirty (30) days, please call me immediately at (919) 707-4672.

Please note that the department cannot reimburse the grant recipient for any eligible project expenses until the agreements are fully executed.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

June 22, 2022

Mr. Aaron Church, County Manager
Rowan County
130 West Innes Street
Salisbury, North Carolina 28144

RE: FY22 American Rescue Plan Act Program
Project No.: 22-AP-037
WBS Element No.: 50371.30.1.2
Period of Performance: 3/3/2022 – 6/30/2023

Dear Mr. Church:

On March 3, 2022, the Board of Transportation approved your organization's request for a FY22 American Rescue Plan Act Program Grant in the amount of \$452,683. The agreement to be executed between Rowan County and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Brumfield".

Ryan Brumfield
Director

RB\mf

Attachments

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

ROWAN COUNTY

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR

AMERICAN RESCUE PLAN ACT PROGRAM

Federal Award Identification

| | |
|-------------------------------------|---|
| Agreement Number: | 1000013192 |
| NCDOT Project Number: | 22-AP-037 |
| Approved Indirect Cost Rate: | N/A |
| FAIN Number(s): | NC-2022-036-00 |
| CFDA Number: | 21.027 |
| DUNS/UEI Number: | 074494014 GCB7UCV96NW6 |
| Total Amount of Award (Federal): | \$452,683 |

.....

Federal Funded Programs:

- ☐ **5303 Metropolitan Planning Grant**
- ☐ **5307 Urbanized Area Formula Grant**
- ☐ **5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant**
- ☐ **5311 Community Transportation Rural Formula Grant**
- ☐ **5311 Appalachian Development Transit Assistance Grant**
- ☐ **5311f Intercity Bus Grant**
- ☐ **5310 American Rescue Plan Act (ARPA)**
- ☒ **5311 American Rescue Plan Act (ARPA)**
- ☐ **5317 New Freedom Grant**
- ☐ **5339 Bus and Bus Facility Grant**

THIS AGREEMENT made this the _____ day of _____, 20____, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **ROWAN COUNTY**, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **March 3, 2022 to June 30, 2023**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

- a. Scope of Project. **Rowan County will continue operating services in rural communities and prevent, prepare and respond due to the coronavirus public health emergency.**
- b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

- c. Amendment. Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **FOUR HUNDRED FIFTY-TWO THOUSAND SIX HUNDRED EIGHTY-THREE DOLLARS (\$452,683)** as set forth in the Project Description and Budget, incorporated into this Agreement as **Attachment A**. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

| Operating WBS | Operating Total | Operating Federal (100%) | Operating State (0%) | Operating Local (0%) |
|----------------------|-----------------|--------------------------|----------------------|----------------------|
| 50371.30.1.2 | \$452,683 | \$452,683 | \$0 | \$0 |
| Agreement # | | | | |
| Project Total | Project Total | Project Total Federal | Project Total State | Project Total Local |
| | \$452,683 | \$452,683 | \$0 | \$0 |

6. Project Expenditures, Payments, and Reimbursement

- a. General. The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.
- b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.
- Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.
 - All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

- iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.
- iv. Supporting documentation for proof of payment may be requested.
- c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.
- d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:
 - i. The balance of unrecovered operating expenditures after deducting all farebox revenue, or
 - ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
- e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.
- f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:
 - i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement
 - ii. Necessary in order to accomplish the Project
 - iii. Reasonable in amount for the goods or services purchased
 - iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (eg, refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred

- v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received
 - vi. Satisfactorily documented
 - vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
- g. Excluded Costs.** The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:
- i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,
 - ii. Any cost that is not included in the latest Approved Project Budget,
 - iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and
 - iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.
- h. Final Allowability Determination.** The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Subrecipient.

- i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.
 - ii. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.
 - iii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.
 - iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.
- j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.
- k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

- a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.
- b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

- a. Progress Reports.** The Subrecipient shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.
- b.** Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.
- c. Record Retention.** The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.
- d. Project Closeout.** The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- e. State Auditor Oversight.** The Subrecipient agrees to audit oversight by the Office of the State Auditor, to provide the Office of the State Auditor with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.
- f. Financial Reporting and Audit Requirements.** In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- g. Parts Inventory.** Financial audits must address parts inventory management.

- h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.
- i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.
- b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

The subrecipient agrees to file with the Department a copy of the subrecipient's policy addressing conflicts of interest that may arise involving the subrecipient's management employees and the members of its board of directors or other governing body. The subrecipient's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the subrecipient's employees or members of its board or other governing body, from the subrecipient's disbursing of State funds, and shall include actions to be taken by the subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the subrecipient.

Prohibition on Bonus or Commission Payments

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

11. Tax Compliance Certification

The Subrecipient shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Subrecipient acknowledges that the written statement must be submitted to the Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

12. Assignment

- a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department.
- b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

13. Hold Harmless.

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

14. Real Property, Equipment, and Supplies.

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. NCDOT shall be informed and included in all ribbon cuttings / dedications / groundbreakings. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

- a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The

Subrecipient further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

- b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.
- c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.
- d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.
- e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.

- f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.
- g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:
 - (1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.
 - (2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - (3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipient's continuing control of the use of Project property.
- h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.
- i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property, the Subrecipient agrees to:
 - (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 - (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.
- j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.

- k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Subrecipient to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

16. Termination

- a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.
- b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof),

the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

Under this Agreement, the Subrecipient shall at all times comply with the requirements included as part of this agreement in the Federal Terms and Conditions.

19. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Wake County, North Carolina.

20. Severability

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

21. Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this agreement and the terms and conditions included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.



Federal Terms and Conditions, Attached

22. Federal Terms and Conditions

State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department. Nothing shall be construed under the terms of this Agreement by the Department or the Subrecipient that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of 2 CFR Parts 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or

approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on the Subrecipient, to the extent the Federal Government deems appropriate.

The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports.

a. Record Retention. The Subrecipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

c. Access to Records. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Subrecipient agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

Civil Rights and Equal Opportunity. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the

Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subrecipient Payment Information Form (Form DBE-IS). In the event the Subrecipient has no DBE participation, the Subrecipient shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

Prompt payment provisions. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract NCGS §22C-1.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

Energy Conservation. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined by the Department that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally

required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Lobbying Restrictions. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,

(b) U.S. DOT regulations, “New Restrictions on Lobbying,” 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and

(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the subrecipient’s proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”

3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

Public Transportation Employee Protective Arrangements. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):

1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.

3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Charter Service. The Subrecipient agrees to comply with 49 USC 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(d);
2. FTA regulations, "Charter Service," 49 CFR part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(f);
2. FTA regulations, "School Bus Operations," 49 CFR part 605;

3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or
2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations or the Department to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to NCDOT Public Transportation Compliance Office or its designee.

23. Contract Administrators.

All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal 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, postal 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 Department:

Name: Myra Freeman
Title: Financial Manager
Agency: NCDOT/PTD
Email: Msfreeman1@ncdot.gov
MSC: 1550 Mail Service Center – Raleigh, NC 27699-1550
Physical Address: 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601
Phone: 919-707-4672 Fax: 919-733-2304

For the Subrecipient:

Name: Aaron Church
Title: County Manager
Agency: Rowan County
Address: 130 West Innes St, Salisbury, NC 28144
Email: Aaron.Church@rowancountync.gov
Phone: 704-216-8185

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Subrecipient by and through a duly authorized representative and is effective the date and year first above written.

ROWAN COUNTY

SUBRECIPIENT'S FEDERAL TAX ID

NUMBER:

56-6000336

SUBRECIPIENT'S FISCAL YEAR END:

JUNE 30, 2023

BY:

TITLE:

COUNTY MANAGER

ATTEST:

TITLE:

DEPARTMENT OF
TRANSPORTATION

BY:

TITLE:

DEPUTY SECRETARY FOR
MULTI-MODAL TRANSPORTATION

ATTEST:

TITLE:

Attachment
Certification Regarding Lobbying

The Subrecipient 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal 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 Subrecipient 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.

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.

Subrecipient's Authorized Representative: _____

Title: County Manager

Date: _____

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION

PROJECT NUMBER: 22-AP-037

APPROVED BUDGET SUMMARY

EFFECTIVE DATE MARCH 3 ,2022

PROJECT SPONSOR: ROWAN COUNTY

PROJECT DESCRIPTION: FY2022 AMERICAN RESCUE PLAN ACT PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4522 OPERATING- 50371.30.1.2 \$452,683
PERIOD OF PERFORMANCE MARCH 3, 2022 - JUNE 30, 2023

II. TOTAL PROJECT FUNDING

| | | <u>TOTAL</u> | <u>FEDERAL</u> | <u>STATE</u> | <u>LOCAL</u> |
|-------------|--------------|--------------|----------------|--------------|--------------|
| OPERATING | 50371.30.1.2 | 100% | 100% | 0% | 0% |
| AGREEMENT # | | \$452,683 | \$452,683 | \$0 | \$0 |
| TOTAL | | \$452,683 | \$452,683 | \$0 | \$0 |

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET
EFFECTIVE MARCH 3, 2022

PROJECT: 22-AP-037
SPONSOR: ROWAN COUNTY
WBS: 50371.30.1.2

| ----- DEPARTMENT 4522 - OPERATING ----- | | | APPROVED BUDGET |
|---|--|-----------|--------------------|
| | <u>OBJECT-TITLE</u> | | |
| G315 | EMER RELIEF – OPERATING 100% activitie | \$ | 452,683 |
| | TOTAL OPERATING | \$ | 452,683 |

PROGRAM SUMMARY SHEET REQUIREMENTS



NORTH CAROLINA
Department of Transportation

**ARPA: AMERICAN
RESCUE PLAN ACT
PROGRAM**

FEDERAL

Operating, Capital, Planning – American Rescue Plan Act

| | |
|--|---|
| <p>PRINCIPLE</p> | <p>The American Rescue Plan Act provides emergency assistance and health care response for individuals, families and businesses affected by the COVID-19 pandemic and provides emergency appropriations to support Executive Branch agency operations during the COVID-19 pandemic. Available at 100% federal share. Available for payroll and operations unless the recipient certifies that it has not furloughed any employees. Available for: Payroll for public transit providers, including private providers of public transportation, operating costs of public transit during the public health emergency, including the purchase of personal protective equipment, administrative leave for operations or contractor personnel due to reductions in service</p> <p>This guidance is for all subrecipients receiving 5311 Administrative, and Operating program assistance to support public transportation in rural areas with populations of less than 50,000; 5310 subrecipients in urban and rural area to meet the needs of seniors and individuals with disabilities and 5307 subrecipients receiving funds in urbanized areas with populations over 50,000.</p> |
| <p>ELIGIBLE SUBRECIPIENTS</p> | <p>In order to be eligible to apply for these funds, subrecipients must have a signed Resolution from the Board of County Commissioners for each County served, designating the subrecipient as the 5311, 5307 and/or 5310 recipients in its jurisdiction. Starting in FY 2018, these Resolutions are updated on a 5-year basis and are part of the grant application process.</p> <p>Section 5307 covers urbanized areas with populations over 50,000. Large Urban Sub Allocations: Designated recipients of 5307 funds are required to create a method to allocate 5307 funds to all providers inside the urbanized area. The method to allocate funds is entirely up to the designated recipient. If the designated recipient chooses to sub-allocate any funds, a split letter must be created and sent to FTA for funds to go to the correct recipient. The providers to which funds are sub-allocated can be or become direct recipients to FTA or subrecipients of the designated recipient. Integrated Mobility Division (IMD) may take oversight of these subrecipients on behalf of the designated recipient if the subrecipient receives Section 5311 funds. If this situation does not occur, the designated recipient has full oversight of their subrecipients.</p> <p>5307 Governor's Apportionment: Integrated Mobility Division (IMD) is responsible for allocating funds apportioned to small urban areas (populations of 50,000-200,000) through the 5307 Governor's Apportionment. IMD allocates these funds through a split letter to FTA per fiscal year and designates funds based on eligible recipient's 5-year needs-based budgets which are submitted to IMD. Only small urban providers receiving Section 5311 funds may become IMD subrecipients for Section 5307 funds. All other providers must apply to FTA for the funds.</p> <p>Needs-based budget: Small urban transit systems are required to submit a 5-year needs-based budget annually to IMD which outlines the status of current FTA grants and projected expenses and revenues for the next 5 fiscal years.</p> <p>North Carolina's coordinated approach to service delivery allows a single applicant within each designated service area.</p> |

PROGRAM SUMMARY SHEET REQUIREMENTS

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|---|---|
| | <p>The project number will be identified as YY-CA-XXX (YY=Year; XXX= System #). It may be followed by an O (operating) or S (statewide funding only). This designation identifies the program funding or use.</p> |
| ELIGIBLE SERVICE and SERVICE AREA | <p>General public transportation activities in rural North Carolina (areas outside urbanized area boundaries) are the focus of this funding. The goal of the Section 5311 program is to enhance the overall mobility of people living in rural areas. Therefore, projects may include transportation to or from rural areas. Service must be open and promoted to the general public. However, a rural transit provider may design its Section 5311 funded services to maximize use by members of the general public who are transportation disadvantaged. Transportation disadvantaged people include seniors, people with disabilities, and low-income individuals. Providers receiving both 5311 and 5307 funds must have a method of allocating costs between the two programs.</p> <p>Section 5310 covers both rural and urban areas of a county. Examples of 5310 includes acquisition of the following:</p> <ul style="list-style-type: none"> • buses, vans, wheelchair lifts, ramps, securement devices • transit-related information technology systems, • transportation services under a contract, lease or other arrangement • vehicles to support new accessible taxis, rides sharing and/or vanpooling programs, • Mobility Management Programs • Travel Training • Volunteer Driver Programs • Building an accessible path to a bus stop, including curb-cuts, sidewalks, accessible pedestrian signals or other accessible feature • Signage improvement/replacement or way-finding technology • Incremental costs of providing same day service or door-to-door service <p>**Nonprofit organizations are only eligible to purchase transportation services from the designated 5311 subrecipient.</p> <p>Section 5307 covers public transportation activities including planning, engineering, design and evaluation of transit projects and other technical transportation -related studies; capital investments in bus and bus-related activities such as replacement, overhaul and rebuilding of buses, crime prevention and security equipment and construction of maintenance and passenger facilities; and capital investments in new and existing fixed guideways system including rolling stock, overhaul and rebuilding of vehicles, track, signals, communications, and computer hardware and software. In addition, associated transit improvements and certain expenses associated with mobility management programs are eligible under the program. All preventive maintenance and up to 10 percent of the apportionment can be used to fund Americans with Disabilities Act complementary paratransit operations at the capital ratio.</p> |
| FINANCIAL CAPACITY and MANAGEMENT | <p>IMD suggests Subrecipients have sufficient funds to operate and maintain the NCDOT funded program for at least three months without incoming revenue from grants. Subrecipients must have fiscal control and accounting procedures sufficient to permit the tracking and reporting of grant funds. Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15-days.</p> |
| AUDIT REPORTS and FINANCIAL STATEMENTS | <p>Subrecipients that expend more than \$500,000 in federal funds from all sources (including federal funds provided through NCDOT) in a year must submit the annual single audit required by 09 NCAC 03M and evidence of resolution of findings related to the transit program to NCDOT. The value of a bus or van purchased must be considered when determining whether a Subrecipient meets the threshold for a single audit.</p> |
| VEHICLE TITLES | <p>Subrecipients will title the equipment and NCDOT Public Transportation Division be named</p> |

PROGRAM SUMMARY SHEET REQUIREMENTS

| | |
|------------------------------|---|
| | first lien holder. When the project equipment has been replaced, NCDOT will release the lien. Useful life standards are maintained in NCDOT's Transit Asset Management (TAM) Tier II Sponsored Plan. This inventory is updated on an annual basis. |
| INSURANCE | Subrecipients will maintain insurance as defined in the procedures. |
| MAINTENANCE | Subrecipients will maintain project equipment at a high level of cleanliness, safety, and mechanical soundness. An 80 percent on-time performance standard for equipment and wheelchair lifts has been set. All maintenance activities are entered into Trapeze EAM and performance is monitored. FTA and state funded facilities require a written maintenance plan and annual submission of the maintenance performed. |
| INCIDENTAL USE | IMD discourages incidental uses of real property unless it can generate additional revenues for the transit system or, at a reasonable cost, enhances system ridership. Prior written approval is required for incidental uses of real property which must be compatible with the original purposes of the contract. Incidental uses, such as meal delivery, are allowed if they do not interfere with the public transit service and cover the costs of the uses. Nutrition programs must cover the operating costs attributable to meal delivery. |
| PROGRAM REPORTING AND | NCDOT Public Transportation Division requires quarterly and year end reports. Program status reports are also required with each claim submitted. <u>Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).</u> |
| OVERSIGHT | NCDOT Public Transportation Division maintains all procedures required for oversight. These expectations, the State Management Plan, funding applications and Certifications and Assurances must be followed to maintain good standing for future funding. <u>Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).</u> |
| REFERENCES | Section 7006 Award Management Requirements 5010.1E; 09 NCAC 03M Third Party Contracting Guidance 4220.1F NCDOT's Business Guide Federal Transit Administration Annual Certifications and Assurances and Agreements Additional Terms & Conditions in the agreement State Management Plan IMD 5311 application overview and program material |
| UPDATES/REVISIONS | Original Date: May 11, 2022 Last Amended 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: Anna Bumgarner and Kelly Natoli
DATE: 7/18/2022
SUBJECT: Blue Cross Blue Shield of NC Amendment and Contract

On 05-03-21, the Board of Commissioners approved the award of the bid for health insurance administrative services and specific stop loss insurance to Blue Cross Blue Shield of America. This is a renewal for FY23. It is estimated that this contract will not exceed \$2,075,042.

Attached please find the corresponding Amendment and Contract for approval.

Board of Commissioners to authorize County Manager to approve the contract with Blue Cross Blue Shield of America for health insurance administrative services and specific stop loss insurance estimated not to exceed \$2,075,042.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| contract | 7/8/2022 | Cover Memo |

To: Rowan County

From: Blue Cross and Blue Shield of North Carolina (Blue Cross NC)

Re: Administrative Services Agreement (ASA) Contract Changes – 2022

Date: June 29, 2022

Attached is the 2022 renewal amendment for your Administrative Services Agreement (ASA) with Blue Cross NC. Below is a brief overview of the changes Blue Cross NC is proposing to the ASA for this Agreement Period.

1. Amendment re: Fiduciary and Ministerial Duties. This agreement is being amended to update language throughout the document related to fiduciary and ministerial duties. This includes changes to sections in Articles 2, 4, 7 and 17, as well as Exhibit C. Changes are solely for sake of clarity; no changes have been made to processes or contracted services.
2. Amendment re: Reporting. The section in Article 5 regarding reporting has been amended and Exhibit D replaced in its entirety to ensure ongoing alignment with reporting and data integration services offered.
3. Amendment re: Health Management Programs. This section in Article 5 has been updated to reflect current terms for health management and wellness engagement programs as well as rewards programs and other wellness activities. The section addressing Blue Rewards has been deleted in its entirety.
4. Amendment re: Claims Processing. This section in Article 7 has been updated to further clarify that claims processing is per Blue Cross NC standard processes and policies and timeframes are not adjusted for stop loss coverage.
5. Amendment re Blue Cross NC Guidelines. This section in Article 7 has been updated to further clarify that any deviation from Blue Cross NC standard policies and procedures for claims administration must be mutually agreed upon in writing by authorized persons of the parties to the ASA.
6. Amendment re: Notices. This provision will be updated at each renewal to ensure we have the most current contact information.
7. Administrative Fees Exhibit. The new exhibit reflects the current renewal rates as well as any other changes to this exhibit.
8. Inter-Plan Programs Arrangement Exhibit. This exhibit is being revised to include language required by the Blue Cross and Blue Shield Association.

9. Pharmacy Program Exhibit. This exhibit is being updated to clarify the terms of the Pharmacy Program.
10. Performance Guarantee Exhibit. The new exhibit reflects the Performance Guarantees for the current Agreement Period.

If you have any questions concerning the amendments listed above or to the content in the amendment, please contact your Blue Cross NC Strategic Client Consultant or Blue Cross NC ASO Contract Management via jane.park@bcbsnc.com for assistance.

Thank you.

**AMENDMENT TO
ADMINISTRATIVE SERVICES AGREEMENT**

This AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT (“Amendment”) is made and entered July 1, 2022, by and between Rowan County (“Plan Sponsor”), Rowan County Group Health Plan (“Group Health Plan”) and Rowan County (“Plan Administrator”) and Blue Cross NC (each, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Parties previously entered into an Administrative Services Agreement (the “Agreement”) pursuant to which Blue Cross NC provides certain services with respect to administration of the Group Health Plan;

WHEREAS, the Parties desire to amend the Agreement regarding certain matters as provided for herein;

NOW THEREFORE, in consideration of the mutual promises and covenants made herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree to amend and renew the Agreement effective July 1, 2022 as follows:

1. The section of Article 2 (Representations and Warranties) titled “Status of Blue Cross NC” shall be deleted in its entirety and replaced with the following:

Status of Blue Cross NC. Blue Cross NC represents and warrants, and Plan Sponsor and Plan Administrator acknowledge and agree, that Blue Cross NC is not an insurer or underwriter of the Group Health Plan and that Blue Cross NC does not have any fiduciary responsibility with respect to the Group Health Plan, except for the fiduciary duties that Plan Sponsor and Plan Administrator expressly delegated to Blue Cross NC pursuant to this Agreement. Notwithstanding, Plan Sponsor and Plan Administrator acknowledge and agree that Blue Cross NC shall have authority with respect to the structure, payment terms, and other contract terms in connection with its Provider networks. Plan Administrator will provide Blue Cross NC with a copy of the Group Health Plan SPD, the Group Health Plan document and all amendments thereto.

2. The section of Article 4 (Obligations of Plan Administrator) titled “Administrative Discretion” shall be deleted in its entirety and replaced with the following:

Administrative Discretion. Plan Administrator has the discretionary authority to administer the Group Health Plan, including the authority to make determinations in the administration

of the Group Health Plan, including, without limitation, determinations concerning eligibility for benefits; coverage of services, care, treatment, or supplies; and/or reasonableness of charges; and such determinations shall be final and conclusive. Prior to the Effective Date, Plan Administrator will take such internal action as is necessary to delegate to Blue Cross NC the authority to make discretionary decisions regarding claims for benefits and appeals of benefit determinations as described in Section 7.3 of this Agreement.

3. The section of Article 5 (Obligations of Blue Cross NC) titled “Program Reports” shall be deleted in its entirety and replaced with the following:

Reports. Blue Cross NC shall provide reports as set forth in Exhibit D.

4. The section of Article 5 (Obligations of Blue Cross NC) titled “Health Management Programs” shall be deleted in its entirety and replaced with the following:

Health Management Programs. Blue Cross NC shall make available to the Plan Administrator and Plan Sponsor health and wellness programs designed to promote healthy behaviors of Employees.

- a. Care Management Programs. Care management programs may include nurse support programs for condition care, case management, maternity, weight management, and a 24/7 nurse line. The components of the care management programs included in claims expense as care management fees are described on the Program Selection Chart, herein incorporated by reference, and further described in Exhibit C.
- b. Wellness Engagement Program. The wellness engagement program provides an integrated wellness incentive offering that includes, but is not limited to, online wellness programs, activities, resources (including a health assessment), online coaching, and telephonic coaching. The components of the wellness engagement program included in claims expense as care management fees are described on the Program Selection Chart, herein incorporated by reference, and further described in Exhibit C.
- c. Wellness Rewards Packages and Standalone Activities. Blue Cross NC offers optional Wellness Rewards Packages and stand-alone activities. These programs incentivize and reward members for engagement in a wellness program, participation in health management activities, or other activities that may be contracted for directly between the Plan Sponsor and a third-party vendor upon Blue Cross NC’s approval. Rewardable activities may include engagement in care management programs and other Blue Cross NC sponsored activities. Blue Cross NC shall provide various communication tools to encourage the healthy behaviors within the designated wellness programs. Not all members may be eligible for each activity. Available wellness rewards packages are described on the Program Selection Chart, herein incorporated by reference.

Plan Administrator shall be responsible for electing the package and/or stand-alone activity and type of the reward (within the parameters established by Blue Cross NC)

and for paying the cost of the reward. Blue Cross NC may act as an agent in transmitting payment for the rewards on behalf of the Group Health Plan. The Plan Administrator and Plan Sponsor shall be responsible for complying with all applicable federal and state laws with respect to the payment of any reward, including without limitation reporting the amount of the reward on each Employee's Form W-2. Blue Cross NC shall provide the Plan Administrator a summary of the total dollar amount of the rewards paid annually to each Employee. Blue Cross NC shall have no liability or responsibility for the activities that are contracted for directly between the Plan Sponsor and a third-party vendor.

5. The section of Article 5 (Obligations of Blue Cross NC) titled "Blue Rewards" shall be deleted in its entirety.
6. The section of Article 7 (Claims Administration) titled "Claims Processing and other Administrative Services" shall be deleted in its entirety and replaced with the following:

Claims Processing and Other Administrative Services. Blue Cross NC shall provide administrative services under this Agreement, including processing claims and appeals filed by or on behalf of Members for Group Health Plan benefits to the extent described in this Article and in accordance with its reasonable understanding of the terms of the Group Health Plan as reflected in the Benefit Booklet(s). Blue Cross NC shall reject any claim for services incurred prior to the Effective Date, except as specifically agreed upon by Blue Cross NC and Plan Administrator. Blue Cross NC shall process all claims in accordance with its standard practices, policies, and procedures and will not adjust claims processing or claims processing timeframes for purposes of stop loss coverage or stop loss coverage administration. Blue Cross NC does not have any obligation to deviate from its normal standard practices, policies and procedures in order to ensure that claims (including claims which have been approved for payment by Blue Cross NC) or appeals which are pending at the end of the Plan Year are processed, determined and/or paid prior to the end of the Plan Year for any reason, including, without limitation, to enable a particular claim to be covered by a stop loss policy. Furthermore, notwithstanding anything in this Agreement to the contrary, Blue Cross NC shall not be liable to Plan Sponsor, the Group Health Plan and/or the Plan Administrator for any loss, liability, damage, expense, settlement, cost or obligation (including reasonable attorney's fees) arising from or relating to stop loss coverage and/or stop loss coverage administration, including without limitation the manner in which a stop loss policy covers (or fails to cover) any claim handled by Blue Cross NC.

7. The section of Article 7 (Claims Administration) titled "General Ministerial Administration" shall be deleted in its entirety and replaced with the following:

General Ministerial Administration. To the extent that it has responsibility with respect to the processing of claims, Blue Cross NC shall among other things provide the following ministerial services:

- a. Calculate benefits, prepare checks, make benefits payments, and communicate through existing systems and in accordance with established procedures and processes;

- b. Make available to Plan Administrator standard claim forms for issuance to Members;
 - c. Investigate claims as necessary;
 - d. Discuss claims, where appropriate, with Providers or Participating Blue Plans;
 - e. Perform internal audits of claim payments on a random sample basis;
 - f. Assist Plan Administrator in responding to regulatory inquiries pertaining to Member complaints, including denied claims;
 - g. Notify claimants of rejected claims and the reasons for the rejections and;
 - h. Provide claims department consultation as necessary with its health care and legal consultants in handling claims. The Plan Administrator will be responsible for seeking its own advice if more specific consultative services are required in a particular case
8. The section of Article 7 (Claims Administration) titled “Blue Cross NC Guidelines” shall be deleted in its entirety and replaced with the following:
- Blue Cross NC Guidelines. In providing the services described in this Agreement, Blue Cross NC may apply its standard practices, policies, and procedures used in its insured business and may apply its standard practices, policies and procedures used with respect to self-funded health plans subject to ERISA, to the extent not inconsistent with the terms of this Agreement unless the parties agree otherwise in a writing which is signed by an authorized individual for each party, and Plan Sponsor and Plan Administrator expressly authorize Blue Cross NC to employ such standard practices, policies. For this purpose, the authorized individual for each party shall be the person to whom any notice required by the Agreement must be given, as identified in Section 18.11 or the Authorized Signer of the current Group Application.
9. The second sentence of the section of Article 17 (Term and Termination) titled “Run-Out Services” shall be deleted and replaced with the following:
- “Blue Cross NC may elect, in writing, to continue to process Run-Out Claims and pay benefits under the terms of the Group Health Plan with respect to Run-Out Claims for a fee specified in Exhibit A.”
10. The section of Article 18 (General Provisions) titled “Notices” shall be deleted in its entirety and replaced with the following:
- Notices. Any notices required to be given pursuant to the terms and provisions of this Agreement, or any Business Associate Agreement herein incorporated by reference, shall be in writing, postage prepaid, and shall be sent by first class mail or electronic mail to the Parties at the addresses below. The notices shall be effective on the date indicated on the return receipt or, if emailed, on the date the email is sent.
- To: Blue Cross and Blue Shield of North Carolina

Post Office Box 2291
Durham, North Carolina 27702
Attention: Vice President, Group Segment

To: Plan Sponsor
Rowan County
130 West Innes Street
Salisbury, NC 28144
Attention: Assistant Director-Benefits and Risk Management
Contact email: Debbie.Holshouser@rowancountync.gov

To: Group Health Plan or Plan Administrator
Rowan County
130 West Innes Street
Salisbury, NC 28144
Attention: Assistant Director-Benefits and Risk Management
Contact email: Debbie.Holshouser@rowancountync.gov

11. Exhibit A (Administrative Fees) shall be deleted in its entirety, and replaced with the attached revised Exhibit A (Administrative Fees).

12. Exhibit C, Section A.2 (Security Amount- Application of Security Amount) shall be deleted in its entirety and replaced with the following:

Application of Security Amount. Blue Cross NC shall utilize the Security Amount to the extent necessary to make claims payments and may utilize the Security Amount to satisfy any Administrative Fees or Miscellaneous Fees that have been assessed, but that have not been timely paid, pursuant to the terms of this Agreement, as determined in good faith by Blue Cross NC.

13. The initial paragraph of Exhibit C, Section A.5 (Security Amount- Amount of Increase in Security Amount) shall be deleted and replaced with the following:

Amount of Increase in Security Amount. Blue Cross NC may increase the Security Amount for the reasons set forth in Section A.4 above in such amount as shall be determined in good faith by Blue Cross NC, provided that the maximum increase shall not exceed the sum of: (i) 1/12 of the most recent estimated annual claims amount determined by Blue Cross NC on a monthly basis; and (ii) the amount of the most recent Monthly Administrative Fee determined by Blue Cross NC pursuant to subsection A of Exhibit A. Although Blue Cross NC shall have the authority to make exceptions, such increases shall generally be in the below described amounts in the below described circumstances:

14. Exhibit D (Blue Cross NC Reporting and Data Transfer Fees) shall be deleted in its entirety and replaced with the attached revised Exhibit D (Blue Cross NC Reporting and Data Integration).

15. Exhibit E (Inter-Plan Programs Arrangement) shall be deleted in its entirety, and replaced with the attached revised Exhibit E (Inter-Plan Programs Arrangement).
16. Exhibit G (Pharmacy Program) shall be deleted in its entirety, and replaced with the attached revised Exhibit G (Pharmacy Program).
17. Exhibit J (Performance Guarantee) shall be deleted in its entirety, and replaced with the attached revised Exhibit J (Performance Guarantees).

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Group Health Plan, Blue Cross NC, the Plan Sponsor and the Plan Administrator have caused their duly authorized representatives to execute this Amendment to be effective as of the date first above written.

Signed For: Plan Sponsor

By: _____
Signature of Authorized Official

Name _____

Title _____

Date _____

Signed For: Plan Administrator and the Group Health Plan

By: _____
Signature of Authorized Official

Name _____

Title _____

Date _____

Signed For: BLUE CROSS AND BLUE SHIELD OF NORTH CAROLINA

By: Tunde Sotunde, M.D.
Tunde Sotunde, M.D. (Jul 8, 2022 13:56 EDT)
Signature of Authorized Official

Name Tunde Sotunde, MD

Title President & Chief Executive Officer

Date Jul 8, 2022

EXHIBIT A

ADMINISTRATIVE FEES

In accordance with the specific rate information contained in the medical rate page(s) and, if applicable the dental rate page(s), herein incorporated by reference, and Article 10 of the Agreement, the Plan Sponsor shall pay or cause to be paid to Blue Cross NC fees for administrative services provided to the Group Health Plan during the term of this Agreement as follows:

A. MONTHLY ADMINISTRATIVE CHARGE

1. Medical Benefits

For the Agreement Period, the monthly Administrative Fee will be:

\$ 46.00 per health contract per month.

The above monthly Administrative Fee includes:

- Charges for services related to claims and appeals processing services as described in the Agreement.
- The administrative expense allowances associated with Inter-Plan Programs as described in **Exhibit E**.
- The cost of the following additional programs or services provided by Blue Cross NC to the Group Health Plan:

Claims Fiduciary Services

B. INTER-PLAN ACCESS FEES

Access fees related to the BlueCard Program, as described in **Exhibit E** (Inter-Plan Programs Arrangement), are processed in the following manner:

- Access fees are billed to the Plan Sponsor, Plan Administrator, and/or Group Health Plan separately. The calculation to determine these fees is described in **Exhibit E**, and shall not exceed \$2,000 per claim.

C. RUN-OUT SERVICES ADMINISTRATIVE FEES

In accordance with the Run-Out Services provision in Article 17 of the Agreement, Plan Sponsor shall pay or cause to be paid to Blue Cross NC Administrative Fees for run-out services following the termination of this Agreement as follows:

Blue Cross NC shall continue for a period of 12 months to administer all claims that were incurred prior to the effective date of the termination in accordance with the Run-Out Services provision in Article 17. Blue Cross NC shall charge a claim processing fee for this twelve month run-out period equal to the sum of the last three (3) months of the Monthly Administrative Charge prior to the termination of this Agreement. Fifty percent (50%) of the claim processing fee shall be due upon the termination of the Agreement, and the remaining fifty percent (50%) shall be due half-way through the period during which the run-out services are being provided.

In addition, the Security Amount that Plan Sponsor is required to maintain shall be refunded after three months of the run-out period provided there have been no delinquency in the funding of the Claims Expense.

Except as specifically stated herein, Plan Sponsor shall pay Blue Cross NC for run-out services according to the method of payment described in **Exhibit C..**

D. ADDITIONAL ADMINISTRATIVE SERVICES

For the Agreement Period, the Administrative Fees for Additional Administrative Services will be as follows:

- (1) Custom Reporting and Data Integration. In addition to standard reporting included as part of plan administration, Plan Administrator may request custom reporting or data integration. There will be additional fees for these services. See Exhibit D for details.
- (2) External Review. The External Review Process provision, referenced in Article 7, provides a selection of services related to adverse benefit determinations. Current fees and expenses for those services are listed on the External Review Process Price List which is incorporated by reference and available upon request.
- (3) Routine Vision Care. If the Plan elects to utilize Blue Cross NC routine vision care services, a network access fee will be billed in addition to the allowed amount. This network access fee related to routine eye care services shall be no more than 27% of the vision claim's allowed amount. This network access fee will be billed to the Plan Sponsor, Plan Administrator and/or Group Health Plan separately from the routine vision care medical expense, but will be included in the monthly Statement of Account.
- (4) Pharmacy Program Utilization Management. Blue Cross NC agrees to perform Drug Utilization Review services as described in Exhibit G (Pharmacy Program). This includes review for benefit denials. The Fee for these services will be forty dollars (\$40.00) per review.

EXHIBIT D
BLUE CROSS NC REPORTING and DATA INTEGRATION

Blue Cross NC Reporting

The following reports are standardly available to Blue Cross NC ASO clients.

| Report Name | Report Frequency |
|--------------------------------------|-------------------------|
| Statement of Account | Monthly |
| Summary of Billed Charges by Product | Monthly |
| Schedule C to Form 5500 Data | Annually |
| Claims and Membership | Monthly |
| Detail of Paid Claims | Monthly |
| Monthly Claims Paid by Subgroup | Weekly |
| Triangulation Report | Monthly |
| Utilization Reports | Various |
| Program Reports* | Various |
| Online Reporting System** | On Demand |

*Additional standard reporting is available for programs purchased for the Plan including, but not limited to, Specific Stop Loss, Aggregate Stop Loss, Performance Based Pricing, and Health Management Programs.

** Reports and analytics are available via the Employer Services portal.

Additional custom reporting may be available as requested by the Plan Administrator and as mutually agreed upon by Blue Cross NC and Plan Administrator. The cost of additional reporting shall be as agreed upon by the Plan Sponsor and Blue Cross NC prior to the production of reports.

Blue Cross NC Data Integration

Blue Cross NC offers a variety of data integration services to support our clients' need to integrate plan data with third party vendors. This includes Blue Cross NC transferring data to a vendor and Blue Cross NC accepting a data file transfer from a vendor. These services and associated fees are detailed in the Data Integration Fee Schedule. The following are examples of data integration services that may incur fees.

- a. Third-Party Data Extract (outbound)
 - i. Standard data extracts are detailed claims and/or eligibility files. Claims files can include medical and pharmacy claim-line level detail with member, service, clinical

and provider information. Eligibility files include member level detail with product, benefit and demographic information. Eligibility files are monthly snapshots of enrollment and are not intended to be used to maintain member eligibility with third-party vendors. Standard file layouts can be provided upon request.

- ii. Groups should contact their client management team to complete the Data Extract Documentation Guide to initiate setup of a third-party data extract.
- b. Stop Loss Vendor Integration
- i. Groups with third-party stop loss administrator vendors sending monthly reports and/or eligibility information for members who have reached the stop loss limit.
 - ii. Groups should contact their client management team to complete the Third Party Admin (TPA) Stop Loss Reporting Request Form to initiate setup of reporting regarding third party stop loss reinsurers.
- c. Pharmacy Vendor Integration
- i. Groups that carve out pharmacy benefits to a non-preferred vendor may choose to have pharmacy data integrated into Blue Cross NC's system for various purposes. Selected services and associated fees will be captured on the Client Intake Form, if applicable.

Any additional data integration requests will be assessed on a case-by-case basis to determine feasibility; additional setup time and fees may apply. The cost of additional integrations shall be as mutually agreed upon by the Plan Sponsor and Blue Cross NC prior to implementation.

EXHIBIT E

INTER-PLAN PROGRAMS ARRANGEMENT

DEFINITIONS

Wherever used in this exhibit, the following definitions apply:

1. “Inter-Plan Programs” means a national arrangement for extending access to cost-effective health care outside of Blue Cross NC’s service area, through Blue Cross and/or Blue Shield Licensees (Plans and certain Plan affiliates) that have agreed to participate.
2. “Host Blue” means the independent Blue Cross and/or Blue Shield Licensees (Plans and certain Plan affiliates) that participate in Inter-Plan Programs and provide Provider network access and claim pricing for other independent Blue Cross and/or Blue Shield Licensees (Plans and certain Plan affiliates), including Blue Cross NC, when Members receive medical services in that Host Blue’s service area.

SERVICES RECEIVED OUTSIDE OF NORTH CAROLINA

Blue Cross NC has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as “Inter-Plan Programs.” Whenever Members access health care services outside the Blue Cross NC service area, the claim for those services may be processed through one of these Inter-Plan Programs and presented to Blue Cross NC for payment in accordance with the rules of the Inter-Plan Programs then in effect.

The options for care are as follows:

- Members may obtain care from non-Blue Cross NC service area healthcare providers that have a contractual agreement (i.e., “participating providers”) with the Host Blue.
- Members may obtain care from a non-Blue Cross NC service area non-participating healthcare provider(s). These “non-participating providers” do not have a contractual agreement with the Host Blue.

The Blue Cross NC payment practices for the above two options for care are discussed below.

NOTE: A Plan Sponsor, Plan Administrator, and/or Group Health Plan may elect to cover only limited healthcare services received outside of North Carolina (e.g. in a health maintenance organization plan arrangement.) These limited services may include emergency care, urgent care, or approved follow-up care obtained outside the Blue Cross NC service area. Any other services may not be covered when processed through any Inter-Plan Programs arrangements. The specific

limited services are described elsewhere in the Benefit Booklet and/or Plan Sponsor, Plan Administrator, and/or Group Health Plan summary plan description.

1. Participating Provider(s) Outside Blue Cross NC's Service Area

As a result of Inter-Plan Programs, Plan Sponsor Member claims for covered health care services from participating healthcare providers may be processed through either the BlueCard Program or Negotiated National Account Arrangements as described below:

A. BlueCard® Program

Under the BlueCard® Program, when Members receive covered healthcare services within the geographic area served by a Host Blue, Blue Cross NC will remain responsible to Plan Sponsor, Plan Administrator, and/or Group Health Plan for fulfilling Blue Cross NC's contract obligations. However, the Host Blue will be responsible for providing such services as contracting and handling substantially all interactions with its participating Providers. When Members receive covered health care services within the geographic area served by Host Blue, Blue Cross NC's obligations under Article 7 of this Agreement with respect to those health care services arise once Blue Cross NC receives the claims information for the services from the Host Blue. The financial terms of the BlueCard Program are described generally below.

1. Liability Calculation Method Per Claim

The calculation of Member liability on claims for covered healthcare services processed through the BlueCard Program, if not a flat dollar copayment, will be based on the lower of the participating Provider's billed covered charges or the negotiated price made available to Blue Cross NC by the Host Blue.

The calculation of Plan Sponsor, Plan Administrator, and/or Group Health Plan liability on claims for covered healthcare services processed through the BlueCard Program will be based on the negotiated price made available to Blue Cross NC by the Host Blue. Sometimes, this negotiated price may be greater than billed charges if the Host Blue has negotiated with its participating healthcare provider(s) an inclusive allowance (e.g., per case or per day amount) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, you may be liable for the excess amount even when the Member's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the provider, even when the contracted price is greater than the billed charge

The methods employed by a Host Blue to determine a negotiated price may vary among Host Blues based on the terms of each Host Blue's Provider contracts. The negotiated price made available to Blue Cross NC by a Host Blue may represent a payment that is one of the following:

- (a) an actual price. An actual price is a negotiated payment without any other increases or decreases (“Actual Price”), or
- (b) an estimated price. An estimated price is a negotiated payment increased or reduced by a percentage to take into account certain payments negotiated with the Provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, Provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives (“Estimated Price”), or
- (c) an average price. An average price is a percentage of billed covered charges representing the aggregate payments negotiated by the Host Blue with all of its Providers or a similar classification of its Providers and other claim- and non-claim-related transactions (“Average Price”). Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or average price. The use of estimated or average pricing may result in a difference (positive or negative) between the price Blue Cross NC pays on a specific claim and the actual amount the Host Blue pays to the provider. However, the BlueCard Program requires that the amount paid by the Member and Blue Cross NC is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future claim prices. As a result, the amounts charged to you will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years’ prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from you. If you terminate, you will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid claims amounts and will be drawn down over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

A small number of states may require a Host Blue to either (i) use a basis for determining Member liability for covered healthcare services that does not reflect the entire amount of realized or expected savings on a particular claim, or (ii) add a surcharge. Should any state enact a law that mandates liability calculation methods that differ from the negotiated price methodology or require a surcharge, Blue Cross NC would then calculate Member liability in accordance with applicable law.

B. Negotiated National Account Arrangements

As an alternative to the BlueCard Program, claims for covered healthcare services may be processed through a negotiated national account arrangement with a Host Blue.

If Blue Cross NC has arranged for a Host Blue to make available a custom healthcare Provider network in connection with this contract, then the terms and conditions set forth in our negotiated national account arrangement with such Host Blue shall apply. In negotiating such arrangement(s), Blue Cross NC is not acting on behalf of or as an agent for you, your group health plan or your Members.

If we have entered into a negotiated national account arrangement with a Host Blue, Member liability calculation will be based on the lower of either billed charges for Covered Services or negotiated price (refer to the description of negotiated price under Section A, BlueCard Program) that the Host Blue makes available to Blue Cross NC and that allows your Members access to negotiated participation agreement networks of specified participating providers outside of the Blue Cross NC service area.

Under certain circumstances, if Blue Cross NC pays the Healthcare Provider amounts that are the responsibility of the Member, Blue Cross NC may collect such amounts from the Member.

In situations where participating agreements allow for bulk settlement reconciliations for Episode-Based Payment/Bundled Payments, Blue Cross NC may include a factor for such settlement reconciliations as part of the fees Blue Cross NC charges to you.

C. Prepayment Review and Return of Overpayments

If a Host Blue conducts prepayment review activities including, but not limited to, data mining, itemized bill reviews, secondary claim code editing, and DRG audits, the Host Blue may bill Blue Cross NC up to a maximum of 16 percent of the savings identified, unless an alternative reimbursement arrangement is agreed upon by Blue Cross NC and the Host Blue, and these fees may be charged to you. If a Host Blue engages a third party to perform these activities on its behalf, the Host Blue may bill Blue Cross NC the lesser of the full amount of the third-party fees or up to 16 percent of the savings identified, unless an alternative reimbursement arrangement is agreed upon by Blue Cross NC and the Host Blue, and these fees may be charged to you.

Recoveries of overpayments from a Host Blue or its participating and nonparticipating providers from post-payment review activities can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, audits/healthcare provider/hospital bill audits, credit balance audits, utilization review refunds and unsolicited refunds. Recoveries will be applied in general, on either a claim-by-claim or prospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to Blue Cross NC they will be credited to your account. When a Host Blue identifies and collects these recovery amounts, the Host Blue may bill Blue Cross NC up to a maximum of 16 percent of the savings identified, unless an alternative reimbursement arrangement is agreed upon by Blue Cross NC and the Host Blue, and these fees may be charged to you. In some cases, the Host Blue will engage a third party to assist in identification or collection of recovery amounts. When this occurs, the Host Blue may bill the lesser of the full amount of the third-party fees or up to 16 percent of the savings identified, unless an alternative reimbursement

arrangement is agreed upon by Blue Cross NC and the Host Blue, and these fees may be charged to you.

Unless otherwise agreed to by the Host Blue, for retroactive cancellations of membership, Blue Cross NC will request the Host Blue to provide full refunds from participating healthcare providers for a period of only one year after the date of the Inter-Plan financial settlement process for the original claim. In some cases, recovery of claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery (a) conflicts with the Host Blue's state law or healthcare provider contracts, (b) would result from Shared Savings and/or Provider Incentive arrangements, and Care Coordination Fees or (c) would jeopardize the Host Blue's relationship with its participating healthcare providers, notwithstanding to the contrary any other provision of this agreement.

A. Non-Participating Providers Outside Blue Cross NC's Service Area

When covered healthcare services are received outside of Blue Cross NC's service area from non-participating healthcare Providers, the amounts a Member pays for such services will generally be based on either the Host Blue's non-participating healthcare Provider local payment or the pricing arrangements required by applicable state law. In these situations, the Member may be responsible for the difference between the amount that the non-participating healthcare Provider bills and the payment that Blue Cross NC will make for the covered services as set forth in this paragraph.

In some exception cases, Blue Cross NC may pay claims from non-participating healthcare Providers outside of Blue Cross NC's service area based on the Provider's billed charge, such as in situations where a Member did not have reasonable access to a participating Provider, as determined by Blue Cross NC or by applicable state law. In other exception cases, Blue Cross NC may pay such a claim based on the payment it would make if Blue Cross NC were paying a non-participating Provider for the same covered healthcare services inside of Blue Cross NC's service area, as described elsewhere in this Contract where the Host Blue's corresponding payment would be more than Blue Cross NC's in-service area Non-participating Provider payment, or Blue Cross NC may negotiate a payment with such a Provider on an exception basis. In any of these exception situations, the Member may be responsible for the difference between the amount that the non-participating healthcare Provider bills and the payment Blue Cross NC will make for the covered services as set forth in this paragraph.

FEES AND COMPENSATION

Plan Sponsor, Plan Administrator, and/or Group Health Plan understands and agrees to reimburse Blue Cross NC for certain fees and compensation which Blue Cross NC is obligated to pay to the Host Blue, to the Blue Cross and Blue Shield Association (BCBSA), or to Inter-Plan Programs vendors under the Inter-Plan Programs.

If, under either the BlueCard Program or a Negotiated National Account Arrangement, Blue Cross NC passes claim-based network access fees on to Plan Sponsor, Plan Administrator, and/or Group

Health Plan directly, then these fees will be up to the allowable Inter-Plan Programs' percentage of the discount (billed covered charges less negotiated price) received from a Host Blue as described above in the section entitled "Liability Calculation Method Per Claim" and will not exceed \$2,000 per claim. If Blue Cross NC passes the administrative expense allowance on to Plan Sponsor, Plan Administrator, and/or Group Health Plan directly, the administrative expense allowance fee will be charged on a per claim basis. In such cases, the remaining Inter-Plan Programs-related fees are covered in the Monthly Administrative Charge.

If, under either the BlueCard Program or a Negotiated National Account Arrangement, Blue Cross NC does not charge Plan Sponsor, Plan Administrator, and/or Group Health Plan either the (i) claim-based network access fees or the (ii) administrative expense allowance fee directly, then such fee(s) will be included as part of the Monthly Administrative Charge and/or Network Performance Fees as defined under the Agreement. A listing of any fees paid directly by Plan Sponsor, Plan Administrator, and/or Group Health Plan will be provided by Blue Cross NC, on an annual basis, upon written request of Plan Sponsor, Plan Administrator, and/or Group Health Plan.

Administrative expense allowance fees for claims from non-participating Providers outside Blue Cross NC's service area will also be included as part of the Monthly Administrative Charge as defined under the Agreement.

Additional fees that are paid by Blue Cross NC each time a claim is processed through Inter-Plan Programs include, but are not limited to, Central Financial Agency Fees and ITS Transaction Fees. Other fees paid by Blue Cross NC may apply. Where applicable, these fees paid by Blue Cross NC are covered in the Monthly Administrative Charge.

Modifications or Changes to Inter-Plan Arrangement Fees or Compensation

Modifications or changes to Inter-Plan Arrangement fees are generally made effective Jan. 1 of the calendar year, but they may occur at any time during the year. In the case of any such modifications or changes, Blue Cross NC shall provide you with at least thirty (30) days' advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and your right to terminate this Agreement without penalty by giving written notice of termination before the effective date of the change. If you fail to respond to the notice and do not terminate this Agreement during the notice period, you will be deemed to have approved the proposed changes, and Blue Cross NC will then allow such modifications to become part of this Agreement.

VALUE BASED PROGRAMS

Value-Based Programs Overview:

Plan Sponsor, Plan Administrator, and/or Group Health Plan Members may access Covered Services from Providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to Accountable Care Organizations, global payment/total cost of care arrangements, patient centered medical homes and provider shared savings arrangements.

Value-Based Programs under the BlueCard Program/Value-Based Programs Administration:

Under Value-Based Programs, a Host Blue may pay Providers for reaching agreed-upon cost/quality goals in the following ways:

The Host Blue may pass these provider payments to Blue Cross NC, which Blue Cross NC will pass directly on to Plan Sponsor, Plan Administrator, and/or Group Health Plan as either an amount included in the price of the claim or an amount charged separately in addition to the claim. When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue:

- (a) **Actual Pricing:** The charge to accounts for Value-Based Programs incentives/provider shared savings settlements is part of the claim. These charges are passed to Plan Sponsor, Plan Administrator, and/or Group Health Plan via an enhanced provider fee schedule.
- (b) **Supplemental Factor:** The charge to accounts for Value-Based Programs incentives/provider shared savings settlements is a supplemental amount that is included in the claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time.

When such amounts are billed separately from the price of the claim, they may be billed as follows:

- **Per Member Per Month (PMPM) Billings:** Per Member Per Month billings for Value-Based Programs incentives/provider shared savings settlements to accounts are outside of the claim system. Blue Cross NC will pass these Host Blue charges directly through to Plan Sponsor, Plan Administrator, and/or Group Health Plan as a separately identified amount on the group billings.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Host Blues will take one of the following actions:

- Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.
- Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average or PMPM price methods, described above, are calculated. If Plan Sponsor, Plan Administrator, and/or Group Health Plan terminate, you will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this agreement.

Variance account balances are small amounts relative to the overall paid claims amounts and will be drawn down over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

Note: Members will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay Providers under Value-Based Programs.

Care Coordinator Fees:

Host Blues may also bill Blue Cross NC for Care Coordinator Fees for provider services which we will pass on to Plan Sponsor, Plan Administrator, and/or Group Health Plan as follows:

- PMPM billings; or
- Individual claim billings through applicable care coordination codes from the most current editions of either Current Procedural Terminology (CPT) published by the American Medical Association (AMA) or Healthcare Common Procedure Coding System (HCPCS) published by the U.S. Centers for Medicare and Medicaid Services (CMS).

As part of this agreement, Blue Cross NC and Plan Sponsor, Plan Administrator, and/or Group Health Plan will not impose Member cost sharing for Care Coordinator Fees.

Value-Based Programs under Negotiated Arrangements:

If Blue Cross NC has entered into a Negotiated Arrangement/Negotiated National Account Arrangement with a Host Blue to provide Value-Based Programs to Plan Sponsor, Plan Administrator, and/or Group Health Plan Members, Blue Cross NC will follow the same procedures for Value-Based Programs administration and Care Coordination Fees as noted in the BlueCard Program section.

For negotiated arrangements, when Control/Home Licensees have negotiated with accounts to waive Member cost sharing for care coordinator fees, the following provision will apply: As part of this agreement, Blue Cross NC and Plan Sponsor, Plan Administrator, and/or Group Health Plan may agree to waive Member cost sharing for care coordinator fees.

BLUE CROSS BLUE SHIELD GLOBAL® CORE

If Members are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands (hereinafter: “BlueCard service area”), they may be able to take advantage of Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although Blue Cross Blue Shield Global Core assists Members with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when Members receive care from providers outside the BlueCard service area, the Members will typically have to pay the providers and submit the claims themselves to obtain reimbursement for these services.

You understand and agree to reimburse Blue Cross NC for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services

EXHIBIT G

PHARMACY PROGRAM

1. DEFINITIONS

Whenever used in this exhibit, the following definitions apply:

- 1.1 “A Rated Generics” means drugs designated by the FDA to have a therapeutically equivalent (A rated) generic equivalent.
- 1.2 “Average Wholesale Price” (AWP) means the average wholesale price of a covered prescription drug as set forth in the Blue Cross NC price file at the time a Claim is processed. The AWP that will be applied for prescriptions filled by a Participating Pharmacy will be based on the date dispensed and the 11-digit NDC for the product. The AWP that will be applied for prescriptions filled by the Mail Service Pharmacy or Specialty Pharmacy will be based on the date dispensed and the appropriate NDC for the product dispensed. The price file will be updated no less frequently than once every three (3) business days through Medi-Span or such other Pricing Source as designated by Blue Cross NC.
- 1.3 "Brand Drugs" means those pharmaceuticals designated by the Pricing Source as having a multi-source indicator of M, N or O, or as otherwise defined by Pricing Source
- 1.4 "Claim" means a request for payment submitted by Network Participants or Members for prescription drugs or services. A claim does not include reversals or rejects. A claim does not include an initial claim that was eventually reversed or rejected.
- 1.5 "Claim Adjudication" or "Adjudication" means the process which Blue Cross NC uses to apply the criteria and parameters of the Group Health Plan to determine eligibility for coverage of pharmacy benefit management services, perform concurrent (on-line at point of service) Drug Utilization Reviews and determine drug pricing reimbursement amounts.
- 1.6 "Claims Adjudication System" means an electronic Claims processing system providing for the Adjudication of Claims.
- 1.7 "Coinsurance" means that portion of the amount claimed for Covered Prescription Drug Services, calculated as a percentage of the charge for such services, which is to be paid by Members pursuant to the Group Health Plan. Members will pay the lowest of: (i) eligible charge (discounted AWP + dispensing fee + applicable tax or MAC + dispensing fee + applicable tax); (ii) U&C; and (iii) applicable co-payment.
- 1.8 "Compound Drug" means a prescription where two or more medications are mixed together, and which, at a minimum, one medication must be a Federal Legend Drug. The end product must not be available in an equivalent commercial form. The product will not

be considered a Compound Drug if it is reconstituted or if, to the active ingredient, only water, alcohol, flavoring, coloring or sodium chloride solutions are added.

- 1.9 "Copayment/Deductible" means a fixed dollar portion of the amount claimed for Covered Prescription Drug Services that is to be paid by Members pursuant to the Group Health Plan. Members will pay the lowest of: (i) eligible charge (discounted AWP + dispensing fee + applicable tax or MAC + dispensing fee + applicable tax); (ii) U&C; and (iii) applicable co-payment.
- 1.10 "Covered Prescription Drug Services" means the pharmacy services and/or pharmaceuticals available to Members and eligible for reimbursement pursuant to the Group Health Plan.
- 1.11 "Dispensing Fee" means the fee paid to Network Participants for the professional service of filling a prescription and is typically added to the AWP or MAC calculated cost.
- 1.12 "Drug Utilization Review" or "DUR" means the process whereby the therapeutic effects and cost effectiveness of various drug therapies are reviewed, monitored and acted upon consistent with the Group Health Plan.
- 1.13 "Electronic Prescribing" or "E-prescribing" means the process of creating, storing and transmitting prescription information electronically, either by computer or hand-held device.
- 1.14 "Eligible Prescription Drug Claim" is any electronically or manually adjudicated Claim paid in full or in part by the Plan Sponsor under the prescription drug benefit for a prescription drug that is covered within established benefit limits for a Member.

Eligible Prescription Drug Claims may exclude certain specialty medications, medications that have A Rated Generics, OTC medications, compounds, vaccines, biosimilars, or any paid claims where coverage is subsequently denied or claims filed on behalf of persons who do not have coverage at the time the prescription drug is filled.
- 1.15 "Extended Supply Network" or "ESN" means the retail Network Participants who have agreed to provide Members more than a one-month's (or as mutually agreed) quantity supply of Covered Prescription Drug Services provided that the Group Health Plan has a mail service benefit and a retail quantity days' supply limit of three months.
- 1.16 "Federal Legend Drug" means a drug, which is required by law to bear on its packaging, "Caution: Federal law prohibits dispensing without a prescription" or "Rx Only".
- 1.17 "Foreign Drug Claims" means Claims submitted through the Paper Claim process for reimbursement of drugs purchased outside of the United States.

- 1.18 "Formulary" means a list of various pharmaceutical products which is available to Network Participants, Members, physicians or other health care providers for purposes of providing information about the coverage and tier status of Covered Prescription Drug Services.
- 1.19 "Generic Drugs" means all drugs that are not defined as "Brand Drugs".
- 1.20 "Mail Service Pharmacy" means the services through which Members may receive prescription drugs through the mail.
- 1.21 "Manufacturer" means a company that manufactures and/or distributes pharmaceutical drug products.
- 1.22 "Maximum Allowable Cost" or "MAC" means the highest drug cost at which Plan Sponsor will reimburse the Network Participant or Member for a specific drug.
- 1.23 "Maximum Allowable Cost List(s)", "MAC List(s)", or "Blue Cross NC's MAC List(s)" means the proprietary database listing(s), owned and maintained by Blue Cross NC or its designee, of multi-source pharmaceutical drug products and supplies and the corresponding MAC. A separate MAC List may be maintained for the Mail Service Pharmacy.
- 1.24 "Network" or "Pharmacy Network" means the group of pharmacies that have been accepted as Network Participants and have entered into agreements with Blue Cross NC or its designee to provide Covered Prescription Drug Services to Members.
- 1.25 "Network Contract" means a contract between a Network Participant and Blue Cross NC or its designee to provide Covered Prescription Drug Services to Members, as may be amended from time to time.
- 1.26 "Network Participant" or "Participating Pharmacy" means each individual pharmacy, chain or other dispensing provider that has entered into a Network Contract with Blue Cross NC or its designee to provide Covered Prescription Drug Services to Members.
- 1.27 "Open Refill Transfer File" means a data file created by the Group Health Plan's previous pharmacy benefit manager containing its Members' mail prescriptions, thus enabling a subsequent pharmacy benefit manager, such as Blue Cross NC or its designee, to continue to fill those open mail prescriptions.
- 1.28 "Over-the-Counter Drugs" or "OTC Drugs" are products classified as OTC by Medi-Span as of the fill date based on the NDC-11 dispensed. OTCs are subject to cost share based on Brand or Generic drug designation.
- 1.29 "Paper Claims" means prescription drug services that are submitted to Blue Cross NC for adjudication through the use of a paper claim form, generally by a Member subsequent to the point of sale.

- 1.30 "Pharmacy Operations Manual" means the document to be distributed to Network Participants which describes the administrative policies and procedures of the Claims Adjudication System. The Pharmacy Operations Manual details the method for submitting Claims from the Network Participant to the Claims Adjudication System and procedures for the resolution of Claims rejected by the Claims Adjudication System.
- 1.31 "Pricing Source" means Medi-Span, or such other national drug database as Blue Cross NC may solely designate, which establishes and provides updates to Blue Cross NC no less frequently than once every three (3) days, or as otherwise required by law, regarding the AWP or other alternative pricing benchmark as determined by Blue Cross NC for Covered Prescription Drug Services.
- 1.32 "Provider Tax" means any tax on a Covered Prescription Drug Service and other services taxable in the jurisdiction required to be collected or paid by a retail or mail seller for a Covered Prescription Drug Service or the provider of the services.
- 1.33 "Specialty Pharmacy" means a designated pharmacy provider that provides Specialty Pharmacy Products.
- 1.34 "Specialty Pharmacy Product(s)" means a pharmaceutical that may be administered orally, by injection or by infusion; may be subject to limited availability or special handling, utilization management, AWP greater than six-hundred dollars, distribution or purchase arrangements from the Manufacturer; may require more support or patient educational services than commonly required for drugs obtained from retail pharmacies; or may be covered under either a medical or pharmacy Group Health Plan.
- 1.35 "Usual and Customary" or "U&C" means the lowest price, including any Dispensing Fee a Network Participant would charge a particular customer if such customer were paying cash for the identical prescription drug service on the date dispensed. This includes any applicable discounts including but not limited to senior discounts, frequent shopper discounts, and other special discounts offered to attract customers.
- 1.36 "Utilization Management" or "UM" means a broad collection of standard clinical products and services that are designed to encourage proper drug utilization in order to enhance Member outcomes while managing drug benefit costs for Plan Sponsor. Such services include, but are not limited to the following, Formulary exception, prior authorization, step therapy, quantity limits, restricted access, and retrospective DUR.

2. GENERAL SERVICES

- 2.1 **Plan Administrator Management Services.** Blue Cross NC will provide certain account management services as set forth herein.
- 2.1.1 Account Management. Blue Cross NC agrees to provide account services to support the overall effectiveness of the services provided under this Exhibit, and promote the integration of such services with operations. The account team will

facilitate and plan routine meetings with Plan Administrator to provide updates on program performance, present benefit consultations, and consult on operational improvements. Benefit design consultation and analysis may consist of analysis of different benefit designs, the financial impact of Copayment differentials, Pharmacy Network options, shifts in utilization patterns, generic savings opportunities, and Formulary options. The account team will also present new Blue Cross NC products and services to Plan Administrator, to support meeting their pharmacy program objectives. Other activities may include some or all of the following:

- (a) Research and propose solutions to Claims, eligibility, provider, and Member service issues;
- (b) Collaboration with Plan Administrator on an annual strategic plan and supporting work plans to coordinate the activity;
- (c) Attend quarterly face-to-face meetings with Plan Administrator;
- (d) Provide and interpret pharmacy reports, quarterly performance reports and semi-annual program updates. Conduct financial analysis of Blue Cross NC sponsored programs and products at the Group Health Plan level; and
- (e) Plan and coordinate implementation meetings for Blue Cross NC programs and services.

2.2 Claims Processing Information Management

- 2.2.1 Group Health Plan Information Management. Blue Cross NC or its designee will enter Group Health Plan and Pharmacy Network information as soon as practicable after receiving such information from Plan Administrator but agrees that it will enter such standard data no later than ninety (90) days after receiving the data from Plan Administrator. If Plan Administrator requests Blue Cross NC to enter such data sooner than ninety (90) days, the Parties will mutually agree on the time frame and any potential increased costs associated with such activities.
- 2.2.2 Adjudication of Claims. Blue Cross NC or its designee will adjudicate Claims for Covered Prescription Drug Services electronically submitted by Network Participants through the Claims Adjudication System or manually submitted by a Member as a Paper Claim, according to the Group Health Plan, Member eligibility, and other information submitted by the Plan Administrator. In adjudicating claims, Blue Cross NC will rely on the information provided to it by the Plan Administrator and will not be responsible for inaccuracies in the information. Adjudication will include eligibility and coverage determination under the Group Health Plan, including the calculation of allowable costs and applicable Copayment/Deductible,

or Coinsurance, payment of eligible claims, and notification of declined or ineligible Claims.

2.2.3 NDC File. Blue Cross NC or its designee will maintain a National Drug Code (NDC) File for prescription drugs and required elements for each NDC. Blue Cross NC or its designee will update the NDC File no less frequently than monthly with information provided by Pricing Source. The NDC file is provided for internal data purposes only and may not be used for pricing purposes.

2.3 **Web-based Tools, Products and Services.** Blue Cross NC or its designee shall offer several web-based products and services to Plan Administrator. Products range from communicating drug news and pipeline information, to an interactive, user-friendly Web site designed for Members.

2.4 **Contact Center Services**

2.4.1 Member Contact Center. Blue Cross NC or its designee will make available a toll-free customer service line for use by Members.

2.4.2 The Mail Service Pharmacy Contact Center. Blue Cross NC or its designee will make available a toll-free customer service line for use by Members utilizing the Mail Service Pharmacy.

2.4.3 Pharmacy Locator. Blue Cross NC or its designee will provide a means, either toll-free telephone line and/or electronic, for Members to contact to identify Network Participants in a particular area. The toll-free telephone line will be available during Pharmacy Help Desk hours.

2.4.4 Pharmacy Help Desk Service. Blue Cross NC or its designee will provide help desk service for pharmacist Claim inquiries twenty-four (24) hours a day, seven (7) days a week. This help desk service will also handle calls from Network Participants in the event they have questions concerning reconciliation reports provided to them for purposes of pharmacy payments.

2.5 **Clinical Services**

2.5.1 Formulary Management.

2.5.1.1 Blue Cross NC will provide Formulary clinical services in accordance with NCQA standards and all applicable state and federal laws.

2.5.1.2 Blue Cross NC will provide Formulary management services and will update the Formulary in a timely manner.

2.5.1.3 Blue Cross NC will coordinate Pharmacy & Therapeutics (P&T) Committee meetings at least quarterly and include developing agenda, therapeutic class

reviews, drug monographs and quarterly updates of Formulary publications available on Blue Cross NC's website.

- 2.5.2 **Utilization Management.** Blue Cross NC will provide cost containment programs in the form of Utilization Management programs on behalf Plan Sponsor and such services will be subject to additional fees as described in Exhibit A.
- 2.6 **E-Prescribing.** Blue Cross NC or its designee will support e-Prescribing transaction standards for eligibility, formulary, and medication history to allow prescribers to electronically send Members' prescriptions directly to a Network Participant from the point-of-care.
- 2.7 **Special Projects.** Special Projects may be mutually agreed to by the parties and described in an amendment to this Agreement as applicable, including any additional fees.
- 2.8 **Cooperation upon Termination.** Should Plan Sponsor terminate this Agreement, Blue Cross NC will provide all standard industry PBM transition/data files that will be used by the new PBM to minimize member disruption, including full historical NCPDP claims files, prior authorization files, accumulator files, mail open refill files, both pre and post termination date. Blue Cross NC reserves the right to charge a reasonable fee for these files.
- 2.9 **Access to Information.** Subject to the limitations in Article 15, if Plan Administrator needs pharmacy claims information from Blue Cross NC for audit or to conduct health care operations, Blue Cross NC shall give Plan Administrator access to that information if allowed by law, upon the completion of a data use agreement. Blue Cross NC reserves the right to restrict the provision of certain information it deems confidential, proprietary or a trade secret.
- 2.10 **Consulting Fees.** Plan Sponsor has contracted separately with Mark III Employee Benefits ("Group Consultant") for consulting services with regard to the Group Health Plan. In order to provide full consulting services, Group Consultant has contracted with Stealth Partner Group, an Amwins Company ("Pharmacy Consultant") to provide the Plan Sponsor with pharmacy consulting services specific to the Group Health Plan's pharmacy benefits. Plan Sponsor acknowledges and agrees to pay Blue Cross NC \$2.00 per Prescription Drug Claim], which shall represent consulting fees (the "Consulting Fee") that Plan Sponsor has requested that Blue Cross NC or its designee pay the Pharmacy Consultant. Plan Administrator further agrees to meet in person with Blue Cross NC two times during the Agreement Period to discuss the Pharmacy Program and performance. For purposes of this section, prescription drug claim shall mean any prescription drug paid under the pharmacy benefit, including brand or generic drugs, purchased via mail or retail. Such Plan Sponsor acknowledges that it has the sole financial responsibility for the payment of the Consulting Fee. Blue Cross NC or its designee has no obligation to pay the Consulting Fee until Plan Sponsor has submitted the corresponding funds to Blue Cross NC. No amount so transferred or paid by Plan Sponsor will be considered an asset of Plan Sponsor or its Group Health Plan, and Blue Cross NC will not have any obligation to Plan Sponsor with

respect to any interest or other earnings, if any, received by Blue Cross NC with respect to such amounts.

The Parties acknowledge that this provision does not restrict Plan Sponsor from changing or removing its consultants. The Plan Sponsor understands that changing its consultants identified above shall require notice as required under Article 18 of the Agreement.

Blue Cross NC or its designee shall pay Consulting Fees to the Pharmacy Consultant from its general assets on a quarterly basis after receiving such Consulting Fees from Plan Sponsor. Flat fee payments shall be paid as part of the first quarter commission payment. Should Blue Cross NC or its designee pay any amount of Consulting Fees to Consultant that Blue Cross NC or its designee, for any reasons, did not collect or was required to return to Plan Sponsor, Blue Cross NC or its designee shall notify Consultant and Blue Cross NC or its designee shall recoup such Consulting Fees.

The Plan Sponsor represents and warrants that the Consulting Fees are reasonable and are directly related to actual services rendered by the Pharmacy Consultant to the Plan Sponsor. The Plan Sponsor further represents and warrants that the Pharmacy Consultant does not provide services to the Plan Sponsor that would make the Pharmacy Consultant a fiduciary of the Group Health Plan, as defined in the Employee Retirement Income Security Act of 1974, as amended.

3. PHARMACY NETWORK SERVICES

- 3.1 **Network Utilization and Pricing.** Blue Cross NC or its designee will provide and maintain Pharmacy Network(s) to provide Covered Prescription Drug Services to Members. For the Pharmacy Network selected, the rates are described in Section 3.5 of this exhibit. In the event Plan Administrator elects to have Blue Cross NC maintain or administer additional Networks, the rates will be subject to change.
- 3.2 **Network Establishment and Maintenance.** Through the chosen Pharmacy Network(s), Members will have access to certain Network Participants that have (a) executed a Network Contract as required by Blue Cross NC or its designee (as amended from time to time), and (b) have agreed to provide Covered Prescription Drug Services to Members in accordance with a pharmacy reimbursement schedule and the terms of the Network Contract. Blue Cross NC or its designee will maintain Network Contracts with an adequate number of Network Participants in the various geographical areas where Members reside and will comply with all applicable regulatory access requirements. Blue Cross NC or its designee will furnish each Network Participant with Group Health Plan information in such a format and media as Blue Cross NC deems appropriate for the purpose of assisting such Network Participants in providing Covered Prescription Drug Services to Members. Blue Cross NC reserves the right to periodically change Network Participants in order to maintain satisfactory compliance with Blue Cross NC's policies on pricing, quality, and operations.

3.3 **Network Contracts.** Blue Cross NC will comply, or will require its designee to comply, with all laws applicable to pharmacy network contracts, including applicable state regulatory or other governmental agencies' filings if necessary (including, but not limited to, filings regarding all Network Participant terminations).

3.4 **Blue Cross NC Maximum Allowable Cost List.** Network Pharmacies will be required to accept Blue Cross NC's MAC List(s) for Members.

3.5 **Drug Pricing.**

Plan Sponsor will be invoiced for pharmacy claims based on the contracted rate with the pharmacy minus the member's coinsurance and deductible amounts. Schedule A provides a minimum annual effective rate for each level of discount.

See Schedule A for pricing terms and conditions. Schedule A will provide the underwriting terms and conditions and will be included as an exhibit to the pharmacy exhibit.

3.6 **Pharmacy Network Audit Services.** Blue Cross NC or its designee will perform pharmacy Claims audits to promote Network Participants' compliance with contractual obligations and applicable laws. Blue Cross NC or its designee will perform its pharmacy Claims audits pursuant to the authority granted to Blue Cross NC or its designee in the applicable Network Contracts. Such audits may include:

3.6.1 Daily Claims Review. Blue Cross NC or its designee will conduct manual review of selected questionable Claims by Network Participant from a population of Claims that meet or exceed a defined dollar threshold. Blue Cross NC or its designee will contact Network Participant and instruct pharmacist to reverse and reprocess the applicable Claim using accurate Claim information, when appropriate.

3.6.2 Desktop Audits. Blue Cross NC or its designee will perform desktop audits of Network Participants identified through the pharmacy audit profile, upon request, through Blue Cross NC's compliance hotline, or as otherwise identified by Blue Cross NC. Blue Cross NC or its designee will review and verify up to twelve (12) months of Claims by Network Participant and will contact Network Participant through correspondence to address questionable Claims issues. Blue Cross NC or its designee will request a copy of prescription to verify accuracy, when appropriate.

In certain cases, inaccurate Claims will result in a chargeback to the Network Participant. During each calendar year, Blue Cross NC or its designee will perform the number of desktop audits that equals nine percent (9%) of Network Pharmacies. If additional audits are needed, the volume and associated fees will be mutually agreed upon in advance.

3.6.3 On-Site Audits. Blue Cross NC or its designee will perform on-site audits of Network Participants identified through the pharmacy audit profile, upon request,

through Blue Cross NC's compliance hotline, or as otherwise identified by Blue Cross NC. Blue Cross NC or its designee will review and verify up to twenty-four (24) months of Claims at the Network Participant's location. Blue Cross NC or its designee will also verify Network Participant is in compliance with the Network Contract and the Pharmacy Operations Manual. In certain cases, inaccurate Claims will result in a chargeback to the Network Participant. During each calendar year, Blue Cross NC or its designee will perform the number of on-site audits that equals five percent (5%) of Network Pharmacies. If additional audits are needed the volume and associated fees will be mutually agreed upon in advance.

3.7 Network Participant Interface and Payments

- 3.7.1 Claims Submission. Network Participants will be required to submit Claims for Covered Prescription Drug Services to Blue Cross NC or its designee in accordance with the procedures detailed in the National Council of Prescription Drug Programs (NCPDP) Online Claims Submission Telecommunication Standard.
- 3.7.2 Claims Quality. Blue Cross NC or its designee will perform online edits of the information contained in the Claims based upon the provisions and guidelines of the applicable Group Health Plan. Missing, illegible or erroneous information will cause such Claims to be rejected and the Network Participant will be notified online according to the NCPDP standards for communicating such rejections. All rejected Claims must be resubmitted in their entirety.
- 3.7.3 Payment Methodology/Network Participant Reimbursement Calculation. Blue Cross NC or its designee will pay Claims consistent with the applicable Benefit Booklet. Reimbursement to the Network Participant will be based upon the agreed-upon pricing contained in the Network Contract with the Network Participant on the date the prescription transaction is processed, referred to as the Allowed Amount. The negotiated amount, or Allowed amount for Participating Pharmacies, will be: any provider or sales taxes, where applicable; plus the lesser of: (i) U&C; or (ii) the Pharmacy Network submitted cost plus the contracted Dispensing Fee; or (iii) the sum of the MAC or AWP less the contracted discount percentage plus the contracted Dispensing Fee.
- 3.7.4 Material Change to AWP. If after the Effective Date: (i) material changes to the formula, methodology or manner in which AWP is calculated or reported by the Pricing Source take effect or (ii) the Pricing Source ceases to publish AWP for the Covered Prescription Drug Services under this Agreement, then the financial terms of this Agreement shall be automatically adjusted at the time of such change to return the Parties to their commercially reasonable respective economic positions as they existed under the Agreement prior to such change. If the event described in item (ii) above occurs, the AWP pricing under this Agreement shall immediately and automatically be converted to an alternative comparable pricing benchmark.

3.7.5 Provider Taxes. Blue Cross NC will bill Plan Sponsor and Plan Sponsor will pay Blue Cross NC for any federal, state or local Provider Taxes payable with respect to any sales of Covered Prescription Drug Services to a Member, and will remit to Network Participant any such taxes collected from Plan Sponsor. Network Participant is required to submit a request for tax payment at the time of an on-line claim submission. Network Participant will remit any such Provider Taxes to the appropriate taxing authority. Network Participant will be solely responsible for any other taxes or surcharges associated with its performance under the Network Contract.

4. REBATE MANAGEMENT SERVICES

4.1 Negotiating Rebates.

On its own behalf, Blue Cross NC or its designee have entered into, and may in the future, enter into arrangements with Manufacturers under which a portion of prescription drug charges are rebated. In addition, pharmacy management vendors may receive administrative reimbursement or fees directly from Blue Cross NC or drug or other companies for administrative services they deliver for Blue Cross NC and those companies. These amounts are not considered rebates as described here. Pharmaceutical Rebates may be associated with drug claims processed under the Group Health Plan's pharmacy benefit. From time to time, Rebates may be received for prescription drugs provided under the medical benefit ("medical benefit Rebates"). These Rebates amount vary, and may change during the year, based upon the status of a drug in Blue Cross NC's prescription drug formulary, drug utilization, benefit coverage, unexpected generic launches, and other factors. Plan Sponsor retains sole and complete control to (i) select and change the formularies for its Plan, and (ii) determine and amend all benefit structures and terms under its Group Health Plan.

As described below, Blue Cross NC will credit to Group Health Plan's account the allocated rebates it receives from its pharmacy management vendor(s) after deducting the applicable Pharmacy Handling Fees.

4.2 Rebate Payments.

Blue Cross NC guarantees the group that the rebate credits for pharmacy claims processed during the current Agreement Period will be as provided in Schedule A.

Although the rebate per Eligible Brand Prescription Drug Claim may be more or less than the amounts Blue Cross NC receives under this Agreement, Plan Sponsor agrees to receive only the Rebate Payment

Plan Sponsor understands that certain Manufacturers will not pay Rebates for "cash business." "Cash business" may be defined differently by Manufacturers and final authorization to pay Rebates on "cash business" Claims (as defined by such Manufacturers), resides separately with each Manufacturer. Subject to the foregoing, for

purposes of this Agreement, “cash business” means those Claims involving payment of the entire cost of the drug by the individual receiving such drug due to such individual not being covered by any prescription drug benefit which provides for payment of the entire, or any portion of, the cost of the drug; provided, however, that Claims involving payment of the entire cost of the drug by the individual receiving the drug due to exhaustion of his or her prescription drug benefit will not be considered “cash business,” nor are Claims initially paid for by the Member where the Member is entitled to subsequent reimbursement from the provider of the prescription drug benefit coverage. Blue Cross NC will have the right, upon notice, to make an adjustment to the Rebates if rebate revenue is decreased because Brand Drugs lose their patent, move to generic status, or there is a change in law. Rebate payments are conditioned on Blue Cross NC processing all pharmacy claims under the Group Health Plan. Rebate guarantees are subject to change if Plan Sponsor carves out any portion of the pharmacy benefit to third party PBMs. Rebate guarantees include claims processed through in-house pharmacies, and assume hospital own-use claims are eligible for rebates (i.e. assume Plan Sponsor does not have 340b pricing). If Plan Sponsor has 340b pricing in place, rebate guarantees are subject to change.

4.3 Rebate Payment Schedule.

Rebate guarantees will be paid quarterly by Blue Cross NC within 180 days to Plan Sponsor with an annual reconciliation report of rebates received by Blue Cross NC provided to Plan Sponsor for each contract year anniversary date. Blue Cross NC will retain 50% of any overage discovered in that annual reconciliation, with such retention capped at a maximum of \$5.00 PEPM. The balance of rebates shall be paid to Plan Sponsor no later than 270 days of each contract year anniversary date, however rebates will not be paid without a fully executed and signed Agreement.

Plan Sponsor agrees all payments associated with rebates and any related interest are not due and owing to the Group Health Plan until Blue Cross NC actually pays them to the Plan pursuant to this Agreement. Plan Sponsor agrees that Blue Cross NC will deposit rebates in an interest-bearing account upon receipt from pharmacy management vendor(s) until distributed to the Group Health Plan, and interest earned will be retained by Blue Cross NC as additional compensation.

4.4 Rebates Upon Termination.

In the event the Pharmacy Benefit is terminated by Plan Sponsor prior to the end of the arrangement as described in Schedule A, Plan Sponsor will forfeit any unpaid rebates earned during that year to date, and Blue Cross NC may retain such rebates as additional compensation.

5 PHARMACY SERVICES

5.1 Mail Service Pharmacy Services.

- 5.1.1 Mail Service Pharmacy Pricing Terms. Plan Sponsor will pay Blue Cross NC for Covered Prescription Drug Services dispensed by the Mail Service Pharmacy in an amount equal to the contracted rate for each Covered Prescription Drug Service dispensed as specified in Schedule A, less the applicable Copayment/Deductible or Coinsurance amount. The applicable AWP will be based on the package size dispensed and the appropriate NDC.
- 5.1.2 Mail Service Pharmacy Covered Prescription Drug Services. The Mail Service Pharmacy will provide medications under the following guidelines:
- (a) The Covered Prescription Drug Services and days' supply limitation will be as set forth in the applicable Benefit Booklet.
 - (b) Based upon the prescription and Applicable Law, the Mail Service Pharmacy will provide a quantity of Covered Prescription Drug Services consistent with the Member's Benefit Booklet, subject to the quantity limitations written by the prescriber on the prescription, professional judgment of the dispensing pharmacist, limitations imposed on controlled substances and Manufacturer's recommendations. Prescriptions may be refilled providing the prescription so states. Prescriptions will not be filled (1) more than twelve (12) months after issuance, (2) more than six (6) months after issuance for controlled drug substances, or (3) if prohibited by Applicable Law.
- 5.1.3 Mail Service Pharmacy Dispensing Procedures.
- (a) The Mail Service Pharmacy shall dispense Covered Prescription Drug Services to Members, and dispense Generic Drugs when authorized, in accordance with (1) Applicable Law, and (2) the terms of this Agreement.
 - (b) All matters pertaining to the dispensing of Covered Prescription Drug Services or the practice of pharmacy in general are subject to the professional judgment of the dispensing pharmacist.
 - (c) Any drug which cannot be dispensed in accordance with the Mail Service Pharmacy's reasonable dispensing protocols, which requires special record-keeping procedures, or which requires special handling, may not be dispensed by the Mail Service Pharmacy, provided that the Mail Service Pharmacy provides Members with reasonably prompt notice of any such drug.
 - (d) If it becomes impracticable, for reasons of force majeure or otherwise, for the Mail Service Pharmacy to dispense prescriptions to Members under the Mail Service Pharmacy Service, the Mail Service Pharmacy shall use reasonable efforts to have prescriptions dispensed from an alternative Network Participant, subject to Applicable Law.

- 5.1.4 Mail Service Pharmacy Postage, Mailing, and Shipping. The Mail Service Pharmacy will be solely responsible for all standard postage, mailing and shipping expenses of Covered Prescription Drug Services provided to Members pursuant to this Agreement, except in the instance when a Member requests expedited shipping, in which case the expedited shipping expenses shall be the sole responsibility of the Member. The Mail Service Pharmacy shall have discretion to waive the expedited shipping fee, but it shall remain responsible for the postage.
- 5.1.5 Mail Service Pharmacy Complaint Procedures. The Mail Service Pharmacy shall make commercially reasonable efforts to resolve oral or written complaints in an informal process and to keep written records of events and actions surrounding each complaint that is not resolved to the Member's satisfaction, as much as is practicable.
- 5.2 **Specialty Pharmacy Services.** The following provisions apply only to services provided through the Specialty Pharmacy.
- 5.2.1 Specialty Pharmacy Services.
- (a) Blue Cross NC or its designee will use Member enrollment and benefit coverage information provided by Plan Administrator to determine Member eligibility and benefit coverage at the time of dispensing.
 - (b) The Specialty Pharmacy will collect from each Member their applicable Copayment/Deductible and/or Coinsurance fee for each prescription or refill in accordance with the Benefit Booklet.
 - (c) The Specialty Pharmacy may withhold prescription services to a Member for good cause if allowed by law including, but not necessarily limited to, Plan Sponsor's nonpayment of prescription services provided to Members; the Member's failure to pay for services rendered (e.g., Copayments/Deductibles and/or Coinsurance or other out-of-pocket costs); requests by Members for quantities of Specialty Pharmacy Products in excess of prescribed quantities or refill limitations or where, in the professional judgment of the dispensing pharmacist, the prescription should not be filled.
 - (d) The Specialty Pharmacy will attempt to dispense Generic Drugs in lieu of prescribed brand name Specialty Pharmacy Products if commercially available, consistent with the prescription, and consistent with the dispensing pharmacist's professional judgment and Applicable Law. In addition, the Specialty Pharmacy will comply with the Group Health Plan Formulary to the extent the Formulary applies to such Specialty Drug Products, unless the Specialty Pharmacy is otherwise directed by a prescribing provider via a prescription which contains the handwritten words "Dispense as Written" or "Brand Necessary", or such other equivalent indication as may be required by applicable laws or regulations to indicate the same intention.

- (e) Upon the Specialty Pharmacy's receipt of an appropriate Specialty Pharmacy Product prescription and any required Copayment/Deductible or Coinsurance from the Member, the Specialty Pharmacy will ship the Specialty Pharmacy Product to the Member or provider, as directed by the Member, via a third party carrier or any other comparable traceable method the Specialty Pharmacy may select.
- (f) The Specialty Pharmacy will make every reasonable effort to resolve oral or written complaints in an informal process and keep written records of events and actions surrounding each complaint that is not resolved to the eligible Member's or provider's satisfaction.

5.2.2 Specialty Pharmacy Dispensing Procedures.

- (a) The Specialty Pharmacy will dispense Specialty Pharmacy Products to Members when authorized, in accordance with (1) Applicable Law, and (2) the terms of this Amendment and Benefit Booklet.
- (b) All matters pertaining to the dispensing of Specialty Pharmacy Products or pharmacy in general are subject to the professional judgment of the dispensing pharmacist.
- (c) If it becomes impracticable, for reasons of force majeure or otherwise, for the Specialty Pharmacy to dispense prescriptions to Members, Specialty Pharmacy will use commercially reasonable efforts to have Specialty Pharmacy Products dispensed from an alternative specialty pharmacy, subject to Applicable Law.

5.2.3 Specialty Pharmacy Pricing Terms.

- (a) The Copayment/Deductible or Coinsurance amount for each prescription or refill dispensed through the Specialty Pharmacy will be as designated in the applicable Group Health Plan.
- (b) Claims for Specialty Pharmacy Products will be processed as soon as reasonably practicable following receipt. The applicable AWP will be determined as of the date on which the Claim is processed using the most recently loaded Pricing Source data.

5.2.4 Specialty Copay Solutions – Copay Maximization.

Plan Sponsor has elected to participate in the Specialty Copay Solutions – Copay Maximization Program. This program maximizes the value of eligible manufacturer-sponsored patient assistance coupon programs (coupon program) by

adjusting Member out-of-pocket liability to reach the full value of the benefit under the manufacturer's coupon program. In addition, the value of the manufacturer coupon will not be credited to Member deductible or out-of-pocket maximum amounts. The administrative fee for this program is \$125 per eligible specialty drug claim.

EXHIBIT J

PERFORMANCE GUARANTEES

A. Terms and Conditions

Blue Cross NC agrees to the following performance definitions, measures and standards (“Performance Guarantees”) for a period of one year beginning July 1, 2022 through June 30, 2023 (hereinafter the “Measurement Period”).

For each category described, performance will be measured by, and Administrative Fee Refunds (“AFR”), if any, will be calculated on the basis of Blue Cross NC’s audits, surveys or reports as described in this Exhibit. Where Blue Cross NC fails to achieve a Performance Guarantee, applicable AFRs, expressed as a percentage of the Medical Administrative Fee collected from the Plan Sponsor and/or the Group Health Plan, will be paid by Blue Cross NC as described below.

Blue Cross NC will place a maximum of **9%** of Medical Administrative Fees at risk. The Medical Administrative Fee is the Administrative Fee payable by the Group Health Plan to Blue Cross NC for administration of health benefits. Medical Administration Fee does not include fees for dental benefits, run-out services, commissions, and/or stop loss coverage.

The Plan Sponsor and/or the Group Health Plan reserve the right to have internal or external auditors verify the accuracy of Blue Cross NC’s reported results at their expense. Blue Cross NC reserves the right to replace or modify any Performance Guarantee if necessitated by the way Blue Cross NC tracks or measures the applicable Performance Guarantee. Any substitute Performance Guarantee will, to the extent reasonably possible, attempt to reflect the same underlying objective and performance level reflected in the original Performance Guarantee, consistent with this new measurement and/or tracking methodology. Blue Cross NC shall explain the reasons for the change and the substitute methodology in writing at least 30 days prior to such change.

1. The measures discussed herein are calculated based on the entire Measurement Period in accordance with Blue Cross NC’s performance measurement policies and procedures. The appropriate AFRs will be paid if the result fails to meet the established standard. An annual report of Performance Guarantee performance will be prepared by Blue Cross NC and provided to Plan Administrator no later than 90 days after the conclusion of the Measurement Period and will be the basis for payment, if any, pursuant to paragraph 4 of this section, below.
2. These Performance Guarantees and AFRs apply only in regard to health care services provided directly by Blue Cross NC. It is not intended to apply to any other service or coverage,

including but not limited to dental, life insurance coverage, and carve-outs such as vision and mental health.

3. Any material failure on the part of the Group Health Plan or its designee to perform on a timely basis those responsibilities specified in the Agreement that are necessary and integral to the Performance Guarantee made by Blue Cross NC shall void the Performance Guarantee, until such time as they have been corrected and the applicable Performance Guarantee and Blue Cross NC shall be held harmless. This includes, but is not limited to, retroactive requests from the Group Health Plan or its designee.
4. Blue Cross NC shall pay any amounts due to the Plan Sponsor and/or the Group Health Plan as a result of Blue Cross NC's failure to meet the Performance Guarantee. Payment shall be made 90 days following the conclusion of the current Measurement Period.
5. AFRs shall be a percentage of the actual Administrative Fees paid by the Plan Sponsor and/or the Group Health Plan. If the Plan Administrator, the Plan Sponsor and/or the Group Health Plan are delinquent in the payment of Administrative Fees, miscellaneous fees and/or the funding of claims as stated in this Agreement, the Performance Guarantees made by Blue Cross NC shall be void for the entire month during which the delinquency occurs. If the Group Health Plan is delinquent for three consecutive months, the Performance Guarantees made by Blue Cross NC shall be void for the entire current Measurement Period.
6. Notwithstanding the above, Performance Guarantees will become effective the later of the first day of the Measurement Period or the month following the receipt of a fully executed Agreement. When calculating the payout on Performance Guarantees measured on an annual basis, the Performance Guarantee will be deemed to have been met for portions of the Measurement Period prior to the execution of the Agreement.

B. Implementation (Fees at Risk: 2.00%)

| Standards | Administrative Fee Refunds (AFR) for Failure to Meet Standard |
|------------------|--|
|------------------|--|

(Note: Applicable Administrative Fee Refunds (AFR) will be paid based on Measurement Period results.)

1. Blue Cross NC will generate and mail Member ID cards prior to the effective date.

| | |
|--|-----------|
| Member ID cards mailed by the effective date | 0% Refund |
| Member ID cards mailed 1-5 days after the effective date | 1% Refund |
| Member ID cards mailed 6 or more days after the effective date | 2% Refund |

** The above standard is based on Blue Cross NC receiving accurate and complete enrollment data at least **45** days prior to the Group Health Plan's effective or renewal date to include enrollment data with addresses formatted to USPS standard.*

C. Customer Service (Fees at Risk: 4.00 %)

| Standards | Administrative Fee Refunds (AFR) for Failure to Meet Standard |
|------------------|--|
|------------------|--|

(Note: Applicable Administrative Fee Refunds (AFR) will be paid based on Measurement Period results.)

| | | |
|----|--|-------------|
| 1. | Average Speed to Answer will be thirty-one (31) seconds or less. | |
| | 30.9 Seconds or Less | 0.0% Refund |
| | 31-40 Seconds | 1.0% Refund |
| | 41 Seconds or Higher | 2.0% Refund |

Standard: (Will be based on ASO Performance Guarantee Unit results)

| | | |
|----|--|-------------|
| 2. | Abandonment Rate will be 5.0% or less. | |
| | 5.0 % or Less | 0.0% Refund |
| | 5.01% - 7.9% | 1.0% Refund |
| | 8.0% or Higher | 2.0% Refund |

Standard: (Will be based on ASO Performance Guarantee Unit results)

D. Claim Processing Service (Fees at Risk: 3.00 %)

| Standards | Administrative Fee Refunds (AFR) for Failure to Meet Standard |
|------------------|--|
|------------------|--|

(Note: Applicable Administrative Fee Refunds (AFR) will be paid based on Measurement Period results.)

| | | | |
|----|---------------------------------|------------------|-----------|
| 1. | Financial Accuracy Rate = 98.0% | 98.0 % or Higher | 0% Refund |
| | | 96.0% - 97.9% | 1% Refund |

| | |
|---------------|-----------|
| 94.0%-95.9% | 2% Refund |
| 93.9% or Less | 3% Refund |

(Will be based on Administrative Services Only (ASO) Unit results)

E. Definitions

1. “Abandonment Rate” is the percentage of Member calls that hang up while waiting for a Customer Service Professional to answer the call.
2. “Average Speed to Answer” is measured beginning when a Member arrives in the Customer Service Department queue and ending when a Customer Service Professional answers the call.
3. “Business Days” are Monday through Friday that Blue Cross NC is open for business.
4. “Calendar Days” are any day of the week, including weekends and holidays.
5. “Clean Claims” are those claims that do not require external investigation in order to process. External investigation means that Blue Cross NC must obtain information from a non-Blue Cross NC agent, contractor or subsidiary to process a claim.
6. “Enrollment Data” is comprised of those applications or other forms or statements completed and submitted by potential Members or electronic eligibility information submitted by the Plan Administrator.
7. “Financial Accuracy Rate” is based on claim errors which impact the actual dollars applied to the claim. This occurs when the Blue Cross NC claims processor or claims adjudication system produces an over or under payment. Financial Accuracy Performance is determined based on review of a random sample of paid claims, including adjusted claims (exclusive of zero-paid claims). This measure is calculated by dividing the absolute dollar value of the overpaid and underpaid tested claims by the total dollar amount paid (or should have paid) for the tested claims.
8. “Member” is a covered employee, a covered employee’s dependent or other eligible person who is enrolled in the Group Health Plan.
9. “Processing Time” is a measure based on the number of calendar days from the date of receipt of a claim by Blue Cross NC to either:
 - (i) The date the claim has passed all edits and is paid by issuance of a check, settled by payment voucher or denial notice is sent.

- (ii) Release of a response to the claimant by Blue Cross NC for those claim submissions, which do not include sufficient information for processing. These claims are closed on the date the response is issued. When the member re-submits the claim with additional information, the claim is processed as a new claim (For example, when a 'balance due' bill is submitted by the Member instead of an itemized bill, the claim would be processed again when the itemized bill is received).

Note: Blue Cross NC measures Processing Time for out-of-state claims processed through the national Blue Card program based on the time a claim is received by Blue Cross NC from the out-of-state Blue Cross Blue Shield plan that prices the claim until the claim has passed all edits and is returned by Blue Cross NC to the out-of-state Blue Cross Blue Shield plan for payment.

10. "Subscriber" is an employee who has enrolled in the Blue Cross NC Health Plan offered by their employer.

11. "Zero-paid claim" is defined as:

- (i) A properly denied claim;
- (ii) A Coordination of Benefits (COB) claim for which an allowed amount is determinable; or
- (iii) A claim for which valid Member liability exceeds plan liability.

SCHEDULE A



| Rowan County | |
|-----------------|----------|
| Effective Date: | 7/1/2022 |
| Members: | 1,361 |
| Employees: | 860 |

| CUSTOM PASSTHROUGH PRICING | |
|--|------------|
| Contract Period | Broad Plus |
| BRAND DISCOUNTS | |
| Retail Network | |
| 7/1/2022 to 6/30/2023 | 17.75% |
| Extended Supply Network (ESN) - 90 Day Channel | |
| 7/1/2022 to 6/30/2023 | 20.00% |
| Mail | |
| 7/1/2022 to 6/30/2023 | 24.50% |
| GENERIC DISCOUNTS | |
| Retail Network | |
| 7/1/2022 to 6/30/2023 | 82.05% |
| Extended Supply Network (ESN) - 90 Day Channel | |
| 7/1/2022 to 6/30/2023 | 86.15% |
| Mail | |
| 7/1/2022 to 6/30/2023 | 84.95% |
| BRAND DISPENSING FEES | |
| Retail Network | |
| 7/1/2022 to 6/30/2023 | \$0.45 |
| Extended Supply Network (ESN) - 90 Day Channel | |
| 7/1/2022 to 6/30/2023 | \$0.00 |
| Mail | |
| 7/1/2022 to 6/30/2023 | \$0.00 |
| GENERIC DISPENSING FEES | |
| Retail Network | |
| 7/1/2022 to 6/30/2023 | \$0.45 |
| Extended Supply Network (ESN) - 90 Day Channel | |
| 7/1/2022 to 6/30/2023 | \$0.00 |
| Mail | |
| 7/1/2022 to 6/30/2023 | \$0.00 |
| AGGREGATE SPECIALTY | |
| Discount | |
| 7/1/2022 to 6/30/2023 | 20.50% |
| Specialty Pharmacy Dispensing Fee | |
| 7/1/2022 to 6/30/2023 | \$0.00 |

Notes:

UR-8912

- Discounts are based on the actual NDC-11 dispensed on the fill date.
- Guarantees are based upon the above selected BCBS NC Network.
- Guarantees are based upon an implemented BCBS NC Extended Supply Network (90-day retail). If not implemented, Retail rates apply.
- Discount and Dispensing Fee rates exclude compound, long term care (LTC) pharmacy, home infusion (HIF) pharmacy, veterans affairs (VA) pharmacy, Indian/tribal/urban (I/T/U) pharmacy, 340b, Medicare/Medicaid, out-of-network, member-submitted, foreign, coordination of benefits (COB), 100% member-paid plans (i.e. discount cards), subrogation, paper, invalid, usual and customary (U&C) claims and non-specialty discount and dispensing fees also exclude specialty (as defined by the BCBS NC specialty drug management list) claims.
- For discount purposes, Specialty is defined by the BCBS NC specialty drug management list.
- Guarantees are based upon an exclusive specialty network arrangement.
- Aggregate Specialty Discount guarantees does not include limited distribution drugs nor any new specialty drugs brought to market and added to the specialty list during the term of each contract year.
- For discount and dispensing fees, Brand drugs are defined as drugs that have a Medi-Span multisource code field equal to "M", "N", or "O".
- For discount and dispensing fees, Generic drugs are defined as drugs available in sufficient supply that have a Medi-Span multisource code field equal to "Y".

| Rowan County | |
|-----------------|----------|
| Effective Date: | 7/1/2022 |
| Members: | 1,361 |
| Employees: | 860 |

| CUSTOM PASSTHROUGH PRICING | |
|---|------------|
| Contract Period | Enhanced |
| REBATE PER BRAND | |
| Retail and Extended Supply Network (ESN) - 30/90 Day Channels | |
| 7/1/2022 to 6/30/2023 | \$249.03 |
| Mail | |
| 7/1/2022 to 6/30/2023 | \$708.98 |
| Specialty | |
| 7/1/2022 to 6/30/2023 | \$1,567.00 |

Notes:

- Guarantees are based upon the above selected BCBS NC formulary.
- For rebate purposes, Specialty is defined by the BCBS NC Specialty Rebate List.
- Compound, long term care (LTC) pharmacy, home infusion (HIF) pharmacy, veterans affairs (VA) pharmacy, Indian/tribal/urban (I/T/U) pharmacy, 340b, Medicare/Medicaid, out of network, member-submitted, foreign, coordination of benefits (COB), 100% member-paid plan (i.e. discount card), subrogation, paper, invalid, vaccine, over-the-counter (OTC), and biosimilar claims are excluded from rebate guarantees.
- For rebate purposes, Brand drugs are defined as all drugs that have a Medi-Span multisource code field equal to "M", "N", or "O".
- Guaranteed rebates will be paid on all eligible claims, claims paid in full or in part by Plan Sponsor, incurred during the life of the contract.
- Pharmacy handling fees of \$2.65 per retail and specialty script and \$4.05 per mail script will be deducted from rebates at time of rebate settlement.
- If pharmacy coverage is terminated prior to 6/30/2023, Rowan County will forfeit any unpaid rebates.

| Rowan County | |
|-----------------|----------|
| Effective Date: | 7/1/2022 |
| Members: | 1,361 |
| Employees: | 860 |

Additional Caveats:

- For the purpose of reconciliation at contract year end, all guarantees are reconciled in aggregate, as long as the contract remains in effect.
- Guarantees are based on adoption and adherence of an above BCBS NC formulary, including associated utilization management and clinical Programs. BCBS NC reserves the right to equitably adjust the guarantees in the event there is a change in the formulary implementation of new or removal of existing clinical programs, changes to the pharmacy benefit plan design, changes of lock-out of drug classes, client formulary changes, unexpected market events, authorized generic launches, products launched at risk, introduction of biosimilars, products under patent litigation or new lower cost NDC priced net of rebates from the innovator.
- Members will pay the lower of the contracted rate, U&C, or their applicable copayment. Zero balance logic is not employed.
- Assumes client does not have 340B pricing.
- Guarantees provided does not include savings from DUR or other clinical programs.
- Specialty drugs dispensed through the medical benefit will not be included in reconciliation of guarantees.
- BCBS NC reserves the right to equitably adjust the guarantees in the event the number of covered members or pharmacy claims volume changes by greater than 20% during the contract year.
- BCBS NC reserves the right to equitably adjust guarantees if changes occur in any law, regulation, interpretation of a law or regulation, or within the PBM marketplace which lead to a significant deviation from the current economic environment, both parties agree to proactively amend the contract.
- Covid-19 related testing, vaccines, and treatments are excluded from guarantee reconciliation.
- Pricing includes a \$2.00 per rx fee to be paid to Amwins/Stealth by Prime Therapeutics.

SPECIFIC STOP LOSS INSURANCE CONTRACT

(With a Deductible)

THIS CONTRACT is entered into this July 1, 2022, by and between Rowan County (“Plan Sponsor”), Rowan County Group Health Plan (“Group Health Plan”) and Rowan County (“Plan Administrator”) and Blue Cross and Blue Shield of North Carolina, an independent licensee of the Blue Cross and Blue Shield Association, (“Blue Cross NC”) (collectively, the “Parties”).

RECITALS

WHEREAS, Plan Sponsor has established and maintains a self-funded Group Health Plan for certain of its employees and their dependents.

WHEREAS, the Group Health Plan and Plan Sponsor have entered into an Administrative Services Agreement with Blue Cross NC to perform services in administering the Group Health Plan (“Administrative Services Agreement”).

WHEREAS, the purpose of this contract is to limit Plan Sponsor’s claims liability under the Group Health Plan for an individual Member's Paid Claims, not to exceed the Specific Stop Loss Level elected during a single Contract Period. Blue Cross NC will provide limitation of Plan Sponsor liability for an individual Member’s Paid Claims whenever the total Specific Stop Loss claims for all Members exceed the Aggregating Specific Stop Loss Deductible for the Contract Period.

WHEREAS, Blue Cross NC is willing to provide for assumption of a certain portion of Plan Sponsor’s claims expense liability incurred under the Group Health Plan as set forth herein.

NOW, THEREFORE, in consideration of the mutual agreement and conditions contained herein, the Parties agree as follows:

1. DEFINITIONS

Wherever used in this contract, the following words and phrases shall have the following meanings, except as otherwise specifically stated or unless a different meaning is plainly required by the context.

- A. Contract Period-- shall mean the Plan Sponsor’s Specific Stop Loss coverage term as shown in the Notice for Stop Loss Insurance Coverage.
- B. Aggregating Specific Stop Loss Deductible – shall mean that amount of additional liability elected herein for total Specific Stop Loss claims for all Members for the Contract Period.
- C. Member -- shall mean employees, their dependents, or other eligible persons entitled to benefits under the terms and conditions of the Group Health Plan.
- D. Paid Claims -- shall mean claims released for payment by Blue Cross NC on any day during the given Contract Period, regardless of the date incurred, unless otherwise

indicated in the Notice for Stop Loss Insurance Coverage. Paid Claims do not include those claims paid on an exception basis, where Blue Cross NC has not agreed to accept liability under this contract. Paid Claims exclude (if applicable) "Care Management Fees" as that term is defined in the Administrative Services Agreement referenced herein.

- E. Specific Stop Loss -- shall mean whenever, during any one Contract Period, Paid Claims for any individual Member exceed the Specific Stop Loss Level elected herein. The Specific Stop Loss liability is determined by Blue Cross NC at the end of every month, as the amount that exceeds the Specific Stop Loss Level on a member basis for the Contract Period to date.

Credit will be applied on the next monthly billing statement.

2. ELIGIBILITY

Prior to the initial Contract Period and each renewal Contract Period thereafter, Plan Sponsor shall provide Blue Cross NC with the Group Health Plan document(s) (e.g., summary plan description (SPD)) and applicable corporate policies (e.g., leave of absence policies), herein incorporated by reference, that clearly defines all categories of Members on the Group Health Plan for the Contract Period. Categories of individuals not specifically and clearly referenced in the document(s) provided may be ineligible for reimbursement under this Stop Loss Contract.

3. PREMIUM PAYMENT

The method of payment of administrative fees described in the Administrative Services Agreement between the Plan Sponsor, the Group Health Plan and Blue Cross NC shall apply to payment of Stop Loss premiums.

4. NON-ACCUMULATION

Specific Stop Loss coverage is not accumulative from Contract Period to Contract Period.

5. SPECIFIC STOP LOSS LEVEL

The Specific Stop Loss Level for an individual Member's Paid Claims for this Contract Period is indicated in the Notice for Stop Loss Insurance Coverage.

6. AGGREGATING SPECIFIC STOP LOSS DEDUCTIBLE

The Aggregating Specific Stop Loss Deductible for each Contract Period is that Aggregating Stop Loss Level indicated in the Notice for Stop Loss Insurance Coverage.

7. NOTICE FOR STOP LOSS INSURANCE COVERAGE

Prior to the initial Contract Period and each renewal Contract Period thereafter, Blue Cross NC

shall provide the Plan Sponsor with a written Notice for Stop Loss Insurance Coverage, incorporated herein by reference including the following information:

- a. The beginning and ending dates of the Contract Period
- b. The Specific Stop Loss Level for an individual Member's Paid Claims for the Contract Period
- c. The rates to be charged for the Specific Stop Loss coverage for the Contract Period
- d. Names of Members to whom the Specific Stop Loss Level set forth in [Section 5] does not apply and the applicable Specific Stop Loss Level for such Members.
- e. The Aggregating Specific Stop Loss Deductible.

In the event of a conflict between this contract and the Notice for Stop Loss Insurance Coverage, the latter shall control.

8. CONTINUATION AND TERMINATION

This contract will continue in force during the initial Contract Period as set forth and during each subsequent Contract Period subject to the Plan Sponsor's timely payment of premiums for Specific Stop Loss Coverage at such rates as set forth in the Notice for Stop Loss Insurance Coverage and subject to the following termination provision:

This contract shall terminate immediately upon the occurrence of the first of the following: (i) when any payment of premiums is past due and the Plan Sponsor fails to pay any sum required hereunder within 30 days after a payment due date; provided Plan Sponsor has received prior written notice at least 15 days prior to termination; (ii) upon thirty (30) days' prior mutual written consent of the Plan Sponsor and Blue Cross NC; (iii) upon expiration of the Contract Period as specified herein (iv) upon termination of the Administrative Services Agreement. In the event the Plan Sponsor initiates termination of the Specific Stop Loss Insurance Contract prior to the end of a Contract Period, Blue Cross NC will retain all Specific Stop Loss premium and fees paid and terminate the Contract as of the date to which premiums are paid. Claims paid after the termination date of the Contract will not be subject to Specific Stop Loss coverage, except as stated in the Notice for Stop Loss Insurance Coverage.

9. RENEWAL

Renewal of this contract shall occur upon Blue Cross NC's issuance to the Plan Sponsor of the Notice for Stop Loss Insurance Coverage described in paragraph 7 of this Specific Stop Loss Insurance Contract and payment of premium or fee therefore.

10. MODIFICATION

This contract shall not be modified or changed except as set forth herein or upon mutual written consent of the authorized parties hereto. This contract shall function in addition to those terms

and conditions of the Administrative Services Agreement, which shall remain in full force and effect.

If, from the date of the stop loss quotation to the end of the Contract Period, any of the following events occur, Blue Cross NC may make an adjustment to Specific Stop Loss rates: (1) a change in benefits that materially affects Blue Cross NC's liability under the Contract; (2) a 10% or more increase or decrease in: the number of covered persons compared to the number of covered persons quoted; or the demographic factor, including but not limited to the age/sex make-up of the group or geographic location of enrollees; (3) a 10% or more change or shift in contract types.

Blue Cross NC will give the Plan Sponsor written notice of any adjustment to Specific Stop Loss rates permitted under this section not less than 30 days before the adjustment becomes effective. Such adjustment shall not become effective without the written consent of the Plan Sponsor.

11. LIMITATION OF LIABILITY

This contract shall not bring about liability of Blue Cross NC to any party or individual other than the Plan Sponsor.

12. BLUE CROSS BLUE SHIELD ASSOCIATION

The Plan Sponsor, on behalf of itself and its participants, hereby expressly acknowledges its understanding that this contract constitutes a contract solely between the Plan Sponsor and Blue Cross NC, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, permitting Blue Cross NC to use the Blue Cross and Blue Shield Service Mark in the State of North Carolina and that Blue Cross NC is not contracting as an agent of the Blue Cross and Blue Shield Association. The Plan Sponsor, on behalf of itself and its participants, further acknowledges and agrees that it has not entered into this contract based upon representations by any person other than Blue Cross NC and that no person, entity or organization other than Blue Cross NC shall be held accountable or liable to the Plan Sponsor for any of Blue Cross NC's obligations to the Plan Sponsor created under this contract. This paragraph shall not create any additional obligations whatsoever on the part of Blue Cross NC other than those obligations created under other provisions of this contract.

13. OVERPAYMENTS AND THIRD PARTY LIABILITY

The defense of any legal action instituted on a claim for benefits under the Group Health Plan to which this Specific Stop Loss Insurance Contract applies shall be the obligation of the Plan Sponsor. Blue Cross NC, at its own election and expense, shall have the right to participate with the Plan Sponsor in the defense or appeal of any action, suit or proceeding in which Blue Cross NC, in its sole discretion, determines that it may become involved.

The Plan Sponsor agrees to inform Blue Cross NC of any legal action instituted on a claim for

benefits under the Group Health Plan which does or which may involve liability of Blue Cross NC under this Specific Stop Loss Insurance Contract provision. Such notification shall be in the form of a written memorandum and shall be accompanied by copies of any summons, subpoenas, pleadings, motions, and/or orders concerning the legal action.

The Plan Sponsor undertakes to prosecute any and all valid claims that the Plan Sponsor may have against third parties including without limitation, amounts identified through claims audit, coordination of benefits, non-duplication of benefits, workers' compensation, and subrogation arising out of any occurrence resulting in a loss payment by the Plan Sponsor and to account for any amounts recovered.

Any coordination of benefits refunds or third party liability amounts received or recovered by the Plan Sponsor with respect to the Group Health Plan shall be used to pay court costs and attorney fees (if any) and, if such amounts are attributable to claim payments included in the Group Health Plan's experience for any Contract Year during which the Specific Stop Loss Level was exceeded, to reimburse Blue Cross NC for any amount that it may have paid or become liable to pay the Plan Sponsor under this Specific Stop Loss Insurance Contract during the current contract year. The Plan Sponsor may deduct attorney's fees and court costs that it incurs in prosecuting any subrogation claim or other recovery action from the gross amount of any recovery, prior to reimbursing Blue Cross NC for any claim payment made pursuant to the Contract. Thereafter, all remaining amounts shall be applied in the manner determined by the Plan Sponsor or Plan Administrator.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this contract to be effective as of the date first above written.

Signed for: Plan Sponsor

By: _____
Signature of Authorized Official

Name: _____

Title: _____

Date: _____

Signed for: Plan Administrator and Group Health Plan

By: _____
Signature of Authorized Official

Name: _____

Title: _____

Signed for Blue Cross and Blue Shield of North Carolina

By: Tunde Sotunde, M.D.
Tunde Sotunde, M.D. (Jul 8, 2022 13:56 EDT) _____
Signature of Authorized Official

Name: Tunde Sotunde, M.D.

Title: President and Chief Executive Officer

Date: Jul 8, 2022 _____

Date: _____

**NOTICE
FOR
STOP LOSS INSURANCE COVERAGE**

Rowan County
Group Number: 14161963

Contract Period: 7/1/2022 to 6/30/2023
Coverage: Medical and Prescription Drug

Specific Stop Loss

Contract Type: Paid in 12
Level: \$100,000
Cumulative Specific Stop Loss Deductible: \$150,000
Specific Lifetime Maximum: Unlimited
Rate Per Month Per Contract Type: \$152.37

- The Employer is responsible for providing Blue Cross NC with current eligibility language.
- The Employer is responsible for administering their member eligibility correctly.
- Claims paid on ineligible members based upon the Employer's written eligibility language will NOT be eligible for Stop Loss coverage.
- Stop Loss reimbursement for claims in excess of the specific deductible are subject to member eligibility verification. Blue Cross NC requires that the employer provide the Summary Plan Description (SPD) and Leave of Absence language no later than 90 days after the policy's effective date. Specific Stop Loss claims will not be reimbursed until these documents have been received.
- Paid Claims shall mean claims released for payment by Blue Cross NC on any day during the given Contract Period, regardless of the date incurred.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to
execute this Notice as of the date first above written.

Signed For: Rowan County

By _____
Print Name and Title of Authorized Official

Signature of Authorized Official

Date: _____

Signed For: BLUE CROSS BLUE SHIELD OF NORTH CAROLINA

By Tunde Sotunde, M.D.
Tunde Sotunde, M.D. (Jul 8, 2022 13:56 EDT)

Date: Jul 8, 2022

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Caleb Sinclair
DATE: 07/18/2022
SUBJECT: Purchase of Caterpillar 826 Articulated Trash Compactor

Rowan County Environmental Services budgeted for the replacement of a Trash Compactor. State law and purchasing policy allows for purchases from North Carolina State Contract GS 143-129(e)(7),(e)(9),(e)(9a). State Contract 760H allows for purchase of trash compactor from Carolina CAT. Attached is a copy of the quote from Carolina CAT for the purchase not to exceed \$964,502.34. This amount is with in FY23 budget.

Board of Commissioners to authorize the purchase of a trash compactor from Carolina CAT in an amount not to exceed \$964,502.34.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| Quote | 7/11/2022 | Cover Memo |

Carolina



CAROLINA CAT
P.O. BOX 1095
CHARLOTTE, NC 28201-1095
WWW.CAROLINACAT.COM

Paul Carpenter
Territory Manager
Charlotte

QUOTATION/SALES ORDER



S
O
L
D

T
O

Rowan County Enviromental Landfill
PO Box 430
East Spencer, NC 28039

S
H
I
P

T
O

CONTACT: Jeff Boyd

CONTACT:

| SALESMAN | ACCOUNT NUMBER | ORDER NUMBER | CUSTOMER P.O. NUMBER |
|-------------|----------------|--------------|----------------------|
| P Carpenter | 688925 | | |

| DATE | FOB | SHIP VIA | WHEN |
|----------|-----------|----------|------|
| 7/5/2022 | Charlotte | Ccat | |

| | List | 22% Disc |
|--|----------------------------|-----------------------|
| Caterpillar 826K Articulated Trash Compactor | \$1,059,590 | \$826,480 |
| Caterpillar Aug (5%) price inc. | \$52,979 | \$41,324 |
| Caterpillar Jan 1st 2023 (5%) price increase | \$52,979 | \$41,324 |
| Standard Items included | | |
| Optional Equipment (10% Discount on Optional Eq.) | | |
| Cab Deluxe with AC | \$0 | |
| No Sound suppression | \$0 | |
| Dual Precleaner | \$3,210 | |
| No Spin Front and Rear Axles | \$5,900 | |
| Std Hyd | \$0 | |
| Product Link | \$0 | |
| 48" Diamond Tip Wheels (15,000 hour ltd warranty) | \$48,420 | |
| Swing out Stair case | \$10,190 | |
| Striker Bars (No Fingers) | \$0 | |
| 120V Engine Coolant heater | \$379 | |
| AM/FM Bluetooth Radio | \$865 | |
| Rear Fan and Grill Guard | \$5,280 | |
| Semi U Blade | \$35,875 | |
| Differential Guard Kit | \$0 | |
| Caterpillar Aug (5%) price inc. | \$5,506 | |
| Caterpillar Jan 1st 2023 (5%)price inc. | \$5,506 | |
| Total | \$121,131 | \$109,018 |
| Additional Items not on State Contract | | |
| Fire Suppression | | \$16,500 |
| 60 Month / 10000 Hour PT and Hyd + Tech | | \$55,870 |
| Options - Not Included | | |
| GNSS Mppping SBAS (Cab Visibility) | \$18,980 | |
| GNSS Mppping RTK (Cab/Office Visibility and Reporting) | \$24,640 | |
| 48" Combo Wheels | \$0 | |
| Striker Bars with Cleaner Fingers | \$6,500 | |
| Machine Price for NC State Contract 760H I-quote # 206556 Revision 2 | | |
| TOTALS | \$72,370.00 | \$1,018,145.34 |
| TERMS: Payment due upon receipt of invoice. | Total List | \$1,090,515.34 |
| | Freight & Prep | 0.00 |
| WARRANTY: Standard 12 month warranty/ Unlimited Hours | Add.Dealer Discount | 126,013.00 |
| INSURANCE: | Subtotal | \$964,502.34 |
| CSA: | sales tax | |
| TRADE-IN: MAKE: | Subtotal | \$964,502.34 |
| MODEL: | Grand Total | \$964,502.34 |
| S/N: | | |
| SUBMITTED BY: Brian Hoffman | ACCEPTED 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: Anna Bumgarner and Micah Ennis
DATE: 7/18/2022
SUBJECT: Contract with Genesis – A New Beginning for DSS

Department of Social Services would like to enter into a contract with Genesis – A New Beginning to provide psychological and substance abuse services to referred clients. The contract will be for July 1, 2022- June 30, 2023 and will not exceed \$95,000.

Attached is the proposed contract with Genesis – A New Beginning.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Genesis – A New Beginning to provide psychological and substance abuse services to referred clients in an amount not to exceed \$95,000.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| Contract | 7/11/2022 | Cover Memo |



ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Director
DEPT: Social Services
DATE: 6/23/2022
SUBJECT: Genesis – A New Beginning

PURPOSE OF CONTRACT:

This vendor provides psychological and substance abuse services to referred clients.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:

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

Signature of Director

DATE

Contract # Fiscal Year Begins 07-01-22 Ends 06-30-23

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 20-0263106 and DUNS Number (required if funding from a federal funding source).

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

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

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

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

3. Effective Period: This contract shall be effective on 07-01-22 and shall terminate on 06-30-23, 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 \$ \$95,000.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds

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

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

☐ In-kind

☐ Cash

☐ Cash and In-kind

☐ Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed \$95,000.00.

6. Reversion of Funds:

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

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

| IF DELIVERED BY US POSTAL SERVICE | | IF DELIVERED BY ANY OTHER MEANS | |
|-----------------------------------|-------------------------------|---------------------------------|--------------------------|
| Name & Title | Micah M. Ennis, Director | Name & Title | Micah M. Ennis, 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 | Micah.Ennis@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 | 245 Le Phillip Ct | Street Address | 417 N. Main Street, Suite B |
| City State Zip | Concord, NC 28025 | City State Zip | Salisbury, NC 28144 |
| 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 | 6-21-22 Date |
| Terry M. Wise Printed Name | Vice President Title |

COUNTY

| | |
|---|-------------------|
|  Signature (must be legally authorized to sign contracts for County DSS) | 7/7/2022 Date |
| Micah M. Ennis 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 20-0263106

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Genesis – A New Beginning
2. *If different* from Contract Administrator Information in General Contract:
Address 417 N. Main Street, Suite B
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 January through December

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, behavioral health services, 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 Roxie Cashwell, Social Work Services Program Administrator, 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.
- Partner Providers Delivering the Trauma-Intensive Comprehensive Clinical Assessment (TI-CCA) and Evidence Based Treatment (EBT) will:
- Utilize and adhere to the protocols approved by the PFE Leadership Team that outline the processes and timelines for service referral for the TI-CCA and Evidence Based Treatment (EBT), information sharing, and coordination of care.
- Notify Program Administrator Roxie Cashwell at 704-216-8446 or via email at Roxie.Cashwell@rowancountync.gov of any challenges/barriers to implementing the protocols adopted by the PFE Leadership Team;
- Meet every other month (Aug., Oct., Dec., Feb. April, June) on the second Monday of the month from 11:00am – 12:00pm at RCDSS (blue conference room), as part of the PFE Partners Team, to review implementation progress and resolve implementation barriers.

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.
- Utilize and adhere to the protocols approved by the PFE Leadership Team that outline the processes and timelines for trauma screening, service referral, information sharing, and coordination of care, and according to the protocol;

- Notify Program Administrator Roxie Cashwell at 704-216-8446 or via email at Roxie.Cashwell@rowancountync.gov of any challenges/barriers to implementing the protocols adopted by the PFE Leadership Team;
- Meet regularly, as part of the PFE Leadership Team, and the PFE Partners Team to review implementation progress and resolve implementation barriers.

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)

Batterers Intervention (male) Program
Updates
Exits

Tier II Service (\$30.00)

Intake (if completed after an assessment) \$30.00

Tier III Service (\$40)

Anger Management Group
Batterers Intervention (female) Program
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 (\$250.00)

Adult Holistic Assessment: \$250.00

Drug and Alcohol Testing

| <u>Test Type</u> | <u>Genesis Office</u> | <u>Field Location</u> |
|---|-----------------------|-----------------------|
| THC Levels | \$15 | \$25 |
| 12 Panel Urine | \$30 | \$45 |
| 16 Panel Screen | \$35 | \$50 |
| Drug Screen Lab Verification | \$30 | |
| Hair Follicle | \$127 | \$137 |
| Nail Test (5 panel) additional \$35 each substance not included. | \$127 | \$142 |
| Bath Salt | \$82 | \$92 |
| Expanded Bath Salt | \$103 | \$113 |
| Urine Verification for Fentanyl | \$65 | |
| Urine Verification for all other drugs | \$35 | |
| Hair follicle tests for Fentanyl | \$237 | |

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.

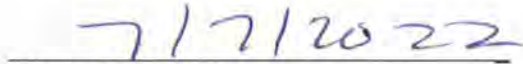
E. Details of Billing process and Time Frames: Work under this Contract will commence on July 1, 2021 and will be completed no later than June 30, 2022 (Contract Term), subject to any modifications provided for in the Contract Documents. No work shall be deemed complete until it is accepted by the County's Contract Manager (Project Officer).

Genesis – A New Beginning will bill Rowan County Department of Social Services. Bills will be forwarded to Beverly Kruger at Rowan County Department of Social Services.

F. Area to be served/Delivery site(s): Services will be provided at **Genesis – A New Beginning, 417 North Main Street, Suite B, Salisbury NC 28144** or in an agreed upon location that best serves the identified client.



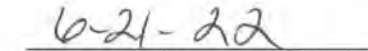
(Signature of County Authorized Person)



(Date Submitted)



(Signature of Contractor)



(Date Submitted)

FEDERAL CERTIFICATIONS**The undersigned states that:**

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

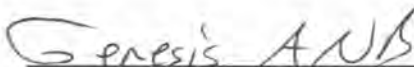
☐ He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee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

OR

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


 Signature


 Title


 Contractor Name


 Date

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

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
 - 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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street 417 N Main St Suite B

City, State, Zip Code Salisbury NC 28144

Street 245 Le Phillip Ct NE

City, State, Zip Code Concord NC 28025

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

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Instructions

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

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

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

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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

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

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

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

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

| | | | | | |
|--|--|--|--|---|--|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | | 2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award | | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ Quarter _____ Date Of Last Report: _____ | |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier (if known) _____ Congressional District (if known) _____ | | | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District (if known) _____ | | |
| 6. Federal Department/Agency: | | | 7. Federal Program Name/Description: CFDA Number (if applicable) _____ | | |
| 8. Federal Action Number (if known) | | | 9. Award Amount (if known) \$ | | |
| 10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary) | | | b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary) | | |
| 11. Amount of Payment (check all that apply): \$ _____ actual planned | | | 13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ | | |
| 12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____ | | | | | |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(attach Continuation Sheet(s) SF-LLL-A, if necessary): | | | | | |
| 15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | |
| 16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | | Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____ | | |
| Federal Use Only | | | Authorized for Local Reproduction Standard Form - LLL | | |

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

Genesis – A New Beginning

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]
Signature of Organization Official

10-21-22
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Cabarrus

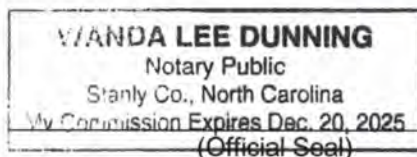
I, Wanda Lee Dunning, Notary Public for said County and State, certify that

Terry M Wise personally appeared before me this day and acknowledged

that he/she is Vice President of Genesis A New Beginning [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 21 day of June, 2022.

Sworn to and subscribed before me this 21 day of June, 2022



Wanda Lee Dunning

Notary Public

My Commission expires December 20, 2025



Date of Certification 6/21/2022

To: State Agency Head and Chief Fiscal Officer

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 M Wise and Donna B Wise being duly sworn, say that we are the Board Chair and 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.

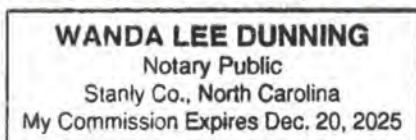
Terry M Wise
Board Chair – Printed Name

Donna Wise
President – Printed Name

[Signature]
Corporate Officer – Signature

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

Wanda Lee Dunning My Commission Expires: December 20 2025
(Notary Signature and Seal)



ATTACHMENT F

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Rowan County Department of Social Services/Human Services


Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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



Signature



Title

Genesis ANB

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

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.

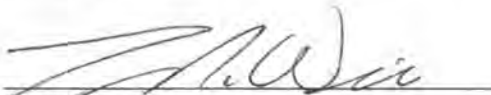
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person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

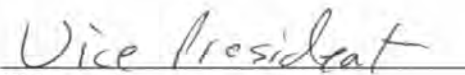
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(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



Date

(Certification signature should be same as Contract signature.)

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
- (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: Genesis ANB

Contractor's Authorized Agent: Signature Terry M. Wise Date 6-21-22

Printed Name Terry M. Wise Title Vice President

Witness: Signature Donna Wise Date 6-21-22

Printed Name Donna Wise Title President

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

ATTACHMENT N

Rowan County Department of Social Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front-line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

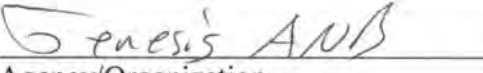
- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

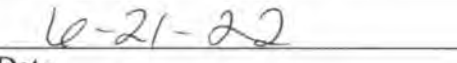
V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).


Signature


Title


Agency/Organization


Date

(Certification signature should be same as Contract signature.)



GENE-AN-01

JJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2022

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

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

| | | | |
|---|--|--------------------------------------|---------------|
| PRODUCER 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) 374-9403 | |
| INSURED Genesis - A New Beginning, Inc. 391 Knoll Court Concord, NC 28025 | E-MAIL ADDRESS: | | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Philadelphia Indemnity Ins Co | | 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 | | | | | | |
| | | X | | PHPK2365345 | 1/11/2022 | 1/11/2023 | 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 |
| | | | | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | |
| | OTHER: | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | |
| | <input type="checkbox"/> ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | | | | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ 1,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | PHUB798827 | 1/11/2022 | 1/11/2023 | |
| | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liab | | | PHPK2365345 | 1/11/2022 | 1/11/2023 | Each Claim 1,000,000 |
| A | Professional Liab | | | PHPK2222581 | 1/11/2021 | 1/11/2022 | Aggregate 3,000,000 |

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

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| Rowan County DSS 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 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2022

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

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

| PRODUCER AP INTEGO INSURANCE GROUP, LLC 375 Woodcliff Dr. Suite 103 Fairport NY 14450 | | CONTACT NAME: AP Intego Insurance Group, LLC PHONE (A/C, No, Ext): 888-289-2939 FAX (A/C, No): E-MAIL ADDRESS: certs@apintego.com | | | | | | | | | | | | | | | |
|--|--------|---|--|-------------------------------|--------|-----------------|-------|-------------|--|-------------|--|-------------|--|-------------|--|-------------|--|
| INSURED Genesis A New Beginning, Inc 245 Le Phillip Ct NE Concord NC 28025 | | <table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : CNA</td><td>41345</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 : CNA | 41345 | INSURER B : | | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | | | |
| INSURER A : CNA | 41345 | | | | | | | | | | | | | | | | |
| 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 |
|----------|---|--------------------|---------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> 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"/> PROJECT <input type="checkbox"/> LOC | | | | | 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 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | 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 <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | 6012221594 | 07/01/2021 | 07/01/2022 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <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 |
| | | | | | | |

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

CERTIFICATE HOLDER

Rowan County Department of Social Services

1813 East Innes Street

Salisbury

NC 28146

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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Clear All

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Genesis A New Beginning

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

245 Le Phillip Ct NE

6 City, state, and ZIP code

Concord NC 28025

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 0 - 0 2 6 3 1 0 6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

6-21-22

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis
DATE: 7/18/2022
SUBJECT: Contract with Children's Homes of Iredell County, Inc. for DSS

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

Attached is the proposed contract with Children's Homes of Iredell County, Inc.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Children's Homes of Iredell County, Inc. for therapeutic foster care services in an amount not to exceed \$240,000.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| Contract | 7/11/2022 | Cover Memo |



ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Director
DEPT: Social Services
DATE: 6/23/2022
SUBJECT: Children's Homes of Iredell County, Inc.

PURPOSE OF CONTRACT:

This vendor provides therapeutic foster care for children in DSS custody.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:

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

Signature of Director

7/7/2022

DATE

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

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Children's Homes of Iredell County, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-1050648 and DUNS Number (required if funding from a federal funding source). 089674418

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Combined Federal Certifications (Attachment C)
- (5) Conflict of Interest Policy (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) *If applicable*, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
- (8) Certification of Transportation (Attachment J)
- (9) *If applicable*, IRS federal tax exempt letter or 501(c)3 (Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (10) Certain Reporting and Auditing Requirements (Attachment L)
- (11) State Certification (Attachment M)
- (12) Attachment N - Non-Discrimination, Clean Air, Clean Water
- (16) Contract Determination Questionnaire (required)

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

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

3. Effective Period: This contract shall be effective on 7/1/2022 and shall terminate on 6/30/2023, This contract must be twelve months or less.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 240,000.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds

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

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

| | |
|---|--|
| <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 \$240,000.00.

6. Reversion of Funds:

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

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

| IF DELIVERED BY US POSTAL SERVICE | | IF DELIVERED BY ANY OTHER MEANS | |
|-----------------------------------|--|---------------------------------|--|
| Name & Title | Lisamarie Trivett/Executive Director | Name & Title | Lisamarie Trivett/Executive Director |
| Company Name | Children's Homes of Iredell County, Inc. | Company Name | Children's Homes of Iredell County, Inc. |
| Mailing Address | PO Box 451 | Street Address | 134 East Water Street |
| City State Zip | Statesville NC 28687 | City State Zip | Statesville NC 28677 |
| Telephone | 704.871.2289 x371 | | |
| Fax | 704.871.8262 | | |
| Email | ltrivett@chomesofiredell.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:

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.

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.

(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.

Rosamarie Turrett
Signature

4/21/2022
Date

Lisamarie Trivett
Printed Name

Executive Director
Title

COUNTY

Signature (must be legally authorized to sign contracts for County DSS)

Date _____

Printed Name Michah Ennis

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 _____

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

Children's Homes of Iredell County, Inc.

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

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

Oversight

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

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

Miscellaneous

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

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

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

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

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

Children's Homes of Iredell County, Inc. or phrase shall be read to include the plural and vice versa.

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

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

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

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B – Scope of Work

Federal Tax Id. or SSN 56-1050648
Contract #

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Children's Homes of Iredell County, Inc.
2. *If different* from Contract Administrator Information in General Contract:
Address

Telephone Number: Fax Number: Email:

3. Name of Program (s):

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

5. Contractor's Financial Reporting Year July through June

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

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Level I Residential Child Care

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

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

2. Negotiated County Rate.

Additional county funds per individual client agreements.

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

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

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

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

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

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

II. Private Partner

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

Provide Services:

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

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

Communication and Planning:

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
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)

7/17/2022
(Date Submitted)


(Signature of Contractor)

4/21/2022
(Date Submitted)

FEDERAL CERTIFICATIONS**The undersigned states that:**

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

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

OR

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

Lisamarie Turrett
Signature

Executive Director
Title

The Children's Homes of Iredell County Inc.
Contractor Name

4/21/2022
Date

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

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street

134 East Water Street

P.O. Box 451

City, State, Zip Code

Statesville, NC 28677

Statesville, NC 28687

Street

City, State, Zip Code

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

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Instructions

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

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originates may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

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

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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

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

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

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

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

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

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

| | | |
|---|---|---|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ Quarter _____ Date Of Last Report: _____ |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier (if known) _____ Congressional District (if known) _____ | | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District (if known) _____ |
| 6. Federal Department/Agency: | | 7. Federal Program Name/Description: CFDA Number (if applicable) _____ |
| 8. Federal Action Number (if known) | | 9. Award Amount (if known) \$ |
| 10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i> | | b. Individuals Performing Services <i>(including address if different from No. 10a.) (last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i> |
| 11. Amount of Payment (check all that apply): \$ _____ actual planned | | 13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ |
| 12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____ | | |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary):</i> | | |
| 15. Continuation Sheet(s) SF-LLL-A attached: <div style="float: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> | | |
| 16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____ |
| Federal Use Only | | Authorized for Local Reproduction Standard Form - LLL |

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of North Carolina

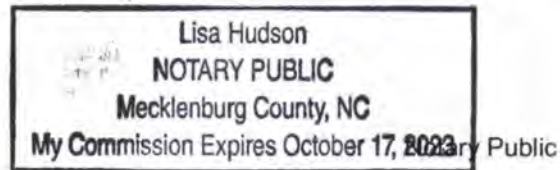
County Mecklenburg

I, Lisa Hudson, Notary Public for said County and State, certify that
Lisamarie Trivett personally appeared before me this day and acknowledged
that he/she is Executive Director of Children's Homes of Iredell County, Inc.
[name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of
Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on
the 19th day of July, 2017.

Sworn to and subscribed before me this 21st day of April, 2022.

Lisa Hudson
(Official Seal)



My Commission expires October 17, 2023

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

The Children's Homes of Iredell County Inc.
Name of Organization

Lisamarie Trivett
Signature of Organization Official

Children's Homes of Iredell County, Inc.

Conflict of Interest Policy Example

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

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

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

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

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
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:

##ContractorName##

Name of Organization *The Children's Homes of Iredell County Inc.*

Lisamarie Thirett

Signature of Organization Official

4/21/2022

Date

Children's Homes of Iredell County, Inc.

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

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



Children's Homes of Iredell County, Inc.
Address: PO Box 451
Statesville, NC 28677

April 21, 2022

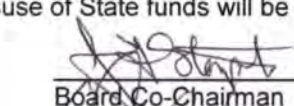
To: State Agency Head and Chief Fiscal Officer

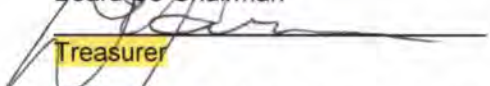
Certification:

We certify that the Children's Homes of Iredell County, 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.

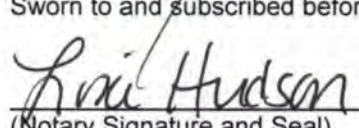
Sworn Statement:

Jim Staples and Don Koepnick being duly sworn, say that we are the Board Co-Chairman and Treasurer, respectively, of The Children's Homes of Iredell County, Inc. of Statesville 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 Co-Chairman


Treasurer

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

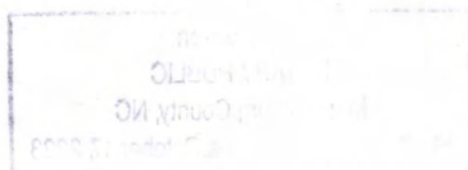

(Notary Signature and Seal)

Lisa Hudson
NOTARY PUBLIC
Mecklenburg County, NC
My Commission Expires: 10-17-23
My Commission Expires October 17, 2023

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:
NCGrants@osbm.nc.gov-(919)807-4795

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

257-1



R. H. Hester

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

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

Lisamarie Grunett
Signature

Executive Director
Title

The Children's Homes of Iredell
Agency/Organization *County Inc.*

4/21/2022
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.

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
- (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: The Children's Homes of Iredell County Inc.

Contractor's Authorized Agent: Signature Lisamarie Trivett Date 4/21/2022

Printed Name Lisamarie Trivett Title Executive Director

Witness: Signature Lisa Hudson Date 4/21/22

Printed Name Lisa Hudson Title Executive Administrative Assistant

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

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,
CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Resamara Turrett
Signature

Executive Director
Title

The Children's Homes of
Agency/Organization Iredell County
Inc.

4/21/2022
Date

(Certification signature should be same as Contract signature.)

Client#: 174781

20CHILDHOM2

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/25/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(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 McGriff Insurance Services P. O. Box 1825 Statesville, NC 28687 704 878-3900 | | CONTACT NAME: Janet Cartner PHONE (A/C, No, Ext): 704 878-3945 FAX (A/C, No): 866 923-8339 E-MAIL ADDRESS: jcartner@mcgriff.com | | | | | | | | | | | | | | | |
|--|--------|--|--|-------------------------------|--------|--|-------|---|-------|-------------|--|-------------|--|-------------|--|-------------|--|
| INSURED Childrens Homes of Iredell Co Inc PO Box 451 Statesville, NC 28687 | | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Insurance Co.</td> <td>18058</td> </tr> <tr> <td>INSURER B : Accident Fund General Insurance Co.</td> <td>12304</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> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Philadelphia Indemnity Insurance Co. | 18058 | INSURER B : Accident Fund General Insurance Co. | 12304 | 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:****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 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: | | PHPK2294819 | 07/01/2021 | 07/01/2022 | 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 \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | PHPK2294819 | 07/01/2021 | 07/01/2022 | 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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000 | | PHUB775011 | 07/01/2021 | 07/01/2022 | EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | WCV6221810 | 07/01/2021 | 07/01/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 |
| A | Professional Liab | | PHPK2294819 | 07/01/2021 | 07/01/2022 | \$1,000,000/WRONGFUL ACT \$2,000,000/AGGREGATE |

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

First Supplemental Name applies to all policies - Childrens Homes of Iredell Co Inc and Special Treasures of Iredell County Inc

Sexual or Physical Abuse or Molestation - PHPK2294819 07/01/2021-22

\$1,000,000 Each Abusive Conduct Limit

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| Rowan County DSS 1813 E Innes St. Salisbury, NC 28146 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Robert Parsons, Jr.</i> |
|--|---|

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DESCRIPTIONS (Continued from Page 1)

\$1,000,000 Aggregate Limit

** Workers Comp Information ** Voluntary Compensation Proprietors/Partners/Executive Officers/Members
Excluded: Don Koepnick



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248651232
July 14, 2010 LTR 4168C E0
56-1050648 000000 00
00030623
BODC: TE

CHILDRENS HOMES OF IREDELL COUNTY
INC
PO BOX 451
STATESVILLE NC 28687



020550

Employer Identification Number: 56-1050648
Person to Contact: Mr. Kelley
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your July 02, 2010, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in December 1973.

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.

Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(1)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

0248651232
July 14, 2010 LTR 4168C E0
56-1050648 000000 00
00030624

CHILDRENS HOMES OF IREDELL COUNTY
INC
PO BOX 451
STATESVILLE NC 28687

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

| | |
|---|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Children's Homes of Iredell County, Inc. | |
| 2 Business name/disregarded entity name, if different from above | |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> |
| 5 Address (number, street, and apt. or suite no.) See instructions. PO Box 451 | Requester's name and address (optional) Rowan County Dept of Social Services 1813 East Innes Street Salisbury, NC 28146 |
| 6 City, state, and ZIP code Statesville, NC 28687 | |
| 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | |
|--------------------------------|---|--|--|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | | - | | | - | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 5 | 6 | | | - | 1 | 0 | 5 | 0 | 6 |
| | | | | | | | | | 8 |

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Rosemarie Turitt

Date ► *3/25/2022*

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis
DATE: 7/18/2022
SUBJECT: Contract with Florence Crittenton Services, Inc. for DSS

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

Attached is the proposed contract with Florence Crittenton Services, Inc.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Florence Crittenton Services, Inc. for therapeutic foster care services in an amount not to exceed \$240,000.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| Contract | 7/11/2022 | Cover Memo |



ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Director
DEPT: Social Services
DATE: 5/19/2022
SUBJECT: Florence Crittenton Services, Inc.

PURPOSE OF CONTRACT:

This vendor provides Level 2-4 therapeutic foster care to children in DSS custody.

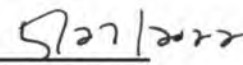
CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:

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



Signature of Director



DATE

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

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Florence Crittenton Services, Inc (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-0577626 and DUNS Number (required if funding from a federal funding source). 08-915-4892

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Combined Federal Certifications (Attachment C)
- (5) Conflict of Interest Policy (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) *If applicable*, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
- (8) Certification of Transportation (Attachment J)
- (9) *If applicable*, IRS federal tax exempt letter or 501(c)3 (Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (10) Certain Reporting and Auditing Requirements (Attachment L)
- (11) State Certification (Attachment M)
- (12) Attachment N - Non-Discrimination, Clean Air, Clean Water
- (16) Contract Determination Questionnaire (required)

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

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

3. Effective Period: This contract shall be effective on 7/1/2022 and shall terminate on 6/30/2023, This contract must be twelve months or less.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 240,000.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds

- ☒ a. There are no matching requirements from the Contractor.
- ☐ b. The Contractor's matching requirement is \$, which shall consist of:
- | | |
|---|--|
| <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 \$240,000.00.

6. Reversion of Funds:

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



Please change the following per page 2 of 3 item 9. Contract Administrators:

Email dthompson@fcsnc.org to: dthompson@crittentonofnc.org

Thank you

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 | Micah M. Ennis, Director | Name & Title | Micah M. Ennis, Director |
| County | Rowan | County | Rowan |
| Mailing Address | 1813 East Innes Street | Street Address | 1813 East Innes Street |
| City, State, Zip | Salisbury NC 28146 | City, State, Zip | Salisbury NC 28146 |
| Telephone | 704.216.8422 | | |
| Fax | 704.638.3041 | | |
| Email | Micah.Ennis@rowancountync.gov | | |

For the Contractor:

| IF DELIVERED BY US POSTAL SERVICE | | IF DELIVERED BY ANY OTHER MEANS | |
|-----------------------------------|-----------------------------------|---------------------------------|-----------------------------------|
| Name & Title | Diane Thompson/CEO | Name & Title | Diane Thompson/CEO |
| Company Name | Florence Crittenton Services, Inc | Company Name | Florence Crittenton Services, Inc |
| Mailing Address | P.O Box 36392 | Street Address | 3350 Holabird Lane |
| City State Zip | Charlotte, NC 28236 | City State Zip | Charlotte, NC 28208 |
| Telephone | 704-372-4663 | | |
| Fax | 704-339-0706 | | |
| Email | dthompson@fcsnc.org | | |

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:



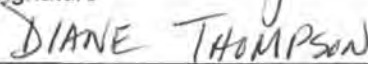

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment,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

14. Specific Language Not Previously Addressed:

(can be delted if not needed)

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

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

| | |
|--|---|
|  _____ Signature |  _____ Date |
|  _____ Printed Name |  _____ Title |

| | |
|---|---|
| COUNTY  _____ Signature <i>(must be legally authorized to sign contracts for County DSS)</i> |  _____ Date |
|  _____ Printed Name |  _____ Title |

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

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

GENERAL TERMS AND CONDITIONS**Relationships of the Parties**

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

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

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

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

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

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

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

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

Florence Crittenton Services, Inc or phrase shall be read to include the plural and vice versa.

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

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

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

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B – Scope of Work

**Federal Tax Id. or SSN 56-0577626
Contract #**

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Florence Crittenton Services, Inc
2. *If different* from Contract Administrator Information in General Contract:
Address

Telephone Number: Fax Number: Email:

3. Name of Program (s):

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

5. Contractor's Financial Reporting Year July through June

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

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Residential Foster Care, Therapeutic services

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

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

2. Negotiated County Rate.

Additional county funds per individual client agreements.

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

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

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

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

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

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

II. Private Partner

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

Provide Services:

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

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

Communication and Planning:

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

III. County

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

Share Information:

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

Provide Services:

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

Communication and Planning:

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

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



(Signature of County Authorized Person)

5/27/2022

(Date Submitted)



(Signature of Contractor)
5/2/22

(Date Submitted)

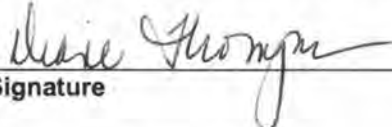
FEDERAL CERTIFICATIONS**The undersigned states that:**

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

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

OR

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

| | |
|--|--------------------------------|
|  _____ Signature | CEO _____ Title |
| CRITTENTON _____ Contractor Name | 5/2/22 _____ Date |

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

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street 3350 Holabird Lane

City, State, Zip Code Charlotte, NC 28208

Street _____

City, State, Zip Code _____

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

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Instructions

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

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

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

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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

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

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

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

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



FLORENCE CRITTENTON SERVICES CONFLICT OF INTEREST POLICY

BOARD OF DIRECTORS

Eliza Brenkus
Eugene Brown
Jasmine Christmas
Kimelyn Harris
Kerri Keller (Vice Chair)
Dina Khentigan
Marlene Lawson
Judith Lisenby
Danyall McDowell
Dr. Monique Perry-Graves, Ed.D
Tammy Powell
Lisa Rhyne
Ylida Roberson
Natalie Rosales
William (Bill) T. Ryans (Chair)
Elizabeth Sirota
Tracey Watkins
Rebecca Young



United Way
Of Central Carolinas



PURPOSE: The sound reputation and success of the mission of Florence Crittenton Services depends upon the adherence to high standards of ethical conduct by Board, staff and volunteers in the daily operation and governance of the agency. Conflicts of interest are defined generally as acting in any way contrary to the best interest of the agency. The following shall serve as a guide to Board, staff, and volunteers in avoiding conflict of interest situations:

GUIDELINES:

Financial

- ◆ No employee or paid consultant shall have a direct or indirect financial interest (other than salary, fees, benefits and reimbursements), in the assets, leases, business transactions, or the professional services of the agency.
- ◆ No member of the Board shall have a direct or indirect financial interest in the assets or leases of the agency. Any member who individually or as part of a business or professional firm is involved in the business transactions or current professional services of the agency shall disclose this relationship and shall not participate in any vote taken in respect to such transactions or services.
- ◆ The members of the Board of Directors and employees of Florence Crittenton Services shall avoid any conduct which may suggest the appearance of impropriety in the disbursement of any State, Federal, County, City, United Way or any other funds.
- ◆ Members of the Board of Directors do not accept honoraria from the agency.

Referrals

- ◆ Employees, volunteers, Board members and consultants shall not be given preferential treatment in the application for and receipt of the agency's services.
- ◆ Florence Crittenton Services prohibits in any of its programs the receipt of payment or other considerations from another provider of services for the referral of any applicant or client to such provider of services. The agency also prohibits the provision of any payment or other consideration to any service provider or other organization for any referral of an applicant for the agency's services.
- ◆ It is the policy of Florence Crittenton Services not to refer any of its clients to any private practices in which its current staff, consultants and immediate family members of current staff and consultants may be engaged.

The following guidelines apply to staff who leave the agency and engage in private practice:

- ◆ A former client who has limited access to services due to financial situation or geography can be seen at any time by a former employee (therapist) on a pro-bono



basis.

- ◆ Former agency clients can receive outpatient services from former agency therapists in other settings subject to the same standards and guidelines of any client receiving said service.

BOARD OF DIRECTORS

Eliza Brenkus
Eugene Brown
Jasmine Christmas
Kimelyn Harris
Kerri Keller (Vice Chair)
Dina Khentigan
Marlene Lawson
Judith Lisenby
Danyall McDowell
Dr. Monique Perry-Graves, Ed.D
Tammy Powell
Lisa Rhyne
Ylida Roberson
Natalie Rosales
William (Bill) T. Ryans (Chair)
Elizabeth Sirota
Tracey Watkins
Rebecca Young



United Way
Of Central Carolinas



ENGAGE. EMPOWER. EVOLVE.

Staff Standards

FCS is a most unique place to work because of the very specialized nature of its programs and the residential setting. Few other social service agencies involve the total staff with the client population as FCS does. Because every employee can and does have some interaction and impact on the client population, FCS feels it important to further define the parameters of the staff-client relationship. This is done so that the objectives of the client's service/treatment plan may be carried out in a therapeutic manner.

- ◆ Staff is expected to adhere to high standards of ethical conduct with clients at all times. Clients shall be treated with dignity and respect. Expectations for staff are spelled out in the agency Personnel Policies and Employee Handbook, confidentiality policy, and abuse and neglect policy.
- ◆ Because FCS employees are actively involved in providing treatment and related support services to clients, they are in a delicate relationship of trust and power. This relationship must not be jeopardized by even the appearance of exploitation, unfair advantage or impropriety. Romantic and/or sexual relationships between FCS employees and FCS clients or former clients create such an appearance and are potentially prejudicial to the interest of FCS, its clients and the public interest which it serves. Accordingly, as a matter of sound judgment and professional ethics, FCS employees are strictly prohibited from engaging in romantic and/or sexual relationships with clients or former clients.
- ◆ In light of inherent risk of bias, favoritism and abuse of power, in addition to potential claims of discrimination and sexual harassment, romantic and/or sexual relationships between any FCS employee and any member of FCS staff who supervises, evaluates or otherwise is in a position to exercise power or authority over the employee are strictly prohibited. Such relationships can be disruptive to the work environment and can create undesirable conflicts of interest or the appearance of such conflicts of interest.

RESOLVING CONFLICTS OF INTEREST

Whenever a potential or real conflict of interest appears, the situation shall be brought to the attention of the President/CEO and/or Executive Committee of the Board of Directors who will review and make a determination. Corrective action will be implemented as deemed appropriate for each situation.

Approved by:



CRITTENTON

Name of Organization

Diane Thompson

Diane Thompson, CEO

5/2/22

Date

BOARD OF DIRECTORS

Eliza Brenkus

Eugene Brown

Jasmine Christmas

Kimelyn Harris

Kerri Keller (Vice Chair)

Dina Khentigan

Marlene Lawson

Judith Lisenby

Danyall McDowell

Dr. Monique Perry-Graves, Ed.D

Tammy Powell

Lisa Rhyne

Ylida Roberson

Natalie Rosales

William (Bill) T. Ryans (Chair)

Elizabeth Sirota

Tracey Watkins

Rebecca Young

William T. Ryans

Bill Ryans, Board Chair

5/4/22

Date

NOTARIZED CONFLICT OF INTEREST POLICY

I, Amanda C. Lee, Notary Public for said County and State, certify that Diane Thompson, William T. Ryans personally appeared before me this day and acknowledged that he/she is CEO / Board Chair of Crittenton 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 12th day of November, 2020.

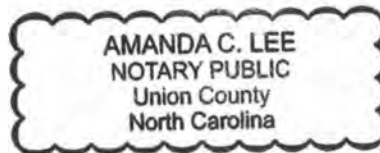


United Way
Of Central Carolinas

Sworn to and subscribed before me this 04 day of May, 2022



Amanda C. Lee
(Notary Signature and Seal)



My Commission expires June 15, 2024.

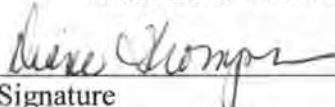
ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

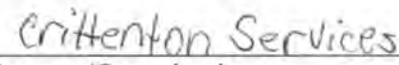
Rowan County Department of Social Services/Human Services

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

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.)

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.

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
- (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: Crittenton Services IncContractor's Authorized Agent: Signature Diane Thompson Date 5/11/22Printed Name DIANE THOMPSON Title CEOWitness: Signature Stephanie Knox Date 5/11/22Printed Name Stephanie Knox Title Support Service Coord

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

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,
CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

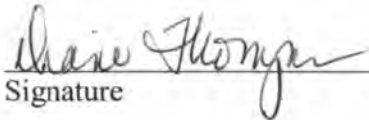
Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

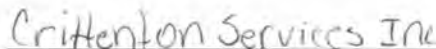
- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).


Signature


Title


Agency/Organization


Date

(Certification signature should be same as Contract signature.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/06/2022

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

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

| | | | |
|--|--|---|--|
| PRODUCER Charlotte Insurance 7621 Little Ave, STE 113 Charlotte NC 28226 | | CONTACT NAME: Anna Sage PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: anna@charlotteinsurance.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Philadelphia Indemnity Ins Co | |
| | | INSURER B: | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES**CERTIFICATE NUMBER:** CL225378355**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: | | | PHPK2122671 | 04/24/2022 | 04/24/2023 | 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 | | | | |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | PHPK2122671 | 04/24/2022 | 04/24/2023 | 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 DED RETENTION \$ | | | PHUB719029 | 04/24/2022 | 04/24/2023 | EACH OCCURRENCE \$ 2,000,000 |
| | | | AGGREGATE \$ 2,000,000 | | | | |
| | | | \$ | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N <input type="checkbox"/> | N / A | | | | <input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | Prof Liability, sexual Abuse/Molest | | | PHSD1605818 | 01/31/2022 | 01/31/2023 | 1,000,000 2,000,000 |
| | | | | | | | 1,000,000 2,000,000 |
| | | | | | | | |

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

CERTIFICATE HOLDER**CANCELLATION**

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

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/02/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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 McGriff Insurance Services 7701 Airport Center Dr Suite 1800 Greensboro, NC 27409 | | CONTACT NAME: PHONE (A/C, No, Ext): 888 743-2217 FAX (A/C, No): 8888279861 E-MAIL ADDRESS: | |
| INSURED Florence Crittenton Services Inc P. O. Box 36392 Charlotte, NC 28236 | | INSURER(S) AFFORDING COVERAGE INSURER A: Accident Fund Ins Co of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 10166 | |

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 <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <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 | 100008641 | 02/16/2022 | 02/16/2023 | PER STATUTE E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 |

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

** Workers Comp Information **

Other States Coverage

Waiver of Our Right to Recover From Others Prem-
 Employers Liability (E/L) increased limits factor Prem-

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| Rowan County 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>Lisa Murray</i> |
|--|--|

DESCRIPTIONS (Continued from Page 1)

Miscellaneous Coverage - Worker's Compensation - Pol.# 100008641

Form Information

Form: ANTIPD Edt. Date: 05/01/20

Form Description: Privacy Policy/Disclosure Notices

Form: CW007 Edt. Date: 10/01/19 Form Description: AF Welcome Letter

Form: WC000000C Edt. Date: 01/01/15

Form Description: Workers Compensation and Employers Liability Insur

Form: WC000421E Edt. Date: 01/01/21

Form Description: Catastrophe (Other Than Certified Acts of Terroris

Form: WC000313 Edt. Date: 04/01/84

Form Description: Waiver of Our Right to Recover from Others Endorse

Form: CW009 Edt. Date: 01/01/20 Form Description: Payment Schedule

Form: WC000404 Edt. Date: 04/01/84

Form Description: Pending Rate Change Endorsement

Form: CW010 Edt. Date: 01/01/20 Form Description: ACH Flyer

Form: WC000414A Edt. Date: 01/01/19

Form Description: Notification Of Change In Ownership Endorsement

Form: WC000419 Edt. Date: 01/01/01

Form Description: Premium Due Date Endorsement

Form: WC000422C Edt. Date: 01/01/21

Form Description: Terrorism Risk Insurance Program Reauthorization A

Form: WC000424 Edt. Date: 01/01/17

Form Description: Audit Non-Compliance Charge Endorsement

Form: CW013 Edt. Date: 09/01/20

Form Description: Terrorism Disclosure Notice

Form: WC320301D Edt. Date: 07/01/18

Form Description: North Carolina Amended Coverage Endorsement

Form: WC990660 Edt. Date: 05/01/17

Form Description: Execution Clause Endorsement

Form: NA Edt. Date: 11/01/17

Form Description: North Carolina Wage and Hour Notice to Employees -

Form: WC000001A Edt. Date: 05/01/88

Form Description: Information Page - AF CW

Form: WC000406A Edt. Date: 07/01/95

Form Description: Premium Discount Endorsement

Form: WC990650B Edt. Date: 07/01/21 Form Description: Invoice Fee

** Supplemental Name **

First Supplemental Name applies to all policies - Florence Crittenton Services Inc

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: February 28, 2001

Florence Crittenton Services, Inc.
1300 Blythe Blvd.
Charlotte, NC 28203-5873

Person to Contact:
Shawndee Krebs 31-02330
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
56-0577626
Accounting Period Ends:
June 30

Dear Sir or Madam:

This is in response to your request for a letter affirming your organization's exempt status.

In April 1941 we issued a determination letter that recognized your organization as exempt from federal income tax under section 101(6) of the Internal Revenue Code of 1939 (now section 501(c)(3) of the Internal Revenue Code of 1986). That determination letter is still in effect.

We classified your organization as a publicly supported organization, and not a private foundation, because it is described in section 509(a)(2) of the Code. This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's purposes, character, method of operations, or sources of support have changed, please let us know so we can consider the effect of the change on the organization's exempt status and foundation status.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

As of January 1, 1984, your organization is liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more the organization pays to each of its employees during a calendar year. There is no liability for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Florence Crittenton Services, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ► **501 (C) 3 Non-Profit**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

3350 Holabird Lane

6 City, state, and ZIP code

Charlotte, NC 28208

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

| | | | | | | | | | | |
|--|--|--|---|--|--|---|--|--|--|--|
| | | | - | | | - | | | | |
|--|--|--|---|--|--|---|--|--|--|--|

or

Employer identification number

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 5 | 6 | - | 0 | 5 | 7 | 7 | 6 | 2 | 6 |
|---|---|---|---|---|---|---|---|---|---|

Part II Certification

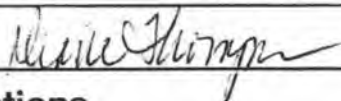
Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►



Date ► **11/5/2020**

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis
DATE: 7/18/2022
SUBJECT: Contract with Church of God Children's Home of NC, Inc. for DSS

Department of Social Services would like to enter into a contract with Church of God Children's Home of NC, Inc. to provide therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022- June 30, 2023 and will not exceed \$240,000.

Attached is the proposed contract with Church of God Children's Home of NC, Inc.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Church of God Children's Home of NC, Inc. for therapeutic foster care services in an amount not to exceed \$240,000.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| Contract | 7/11/2022 | Cover Memo |



ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Director
DEPT: Social Services
DATE: 6/23/2022
SUBJECT: Church of God Children's Home of NC, Inc.


PURPOSE OF CONTRACT:

This vendor provides therapeutic foster care for children in DSS custody.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:

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



Signature of Director

7/7/2022

DATE

Contract #

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

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and The Church of God Children's Home of North Carolina, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-0599234 and DUNS Number (required if funding from a federal funding source), 095-468-450

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Combined Federal Certifications (Attachment C)
- (5) Conflict of Interest Policy (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) *If applicable*, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
- (8) Certification of Transportation (Attachment J)
- (9) *If applicable*, IRS federal tax exempt letter or 501(c)3 (Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (10) Certain Reporting and Auditing Requirements (Attachment L)
- (11) State Certification (Attachment M)
- (12) Attachment N - Non-Discrimination, Clean Air, Clean Water
- (16) Contract Determination Questionnaire (required)

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

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

3. Effective Period: This contract shall be effective on 7/1/2022 and shall terminate on 6/30/2023, This contract must be twelve months or less.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 240,000.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds

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

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

| | |
|---|--|
| <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 \$240,000.00.

6. Reversion of Funds:

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

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

| IF DELIVERED BY US POSTAL SERVICE | IF DELIVERED BY ANY OTHER MEANS |
|---|--|
| Name & Title Kenneth Hudson/Executive Director Company Name The Church of God Children's Home of North Carolina, Inc. Mailing Address 3485 Orphanage Circle City State Zip Concord, NC 28027 Telephone 704-788-1164 Fax 704-788-3722 Email director@cogch.org | Name & Title Kenneth Hudson/Executive Director Company Name The Church of God Children's Home of North Carolina, Inc. Street Address 3485 Orphanage Circle City State Zip Concord, NC 28027 |

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:

The Church of God Children's Home of North Carolina, Inc.

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:


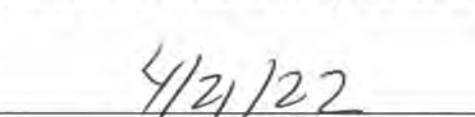
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment,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

14. Specific Language Not Previously Addressed:


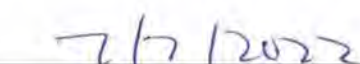
(can be delted if not needed)

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

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

| | |
|---|--|
|  |  |
| Signature | Date |
| Kenneth M. Hudsel | Executive Director |
| Printed Name | Title |

COUNTY

| | |
|---|---|
|  |  |
| Signature (must be legally authorized to sign contracts for County DSS) | Date |
| Micah Ennis | Director |
| Printed Name | Title |

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

| | |
|-------------------------------------|------|
| Signature of County Finance Officer | Date |
|-------------------------------------|------|

The Church of God Children's Home of North Carolina, Inc.
GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

The Church of God Children's Home of North Carolina, Inc.

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

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

Oversight

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

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

Miscellaneous

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

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

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

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

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

The Church of God Children's Home of North Carolina, Inc. or phrase shall be read to include the plural and vice versa.

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

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

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

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 56-0599234
Contract #

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: The Church of God Children's Home of North Carolina, Inc.
2. *If different* from Contract Administrator Information in General Contract:
Address

Telephone Number: Fax Number: Email:

3. Name of Program (s):

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

5. Contractor's Financial Reporting Year October through September

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

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Level 1

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

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

2. Negotiated County Rate.

Additional county funds per individual client agreements.

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

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

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

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

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

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

II. Private Partner

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

Provide Services:

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

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

Communication and Planning:

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
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:

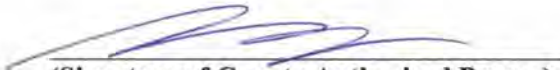
1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
2. Conduct in-person visits with each child at least once a month in the placement provider's home.
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.

The Church of God Children's Home of North Carolina, Inc.

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)
7/17/2022
(Date Submitted)


(Signature of Contractor)
8/21/22
(Date Submitted)

The Church of God Children's Home of North Carolina, Inc.

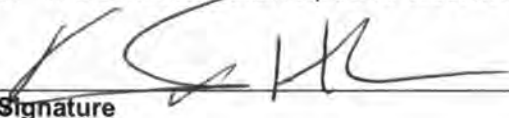
FEDERAL CERTIFICATIONS

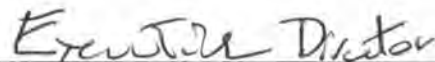
The undersigned states that:

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

OR

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


Signature


Title

Kenneth Hudson
Contractor Name

4/21/22
Date

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

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street

3485 Orphanage Circle

City, State, Zip Code

Concord NC 28027

Street

City, State, Zip Code

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

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Instructions

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

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originates may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

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

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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

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

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

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

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

The Church of God Children's Home of North Carolina, Inc.
Disclosure Of Lobbying Activities
 (Approved by OMB 0344-0046)

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

| | | |
|---|---|---|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ Quarter _____ Date Of Last Report: _____ |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier (if known) _____ Congressional District (if known) _____ | | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District (if known) _____ |
| 6. Federal Department/Agency: | | 7. Federal Program Name/Description: CFDA Number (if applicable) _____ |
| 8. Federal Action Number (if known) | | 9. Award Amount (if known) \$ |
| 10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i> | | b. Individuals Performing Services <i>(including address if different from No. 10a.) (last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i> |
| 11. Amount of Payment (check all that apply): \$ _____ actual planned | | 13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ |
| 12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____ | | |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary): <div style="height: 40px;"></div> | | |
| 15. Continuation Sheet(s) SF-LLL-A attached: <div style="float: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> | | |
| 16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____ |
| Federal Use Only | | Authorized for Local Reproduction Standard Form - LLL |

The Church of God Children's Home of North Carolina, Inc.
CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

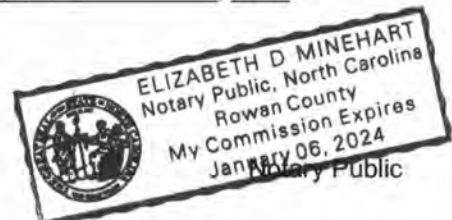
State of North Carolina
County Rowan

I, Elizabeth D. Minehart, Notary Public for said County and State, certify that
Kenneth Hudson personally appeared before me this day and acknowledged
that he/she is Executive Director of Church of God Children's Home
[name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of
Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on
the 2nd day of February, 2009.

Sworn to and subscribed before me this 21 day of April, 2024

Elizabeth D. Minehart
(Official Seal)



My Commission expires January 6, 2024

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Church of God Children's Home
Name of Organization

[Signature]
Signature of Organization Official

CONFLICT OF INTEREST

SECTION 1. PURPOSE:

Church of God Children's Home of NC, Inc. is a nonprofit, tax-exempt organization. Maintenance of its tax-exempt status is important both for its continued financial stability and for public support. Therefore, the IRS as well as state regulatory and tax officials view the operations of Church of God Children's Home of NC, Inc. as a public trust, which is subject to scrutiny by and accountable to such governmental authorities as well as to members of the public.

Consequently, there exists between Church of God Children's Home of NC, Inc. and its board, officers, and management employees and the public a fiduciary duty, which carries with it a broad and unbending duty of loyalty and fidelity. The board, officers, and management employees have the responsibility of administering the affairs of Church of God Children's Home of NC, Inc. honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of Church of God Children's Home of NC, Inc. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with Church of God Children's Home of NC, Inc. or knowledge gained therefrom for their personal benefit. The interests of the organization must be the first priority in all decisions and actions.

SECTION 2. PERSONS CONCERNED:

This statement is directed not only to directors and officers, but to all employees who can influence the actions of Church of God Children's Home of NC, Inc. For example, this would include all who make purchasing decisions, all persons who might be described as "management personnel," and anyone who has proprietary information concerning Church of God Children's Home of NC, Inc.

SECTION 3. AREAS IN WHICH CONFLICT MAY ARISE:

Conflicts of interest may arise in the relations of directors, officers, and management employees with any of the following third parties:

1. Persons and firms supplying goods and services to Church of God Children's Home of NC, Inc.

2. Persons and firms from whom Church of God Children's Home of NC, Inc. leases property and equipment.
3. Persons and firms with whom Church of God Children's Home of NC, Inc. is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property.
4. Competing or affinity organizations.
5. Donors and others supporting Church of God Children's Home of NC, Inc.
6. Agencies, organizations, and associations which affect the operations of Church of God Children's Home of NC, Inc.
7. Family members, friends, and other employees.

SECTION 4. NATURE OF CONFLICTING INTEREST:

A conflicting interest may be defined as an interest, direct or indirect, with any persons or firms mentioned in Section 3. Such an interest might arise through:

1. Owning stock or holding debt or other proprietary interests in any third party dealing with Church of God Children's Home of NC, Inc.
2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) with any third party dealing with Church of God Children's Home of NC, Inc.
3. Receiving remuneration for services with respect to individual transactions involving Church of God Children's Home of NC, Inc.
4. Using Church of God Children's Home of NC, Inc.'s time, personnel, equipment, supplies, or good will for other than Church of God Children's Home of NC, Inc. approved activities, programs, and purposes.
5. Receiving personal gifts or loans from third parties dealing or competing with Church of God Children's Home of NC, Inc. Receipt of any gift is disapproved except gifts of a value less than \$50, which could not be refused without discourtesy. No personal gift of money should ever be accepted.

SECTION 5. INTERPRETATION OF THIS STATEMENT OF POLICY:

The areas of conflicting interest listed in Section 3, and the relations in those areas which may give rise to conflict, as listed in Section 4, are not exhaustive. Conflicts might arise in other areas or through other relations. It is assumed that the directors, officers, and management employees will recognize such areas and relation by analogy.

The fact that one of the interests described in Section 4 exists does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances it is necessarily adverse to the interests of Church of God Children's Home of NC, Inc.

However, it is the policy of the board that the existence of any of the interests described in Section 4 shall be disclosed before any transaction is consummated. It shall be the
02/02/2009 Board approval

continuing responsibility of the board, officers, and management employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

SECTION 6. DISCLOSURE POLICY AND PROCEDURE:

Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

1. The conflicting interest is fully disclosed;
2. The person with the conflict of interest is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists; and
4. The board (or a duly constituted committee thereof), has determined that the transaction is in the best interest of the organization.

Disclosure in the organization should be made to the chief executive officer (or if she or he is the one with the conflict, then to the board chair), who shall bring the matter to the attention of the board (or a duly constituted committee thereof). Disclosure involving directors should be made to the board chair, (or if she or he is the one with the conflict, then to the board vice-chair) who shall bring these matters to the board (or a duly constituted committee thereof).

The board (or a duly constituted committee thereof) shall determine whether a conflict exists and in the case of an existing conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to Church of God Children's Home of NC, Inc. The decision of the board (or a duly constituted committee thereof) on these matters will rest in their sole discretion, and their concern must be the welfare of Church of God Children's Home of NC, Inc. and the advancement of its purpose.

DISCLOSURE STATEMENT

Preliminary note: In order to be more comprehensive, this statement of disclosure/questionnaire also requires you to provide information with respect to certain parties that are related to you. These persons are termed "affiliated persons" and include the following:

- a) your spouse, child, mother, father, brother or sister;
- b) any corporation or organization of which you are a board member, an officer, a partner, participate in management or are employed by, or are, directly or indirectly, a debt holder or the beneficial owner of any class of equity securities;
and
- c) any trust or other estate in which you have a substantial beneficial interest or as to which you serve as a trustee or in a similar capacity.

1. NAME OF EMPLOYEE OR BOARD MEMBER: (Please print)

2. CAPACITY: _____ board of directors
_____ executive committee
_____ officer
_____ committee member
_____ staff (position):

3. Have you or any of your affiliated persons provided services or property to Church of God Children's Home of NC, Inc. in the past year?

_____ YES _____ NO

If yes, please describe the nature of the services or property and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

4. Have you or any of your affiliated persons purchased services or property from Church of God Children's Home of NC, Inc. in the past year?

_____ YES _____ NO

If yes, please describe the purchased services or property and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

5. Please indicate whether you or any of your affiliated persons had any direct or indirect interest in any business transaction(s) in the past year to which Church of God Children's Home of NC, Inc. was or is a party?

____ YES ____ NO

If yes, describe the transaction(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

6. Were you or any of your affiliated persons indebted to pay money to Church of God Children's Home of NC, Inc. at any time in the past year (other than travel advances or the like)?

____ YES ____ NO

If yes, please describe the indebtedness and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

7. In the past year, did you or any of your affiliated persons receive, or become entitled to receive, directly or indirectly, any personal benefits from Church of God Children's Home of NC, Inc. or as a result of your relationship with Church of God Children's Home of NC, Inc., that in the aggregate could be valued in excess of \$1,000, that were not or will not be compensation directly related to your duties to Church of God Children's Home of NC, Inc.?

____ YES ____ NO

If yes, please describe the benefit(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

8. Are you or any of your affiliated persons a party to or have an interest in any pending legal

02/02/2009 Board approval

proceedings involving Church of God Children's Home of NC, Inc.?

____ YES ____ NO

If yes, please describe the proceeding(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

9. Are you aware of any other events, transactions, arrangements or other situations that have occurred or may occur in the future that you believe should be examined by Church of God Children's Home of NC, Inc.'s board or a duly constituted committee thereof in accordance with the terms and intent of Church of God Children's Home of NC, Inc.'s conflict of interest policy?

____ YES ____ NO

If yes, please describe the situation(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

I HERBY CONFIRM that I have read and understand Church of God Children's Home of NC, Inc.'s Conflict of Interest Policy and that my responses to the above questions are complete and correct to the best of my information and belief. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate or that I have not complied with this policy, I will notify designated officer or director immediately.

Signature

Date

Sworn to and subscribed before me this day _____.

Notary Public

My commission expires: _____

02/02/2009 Board approval



April 21, 2022

To: State Agency Head and Chief Fiscal Officer

Certification:

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

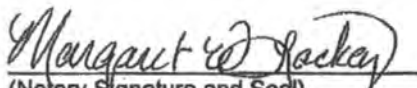
Sworn Statement:

Dr. Ken Bell and Dr. Dennis Page being duly sworn, say that we are the Board Chair and Board Co-Chairman, respectively, of Church of God Children's Home of NC 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.

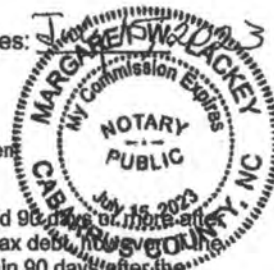

Board Chair

Board Co-Chairman

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


(Notary Signature and Seal)

My Commission Expires:



If there are any questions, please 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 after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

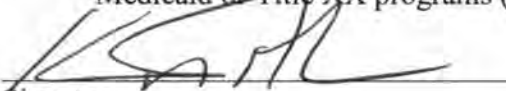
ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
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

Executive Director
Title

Church of God Children's Home
Agency/Organization

4/21/22
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.

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
- (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: Church of God Children's Home

Contractor's Authorized Agent: Signature [Signature] Date 4/21/22

Printed Name Kenneth M. Halsey Title Executive Director

Witness: Signature [Signature] Date 4/21/22

Printed Name Cynthia D. Phillips Title Secretary / Treasurer

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

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,
CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).


Signature

Executive Director
Title

Church of God Children's Home
Agency/Organization

4/21/22
Date

(Certification signature should be same as Contract signature.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/30/2021

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

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 JONES AND PEACOCK, INC. 1812 Eastchester Drive High Point NC 27265 | | CONTACT NAME: Pamela McDowell PHONE (A/C, No, Ext): (336) 889-8282 FAX (A/C, No): (336) 889-2338 E-MAIL: pam@jonesandpeacock.com ADDRESS: | |
| INSURED Church Of God Children's Home of NC 3485 Orphanage Circle Concord NC 28027 | | INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins. Co INSURER B: Carolina Mutual Insurance Inc INSURER C: Hiscox Insurance Company INSURER D: INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: CL2173003218

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: | | | PHPK2308748 | 08/02/2021 | 08/02/2022 | 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 - COMPI/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000 |
| | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY | | | PHPK2308748 | 08/02/2021 | 08/02/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000 |
| | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | PHUB779946 | 08/02/2021 | 08/02/2022 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
| | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A | | WC20222-2021 | 08/02/2021 | 08/02/2022 | E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| C | Cyber | | | MPL457622420 | 09/14/2021 | 09/14/2022 | Deductible 1,000,000 5,000 |

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

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| Rowan County 1813 E. Innes St. Salisbury NC 28146 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|---|

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CINCINNATI OH 45999-0038

In reply refer to: 0256439177
Nov. 21, 2018 LTR 4168C 0
56-0599234 000000 00
00013265
BODC: TE

CHURCH OF GOD CHILDRENS HOME OF
NORTH CAROLINA INC
3485 ORPHANAGE CIR
CONCORD NC 28027



010337

Employer ID number: 56-0599234
Form 990 required: T

Dear Taxpayer:

We're responding to your request dated Nov. 14, 2018, about your tax-exempt status.

We issued you a determination letter in September, 1946, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

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

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

0256439177
Nov. 21, 2018 LTR 4168C 0
56-0599234 000000 00
00013266

CHURCH OF GOD CHILDRENS HOME OF
NORTH CAROLINA INC
3485 ORPHANAGE CIR
CONCORD NC 28027

local time, Monday through Friday (Alaska and Hawaii follow Pacific
time).

Thank you for your cooperation.

Sincerely yours,

Debbie Kennamer

Debbie Kennamer, Operations Manager
Accounts Management Operations 4

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

| | | |
|--|---|--|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Church of God Children's Home of NC, Inc. | | |
| 2 Business name/disregarded entity name, if different from above | | |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ► Non-Profit | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> | |
| 5 Address (number, street, and apt. or suite no.) See instructions. 3485 Orphanage Circle | Requester's name and address (optional) | |
| 6 City, state, and ZIP code Concord, NC 28027 | | |
| 7 List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

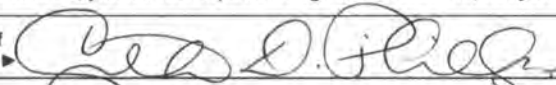
| | | | | | | | | |
|--------------------------------|---|--|---|---|---|---|---|-------|
| Social security number | | | | | | | | |
| | | | - | | | | - | |
| or | | | | | | | | |
| Employer identification number | | | | | | | | |
| 5 | 6 | | - | 0 | 5 | 9 | 9 | 2 3 4 |

Part II Certification

Under penalties of perjury, I certify that:

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

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

| | | |
|-----------|--|------------------|
| Sign Here | Signature of U.S. person ►  | Date ► 4/21/2022 |
|-----------|--|------------------|

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis
DATE: 07/18/2022
SUBJECT: Contract with Rae's Playze Adult Day Care Center for DSS

Department of Social Services would like to enter into a contract with Rae's Playze Adult Day Care Center to provide therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022- June 30,2023 and will not exceed \$160,000.

Attached is the proposed contract with Rae's Playze Adult Day Care Center.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Rae's Playze Adult Day Care Center for therapeutic foster care services in an amount not to exceed \$160,000.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| Contract | 7/11/2022 | Cover Memo |



ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Director
DEPT: Social Services
DATE: 6/2/2022
SUBJECT: Rae's Playze Adult Day Center

PURPOSE OF CONTRACT:

This vendor provides therapeutic foster care to children in the custody of Rowan County DSS.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:

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

Signature of Director

DATE

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

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Rae's Playze Adult Day Center (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 04-3844604 and DUNS Number (required if funding from a federal funding source). 01-2760172

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Combined Federal Certifications (Attachment C)
- (5) Conflict of Interest Policy (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) *If applicable*, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
- (8) Certification of Transportation (Attachment J)
- (9) *If applicable*, IRS federal tax exempt letter or 501(c)3 (Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (10) Certain Reporting and Auditing Requirements (Attachment L)
- (11) State Certification (Attachment M)
- (12) Attachment N - Non-Discrimination, Clean Air, Clean Water
- (16) Contract Determination Questionnaire (required)

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

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

3. Effective Period: This contract shall be effective on 7/1/2022 and shall terminate on 6/30/2023, This contract must be twelve months or less.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 160,000.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds

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

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

| | |
|---|--|
| <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 \$160,000.00.

6. Reversion of Funds:

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

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

| IF DELIVERED BY US POSTAL SERVICE | | IF DELIVERED BY ANY OTHER MEANS | |
|-----------------------------------|------------------------------------|---------------------------------|------------------------------------|
| Name & Title | Ruby Works/CEO | Name & Title | Ruby Works/CEO |
| Company Name | Rae's Playze Adult Day Center | Company Name | Rae's Playze Adult Day Center |
| Mailing Address | 7516 E. Independence Blvd. Ste 115 | Street Address | 7516 E. Independence Blvd. Ste 115 |
| City State Zip | Charlotte, NC 28227 | City State Zip | Charlotte, NC 28227 |
| Telephone | 704-563-3334 | | |
| Fax | 704-943-0559 | | |
| Email | rworks@raesplayze.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:

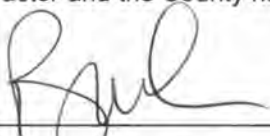
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, 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 | 4-20-22 _____ Date |
| RUBY WORKS _____ Printed Name | CEO _____ Title |

COUNTY

| | |
|---|----------------------------|
|  _____ Signature <i>(must be legally authorized to sign contracts for County DSS)</i> | 6/8/2022 _____ Date |
| Micah Ennis _____ 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 |
|--|---------------|

GENERAL TERMS AND CONDITIONS**Relationships of the Parties**

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

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

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

Rae's Playze Adult Day Center

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

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

Oversight

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

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

Miscellaneous

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

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

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

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

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

Rae's Playze Adult Day Center

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

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

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

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

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B – Scope of Work

Federal Tax Id. or SSN 04-3844604
Contract #

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Rae's Playze Adult Day Center
2. *If different* from Contract Administrator Information in General Contract:
Address

Telephone Number: Fax Number: Email:

3. Name of Program (s):
4. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit
5. Contractor's Financial Reporting Year July through June

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

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Alternative Family Living (AFL)

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

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

2. Negotiated County Rate.

Additional county funds per individual client agreements.

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

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

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

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

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

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

II. Private Partner

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

Provide Services:

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

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

Communication and Planning:

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

III. County

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

Share Information:

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

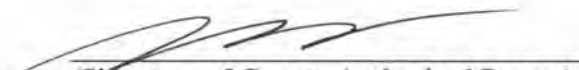
Provide Services:

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

Communication and Planning:

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

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


(Signature of County Authorized Person)
6/8/2022
(Date Submitted)


(Signature of Contractor)
4-20-22
(Date Submitted)

FEDERAL CERTIFICATIONS**The undersigned states that:**

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 - ☐ He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;
 - OR**
 - ☒ He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Title

Contractor Name

Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]**I. Certification Regarding Nondiscrimination**

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

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
 - 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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street

7516 E. Independence Blvd / Ste 115

City, State, Zip Code

Charlotte, NC 28227

Street

City, State, Zip Code

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

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Instructions

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

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

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

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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

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

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

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

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

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of North Carolina

County Mecklenburg

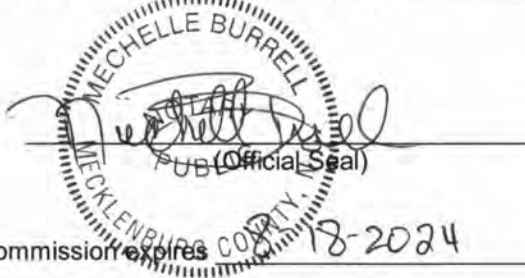
I, Mechelle Burrell, Notary Public for said County and State, certify that

Ruby works personally appeared before me this day and acknowledged

that he/she is CEO of Rae's Playze Adult Day Center
[name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 21 day of April, 2022.

Sworn to and subscribed before me this 21 day of April, 2022.



Notary Public

My Commission expires 8-18-2024, 20 22

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Rae's Playze Adult Day Center
Name of Organization

Signature of Organization Official

CONFLICT OF INTEREST

Conflict of Interest Defined:

The definition of conflict of interest includes any bias or the appearance of bias in making decisions that would reflect a dual role by an employee, board member or a family member of the organization. A conflict of interest occurs when an employee or board member has a direct or fiduciary interest in another relationship or in an action that results in, or has the appearance of resulting in, personal, organization, or professional gain.

Employee Responsibilities:

It is in the interest of Rae's Playze Day Center, staff, and board members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any/all conflict of interest and avoid any appearance of conflict of interest. Rae's Playze Adult Day serves the community as a whole. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of Rae's Playze Adult Day Center. Any conflict of interest or the appearance of it shall be reported to the Director immediately. Employees are to maintain independence and objectivity with clients, the community and organization. Employees are directed to maintain a sense of fairness, civility, ethics and personal integrity even though law, regulation, or custom does not require them.

Acceptance of Gifts:

Any employee, members of immediate family and members of the Board are prohibited from accepting gifts, money or gratuities from a) person receiving benefits or services from Rae's Playze Adult Day Center; b) any person or organization performing or seeking to perform services under the contract with Rae's Playze Adult Day Center and; c) persons who are otherwise in a position to benefit from the actions of any employee or the organization.

Employees may, with prior approval from the Executive Director receive honoraria for lectures and other such activities while on personal days, compensatory time, and annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to Rae's Playze Adult Day Center.



Ruby Works, CEO

4-21-22

Date

Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 12th day of December, 2020.



704-568-6650
704-563-3349
rworks@raesplayze.com

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



My Commission Expires: 8-18-24

Conflict of Interest Policy Example

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

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

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

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

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
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:

##ContractorName## Rae's Playze Adult Day Center
Name of Organization
[Signature]
Signature of Organization Official
4-20-22
Date



704-568-6650
704-563-3349
rworks@raeplayze.com

NO OVERDUE TAX DEBT

4/20/22

To: State Agency Head and Chief Fiscal Officer

Certification:

I, certify that Rae's Playze Adult Day Center does not have any overdue tax debts, as defined by N.C.G .S.105-243.1, at the federal or state level. We further understand that any person who makes a false statement in violation of N.C.G.S.143C-6-23c is guilty of criminal offense punishable as provided by N.C.G.S 143C-10-1b.

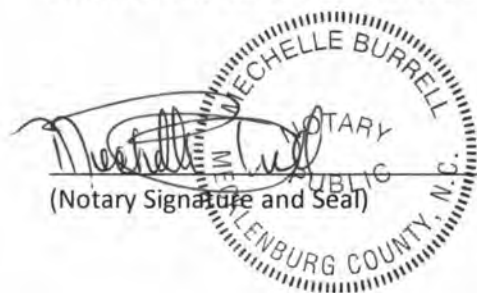
Sworn Statement:

I, Ruby Works being duly sworn, say that I am the Board Chair, respectively, of Rae's Playze Adult Day Center 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.



Ruby Works, Board Chair

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



My Commission Expires: 8-18-2022



704-568-6650

704-563-3349

rworks@raesplayze.com

G.S. 105-243.1 defines: Overdue tax debt-Any part of 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 G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.

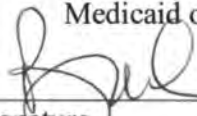
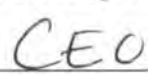
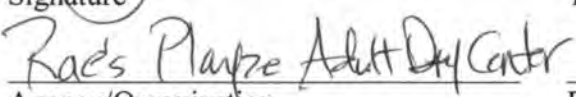
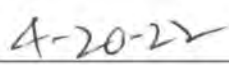
ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
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.)

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.

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
- (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: Rae's Playze Adult Day Center

Contractor's Authorized Agent: Signature [Signature] Date 4-20-22

Printed Name Ruby works Title CEO

Witness: Signature _____ Date _____

Printed Name _____ Title _____

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

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,
CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).



Signature

CEO

Title

Rae's Playze Adult Day Center

Agency/Organization

A-20-22

Date

(Certification signature should be same as Contract signature.)

*North Carolina
Department of Health and Human Services
Division of Aging and Adult Services*

This is to Certify that a Certificate is hereby granted to operate an:

Adult Day Care/Day Health Center

Rae's Playze Adult Day Center

located in the County of

Mecklenburg, North Carolina.

This Certificate is issued subject to the statutes of North Carolina and the Rules adopted by the North Carolina Social Services Commission, is not transferable, and shall expire April 30, 2023 unless revoked before that date.

Capacity: 70

Certification Status: Full

Special Care Designation: Alzheimer's/Dementia, Developmental Disabilities



Joyce Massey-Smith
Director

May 1, 2022
Date Issued

This Certificate Remains the Property of the State

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis
DATE: 7/18/2022
SUBJECT: Contract with Primary Care Solutions for DSS

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

Attached is the proposed contract with Primary Care Solutions.

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

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| Contract | 7/11/2022 | Cover Memo |



ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Director
DEPT: Social Services
DATE: 6/6/2022
SUBJECT: Primary Care Solutions

PURPOSE OF CONTRACT:

This vendor provides therapeutic foster care for children in the custody of RCDSS.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:

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

Signature of Director

DATE

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

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Primary Care Solutions, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 31-1701481 and DUNS Number (required if funding from a federal funding source). 969130793

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Combined Federal Certifications (Attachment C)
- (5) Conflict of Interest Policy (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) *If applicable*, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
- (8) Certification of Transportation (Attachment J)
- (9) *If applicable*, IRS federal tax exempt letter or 501(c)3 (Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (10) Certain Reporting and Auditing Requirements (Attachment L)
- (11) State Certification (Attachment M)
- (12) Attachment N - Non-Discrimination, Clean Air, Clean Water
- (16) Contract Determination Questionnaire (required)

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

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.**3. Effective Period:** This contract shall be effective on 7/1/2022 and shall terminate on 6/30/2023. This contract must be twelve months or less.**4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.**5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 150,000.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds

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

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

☐ In-kind

☐ Cash

☐ Cash and In-kind

☐ Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed \$150,000.00.

6. Reversion of Funds:

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

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

| IF DELIVERED BY US POSTAL SERVICE | | IF DELIVERED BY ANY OTHER MEANS | |
|-----------------------------------|---------------------------------------|---------------------------------|---------------------------------------|
| Name & Title | William Bullock, President | Name & Title | William Bullock, President |
| Company Name | Primary Care Solutions, Inc. | Company Name | Primary Care Solutions, Inc. |
| Mailing Address | 5601 Executive Center Drive Suite 200 | Street Address | 5601 Executive Center Drive Suite 200 |
| City State Zip | Charlotte, NC 28212 | City State Zip | Charlotte, NC 28212 |
| Telephone | 704-537-1022 | | |
| Fax | 704-569-0822 | | |
| Email | wbullock@primarycaresolutions.org | | |

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:


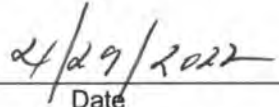
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment,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

14. Specific Language Not Previously Addressed:

(can be delted if not needed)

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

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

| | |
|--|---|
|  Signature |  Date |
| William Bullock Printed Name | President Title |

| | | |
|--|--|---|
| COUNTY  Signature (must be legally authorized to sign contracts for County DSS) | |  Date |
| Micah Ennis 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 |
|-------------------------------------|------|

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

Primary Care Solutions, Inc.

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

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

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

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

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

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

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

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

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

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B – Scope of Work**Federal Tax Id. or SSN 31-1701481
Contract #****A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Primary Care Solutions, Inc.

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

Address

Telephone Number:

Fax Number:

Email:

3. Name of Program (s):

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

5. Contractor's Financial Reporting Year January through December

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

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Residential Treatment/Level 3/5+ beds

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

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

2. Negotiated County Rate.

Additional county funds per individual client agreements.

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

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

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

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

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

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

II. Private Partner

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

Provide Services:

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

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

Communication and Planning:

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

III. County

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

Share Information:

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


Provide Services:

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

Communication and Planning:

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

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


(Signature of County Authorized Person)
6/8/2022
(Date Submitted)


(Signature of Contractor)
4/29/2022
(Date Submitted)

FEDERAL CERTIFICATIONS**The undersigned states that:**

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

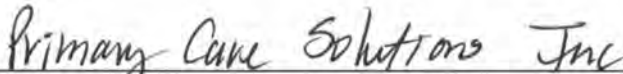
☐ He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee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

OR

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


Signature


Title


Contractor Name


Date

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

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
 - 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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street

City, State, Zip Code

Street

City, State, Zip Code

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

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Instructions

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

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

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

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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

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

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

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

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

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

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

| | | |
|---|---|---|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ Quarter _____ Date Of Last Report: _____ |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier (if known) _____ Congressional District (if known) _____ | | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District (if known) _____ |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number (if applicable) _____ | |
| 8. Federal Action Number (if known) | 9. Award Amount (if known) \$ | |
| 10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i> | b. Individuals Performing Services <i>(including address if different from No. 10a.) (last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i> | |
| 11. Amount of Payment (check all that apply): \$ _____ actual planned | 13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ | |
| 12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____ | | |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary): <div style="height: 40px;"></div> | | |
| 15. Continuation Sheet(s) SF-LLL-A attached: <div style="float: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> | | |
| 16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____ | |
| Federal Use Only | | Authorized for Local Reproduction Standard Form - LLL |

Conflict of Interest Policy Example

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

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

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

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

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
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.

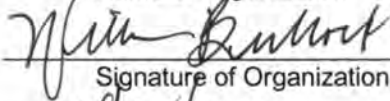
G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:

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.

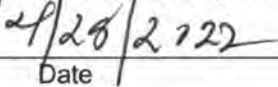
Approved by:

##ContractorName##

Name of Organization



Signature of Organization Official



Date

ATTACHMENT J

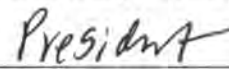
CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

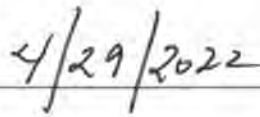
By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

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

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.

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
- (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:

Primary Care Solutions Inc.

Contractor's

Authorized Agent:

Signature

William Bullock

Date

4/29/2022

Printed Name

William Bullock

Title

President

Witness:

Signature

Marisil Burgos

Date

4/29/22

Printed Name

Marisil Burgos

Title

QA Director

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

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,
CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

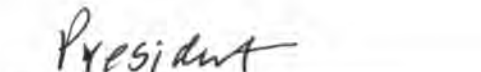
IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

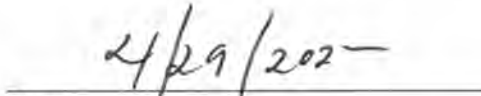
V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).


Signature


Title


Agency/Organization


Date

(Certification signature should be same as Contract signature.)

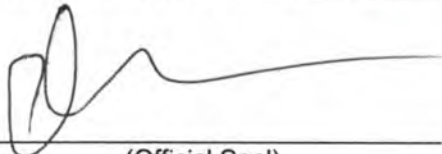
CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

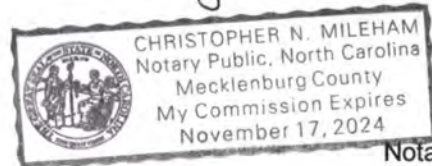
State of North CarolinaCounty Mecklenburg

I, Christopher N Mileham, Notary Public for said County and State, certify that
William Andre Bullock personally appeared before me this day and acknowledged
that he/she is President of Primary Care Solutions Inc
[name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of
Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on
the 2nd day of May, 2022.

Sworn to and subscribed before me this 2nd day of May, 2022.


(Official Seal)



Notary Public

My Commission expires 11.17, 2024

.....

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Primary Care Solutions Inc
Name of Organization

William Bullock
Signature of Organization Official

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.



First Solution in Residential, Therapeutic, and Supported Employment Services

[Date of Certification 4/28/2022]

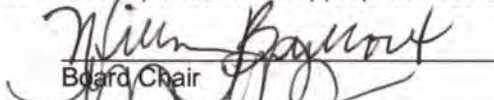
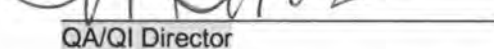
To: Rowan County Department of Social Services

Certification:

We certify that the [Primary Care Solutions, 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:

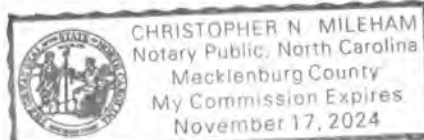
Mr. William Bullock and [Mrs. Marisil Burgos] being duly sworn, say that we are the CEO and [QA/QI Director], respectively, of [Primary Care Solutions, Inc.] of [Charlotte] in the State of [North Carolina]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.


Board Chair

QA/QI Director

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


(Notary Signature and Seal)

My Commission Expires: 11/17/2024



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2022

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

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

| | | | |
|------------------------------|--|---|-----------------------|
| PRODUCER | | CONTACT NAME: Darrin Rankin | |
| Rankin Insurance Group | | PHONE (A/C, No, Ext): (704) 896-9393 | FAX (A/C, No): |
| 15716 Old Statesville Road | | E-MAIL ADDRESS: drankin@rankininsurancegroup.com | |
| Huntersville | | NC 28078 | |
| INSURED | | INSURER(S) AFFORDING COVERAGE | |
| Primary Care Solutions In | | INSURER A: PHILADELPHIA IND INS CO | |
| 5601 Executive Center Dr 200 | | 18058 | |
| Charlotte | | NC 28212 | |
| | | INSURER B: PROGRESSIVE SOUTHEASTERN INS CO | |
| | | 38784 | |
| | | INSURER C: NATIONAL LIAB & FIRE INS CO | |
| | | 20052 | |
| | | 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 | | | PHPK1504730 | 06/07/2021 | 06/07/2022 | EACH OCCURRENCE | \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$ 3,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG | \$ 3,000,000 |
| | OTHER: | | | | | | | \$ |
| B | AUTOMOBILE LIABILITY | | | 08040074-3 | 08/20/2021 | 08/20/2022 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | Medical Payments | \$ 5,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | PHUB770873 | 06/07/2021 | 06/07/2022 | EACH OCCURRENCE | \$ 1,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE | \$ 1,000,000 |
| | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | A9WC155275 | 12/27/2021 | 12/27/2022 | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y <input type="checkbox"/> N | N/A | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| B | Sexual Abuse/Molestation | | | PHPK2283239 | 06/07/2021 | 06/07/2022 | | \$1million/\$1million |
| | Professional Liability | | | | | | | \$1million/\$3million |

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

CERTIFICATE HOLDER**CANCELLATION**

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

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Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Primary Care Solutions, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

5601 Executive Center Drive, Suite 200

Requester's name and address (optional)

6 City, state, and ZIP code

Charlotte NC 28212

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

3 1 - 1 7 0 1 4 8 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

William Burkhardt

Date ►

4/29/2022

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis
DATE: 07/18/2022
SUBJECT: Contract with Youth Focus for DSS

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

Attached is the proposed contract with Youth Focus.

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

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| Contract | 7/11/2022 | Cover Memo |



NORTH CAROLINA

Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Director
DEPT: Social Services
DATE: 6/23/2022
SUBJECT: Youth Focus

PURPOSE OF CONTRACT:

This vendor provides therapeutic foster care to children in DSS custody.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:

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

Signature of Director

DATE

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

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Youth Focus (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 23-7378057 and DUNS Number (required if funding from a federal funding source). 060292828

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Combined Federal Certifications (Attachment C)
- (5) Conflict of Interest Policy (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) *If applicable*, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
- (8) Certification of Transportation (Attachment J)
- (9) *If applicable*, IRS federal tax exempt letter or 501(c)3 (Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (10) Certain Reporting and Auditing Requirements (Attachment L)
- (11) State Certification (Attachment M)
- (12) Attachment N - Non-Discrimination, Clean Air, Clean Water
- (16) Contract Determination Questionnaire (required)

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

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.**3. Effective Period:** This contract shall be effective on 7/1/2022 and shall terminate on 6/30/2023, This contract must be twelve months or less.**4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.**5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 150,000.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds

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

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

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

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed \$150,000.00.

6. Reversion of Funds:

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

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

| IF DELIVERED BY US POSTAL SERVICE | | IF DELIVERED BY ANY OTHER MEANS | |
|-----------------------------------|--------------------------------------|---------------------------------|--------------------------------------|
| Name & Title | Sarah Roethlinger/Executive Director | Name & Title | Sarah Roethlinger/Executive Director |
| Company Name | Youth Focus | Company Name | Youth Focus |
| Mailing Address | 405 Parkway Suite A | Street Address | 1601 Huffine Mill Rd., Bldg. B |
| City State Zip | Greensboro, NC 27401 | City State Zip | Greensboro, NC 27405-5509 |
| Telephone | 336-542-0870 | | |
| Fax | 336-285-0317 | | |
| Email | SRoethlinger@youthfocus.org | | |

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

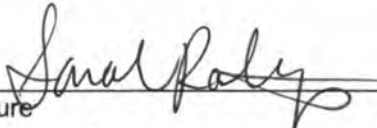
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment,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

14. Specific Language Not Previously Addressed:


(can be delted if not needed)

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

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

| | |
|--|-----------------------------|
|  Signature | 5/17/2022 Date |
| Sarah Roethlisinger Printed Name | Executive Director Title |

COUNTY

| | |
|---|-------------------|
|  Signature (must be legally authorized to sign contracts for County DSS) | 7/7/2022 Date |
| Micah Ennis 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 |
|-------------------------------------|------|

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B – Scope of Work**Federal Tax Id. or SSN 23-7378057
Contract #****A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Youth Focus

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

Telephone Number:

Fax Number:

Email:

3. Name of Program (s):

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

5. Contractor's Financial Reporting Year October through September

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

See MUTUAL AGREEMENT SECTION

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

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

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

2. Negotiated County Rate.

Additional county funds per individual client agreements.

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

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

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

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

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

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

II. Private Partner

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

Provide Services:

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

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

Communication and Planning:

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
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)

7/7/2022
(Date Submitted)



(Signature of Contractor)

5/17/2022
(Date Submitted)

FEDERAL CERTIFICATIONS

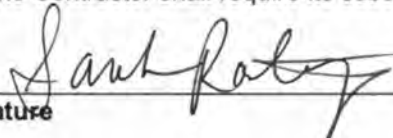
The undersigned states that:

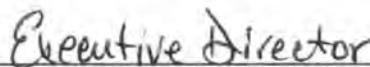
1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding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

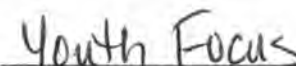
☐ He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee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

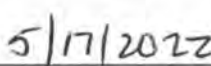
OR

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


 Signature


 Title


 Contractor Name


 Date

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

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
 - 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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street

6220 Thermal Road

City, State, Zip Code

Charlotte, Nc 28211

Street

City, State, Zip Code

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

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Instructions

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

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

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

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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

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

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

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

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

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

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

| | | | | | |
|---|--|---|---|---|--|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | | 2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award | | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ Quarter _____ Date Of Last Report: _____ | |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier (if known) _____ Congressional District (if known) _____ | | | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District (if known) _____ | | |
| 6. Federal Department/Agency: | | | 7. Federal Program Name/Description: CFDA Number (if applicable) _____ | | |
| 8. Federal Action Number (if known) | | | 9. Award Amount (if known) \$ | | |
| 10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i> | | | b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i> | | |
| 11. Amount of Payment (check all that apply): \$ _____ actual planned | | | 13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ | | |
| 12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____ | | | | | |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary): | | | | | |
| 15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | |
| 16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | | Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____ | | |
| Federal Use Only | | | Authorized for Local Reproduction Standard Form - LLL | | |

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

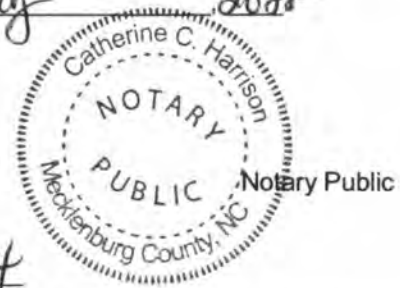
State of North CarolinaCounty Mecklenburg

I, Catherine C. Harrison, Notary Public for said County and State, certify that
Sarah Roethlinger personally appeared before me this day and acknowledged
 that he/she is Executive Director of Youth Focus
 [name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of
 Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on
 the 28th day of January, ~~2018~~ 2020.

Sworn to and subscribed before me this 17th day of May, 2020

Catherine C. Harrison
 (Official Seal)



My Commission expires June 2, 2024

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Youth Focus
 Name of Organization
Sarah Roethlinger
 Signature of Organization Official



YOUTH FOCUS

Policy and Procedure

| | |
|--|------------------------------------|
| Title: Conflict of Interest | Policy # 1310, 703 Page 1 of 1 |
| Department: Personnel Policies & Board Policies | Effective Date: 1-25-00 |
| | Revised 3-29-05, 6/12/07, 10/22/13 |
| | Reviewed 1/28/2020 |

Policy: No employee, Board member or paid consultant of Youth Focus shall have a direct or indirect financial interest in the assets, leases, contracts, business transactions or professional services conducted by the agency. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub-agreements. Employees, Board members and paid consultants will also avoid even the appearance of such a conflict of interest.

Board members who individually or as a part of a business or professional firm are involved in business transactions or current professional services of the organization shall disclose this relationship and not participate in any vote taken in respect to such transactions or services. In addition, board members shall affirm, at least annually at a board meeting that they have no conflicts of interest.

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.

Conflict of Interest Defined:

A conflict of interest is defined as an actual or perceived interest by a (staff member/Board member) in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when an employee/Board member has a direct or fiduciary interest in another relationship. A conflict of interest could include:

- Ownership with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Employment of or by a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Contractual relationship with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Creditor or debtor to a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Consultative or consumer relationship with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.

The definition of conflict of interest includes any bias or the appearance of bias in a decision-making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an employee and a Board member, or a person who is an employee and who hires family members as consultants.

Employee Responsibilities:

It is in the interest of the organization, individual staff, and Board members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to maintain a sense of fairness, civility, ethics and personal integrity even though law, regulation, or custom does not require them.

Acceptance of Gifts:

Employees, members of employee's immediate family, and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

- a. Persons receiving benefits or services from the organization;
- b. Any person or organization performing or seeking to perform services under contract with the organization; and
- c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

Procedure: The Board Chair and the Executive Director shall ensure that this policy is implemented. The Business Manager will also monitor the implementation of this policy to ensure compliance. Violation of these standards of conduct shall result in disciplinary actions which may include termination from employment or removal from the board of directors.

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.

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.

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.

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.



YOUTH FOCUS

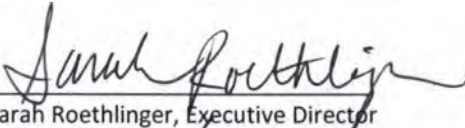
Date: May 17, 2022
To: Rowan Co. DSS

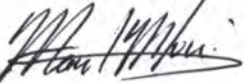
Certification:

We certify that Alexander Youth Network 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.

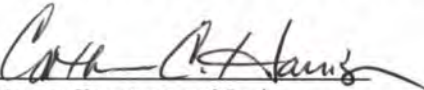
Sworn Statement:

Sarah Roethlinger and Manuel M. Gomez, being duly sworn, say that we are Executive Director and Chief Financial Officer, respectively, of Youth Focus, 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.


Sarah Roethlinger, Executive Director


Manuel M. Gomez, CFO

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


(Notary Signature and Seal)



My Commission expires: June 2, 2024

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

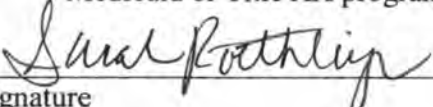
ATTACHMENT J

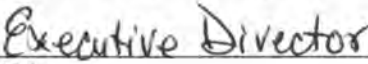
CERTIFICATION REGARDING TRANSPORTATION

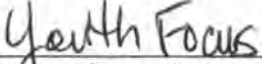
Rowan County Department of Social Services/Human Services

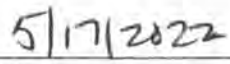
By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

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

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.

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
- (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: Youth Focus

Contractor's Authorized Agent: Signature Sarah Roethlinger Date 5/17/2022

Printed Name Sarah Roethlinger Title Executive Director

Witness: Signature [Signature] Date 5/17/2022

Printed Name Catherine Harrison Title Contracts Specialist

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

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,
CLEAN WATER ACT**Certification Regarding Nondiscrimination**

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

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

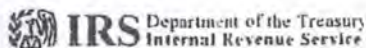
Sarah Porttidge
Signature

Executive Director
Title

Youth Focus
Agency/Organization

5/17/2022
Date

(Certification signature should be same as Contract signature.)



Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248188026
June 12, 2017 LTR 4168C 0
23-7378057 000000 00

00020366
BODC: TE

YOUTH FOCUS INC
405 PARKWAY SUITE A
GREENSBORO NC 27401



74383

Employer ID Number: 23-7378057
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated June 02, 2017, regarding your tax-exempt status.

We issued you a determination letter in May 1974, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

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

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

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

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

0248188026
June 12, 2017 LTR 4168C 0
23-7378057 000000 00
00020367

YOUTH FOCUS INC
405 PARKWAY SUITE A
GREENSBORO NC 27401

Sincerely yours,

Doris P. Kenwright

Doris Kenwright, Operation Mgr.
Accounts Management Operations 1



ALEXYOU-01

APASSMORE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/22/2021

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

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

| | |
|--|--|
| PRODUCER 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) 374-9403 |
| INSURED Youth Focus, Inc. P. O. Box 220632 Charlotte, NC 28222 | E-MAIL ADDRESS: |
| | INSURER(S) AFFORDING COVERAGE |
| | INSURER A: Philadelphia Indemnity Ins Co NAIC # 18058 |
| | INSURER B: StoneWood Insurance Company 11828 |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Abuse/Molest <input checked="" type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | PHPK2186767 | 9/30/2021 | 9/30/2022 | 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 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | PHPK2186764 | 9/30/2021 | 9/30/2022 | 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 checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | PHUB740131 | 9/30/2021 | 9/30/2022 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WC10000095502021 | 9/30/2021 | 9/30/2022 | <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 | Professional Liab. | | | PHPK2186767 | 9/30/2021 | 9/30/2022 | Eac. Limit 1,000,000 |
| A | Errors & Omissions | | | PHPK2186767 | 9/30/2021 | 9/30/2022 | Agg limit 3,000,000 |


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Sexual Abuse & Molestation coverage at \$1,000,000 limit per claim/ \$2,000,000 aggregate included under General Liability policy, retro date 10/1/2004

Professional Liability (errors & omissions) retro date: 8/1/1994

Rowan County DSS is named as Additional Insured with respect to General Liability

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| Rowan County DSS 1813 East Innes Street Salisbury, NC 28146 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|

Request for Taxpayer Identification Number and Certification

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

| | | |
|---|--|---|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Youth Focus | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> |
| | 5 Address (number, street, and apt. or suite no.) 405 Parkway, Suite A | Requester's name and address (optional) |
| | 6 City, state, and ZIP code Greensboro, NC 27401 | |
| | 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.


| | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|-----|
| Social security number | | | | | | | | |
| | | | - | | | | - | |
| or | | | | | | | | |
| Employer identification number | | | | | | | | |
| 2 | 3 | - | 7 | 3 | 7 | 8 | 0 | 5 7 |

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ 

Date ▶ May 17, 2012

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis
DATE: 7/18/2022
SUBJECT: Contract with Lutheran Family Services for DSS

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

Attached is the proposed contract with Lutheran Family Services.

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

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| Contract | 7/11/2022 | Cover Memo |



ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Director
DEPT: Social Services
DATE: 5/19/2022
SUBJECT: Lutheran Family Services

PURPOSE OF CONTRACT:

This vendor provides Level 2-4 therapeutic foster care to children in DSS custody.

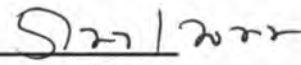
CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:

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



Signature of Director



DATE

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

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Lutheran Family Services (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-1286323 and DUNS Number (required if funding from a federal funding source).

032781148

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Combined Federal Certifications (Attachment C)
- (5) Conflict of Interest Policy (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) *If applicable*, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
- (8) Certification of Transportation (Attachment J)
- (9) *If applicable*, IRS federal tax exempt letter or 501(c)3 (Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (10) Certain Reporting and Auditing Requirements (Attachment L)
- (11) State Certification (Attachment M)
- (12) Attachment N - Non-Discrimination, Clean Air, Clean Water
- (16) Contract Determination Questionnaire (required)

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

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

3. Effective Period: This contract shall be effective on 7/1/2022 and shall terminate on 6/30/2023, This contract must be twelve months or less.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 100,000.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds

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

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

| | |
|---|--|
| <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 \$100,000.00.

6. Reversion of Funds:

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

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

| IF DELIVERED BY US POSTAL SERVICE | | IF DELIVERED BY ANY OTHER MEANS | |
|-----------------------------------|--|---------------------------------|--|
| Name & Title | Matt Hembree/Quality Management Director MYRA GRIFFIE COO | Name & Title | Matt Hembree/Quality Management Director MYRA GRIFFIE COO |
| Company Name | Lutheran Family Services IN THE CAROLINAS | Company Name | Lutheran Family Services IN THE CAROLINAS |
| Mailing Address | PO Box 947 2369 | Street Address | 1416 S. Martin Luther King, Jr. Ave. |
| City State Zip | Salisbury, NC 28145 | City State Zip | Salisbury, NC 281454 |
| Telephone | 704-517-1674 704-637-2870 | | |
| Fax | 704-637-2950 | | |
| Email | MGRIFFIE mhembree@LSCarolinas.net | | |

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

14. Specific Language Not Previously Addressed:

(can be delted if not needed)

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

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

Signature

Date

TED W. GOWNS, JR

CEO

Printed Name

Title

COUNTY

Signature (must be legally authorized to sign contracts for County DSS)

Date

Micah Ennis

Director

Printed Name

Title

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

Signature of County Finance Officer

Date

GENERAL TERMS AND CONDITIONS**Relationships of the Parties**

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

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

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 56-1286323
Contract #

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Lutheran Family Services
 2. *If different* from Contract Administrator Information in General Contract:
 Address

Telephone Number: Fax Number: Email:

3. Name of Program (s):
 4. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit
 5. Contractor's Financial Reporting Year October through September

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

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Foster Care/Therapeutic Foster Care

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

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

2. Negotiated County Rate.
 Additional county funds per individual client agreements.

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

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

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

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

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

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

II. Private Partner

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

Provide Services:

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

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

Communication and Planning:

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
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.

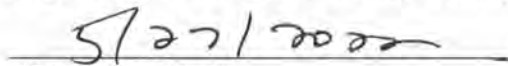
Communication and Planning:

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.



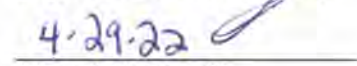
(Signature of County Authorized Person)



(Date Submitted)



(Signature of Contractor)



(Date Submitted)

FEDERAL CERTIFICATIONS**The undersigned states that:**

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

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

OR

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

Signature

Title

Contractor Name

Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]**I. Certification Regarding Nondiscrimination**

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

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
 - 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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street 1416 S. MARTIN LUTHER KING JR AVE

City, State, Zip Code SALISBURY NC 28144

Street _____

City, State, Zip Code _____

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

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Instructions

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

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

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

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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

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

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

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

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

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

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

| | | | | | |
|---|--|---|---|---|--|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | | 2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award | | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ Quarter _____ Date Of Last Report: _____ | |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier (if known) _____ Congressional District (if known) _____ | | | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District (if known) _____ | | |
| 6. Federal Department/Agency: | | | 7. Federal Program Name/Description: CFDA Number (if applicable) _____ | | |
| 8. Federal Action Number (if known) | | | 9. Award Amount (if known) \$ | | |
| 10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i> | | | b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i> | | |
| 11. Amount of Payment (check all that apply): \$ _____ actual planned | | | 13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ | | |
| 12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____ | | | | | |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary): | | | | | |
| 15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | |
| 16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | | Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____ | | |
| Federal Use Only | | | Authorized for Local Reproduction Standard Form - LLL | | |


ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

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 | <u>CEO</u> Title |
| <u>LUTHERAN FAMILY SERVICES</u> Agency/Organization <u>IN THE CAROLINAS</u> | <u>4.29.22</u> 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.



Evangelical Lutheran Church in America

God's work. Our hands.

*Evangelical Lutheran Church in America
Group Exemption Number: 9386*

**CERTIFICATION OF FEDERAL INCOME TAX EXEMPTION
UNDER SECTION 501(c)(3)
for**

Lutheran Family Services in the Carolinas
1416 S. Martin Luther King, Jr. Ave.
Salisbury, NC 28144
EIN: 56-1286323

Lutheran Family Services in the Carolinas is an affiliated social ministry organization recognized by the Evangelical Lutheran Church in America (ELCA) as being included under our Group Exemption Ruling. This inclusion establishes that this entity is exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation as defined in Code Section 509(a). The four-digit Group Exemption Number 9386 is the same for the ELCA, its synods, its congregations, and its related entities. The nine-digit Employer Identification Number is different for each synod, for each congregation, and for other employing entities. The nine-digit number is used, for example, when federal withholding and Social Security contributions are filed by the employer.

The IRS issued the attached Group Exemption Letters dated April 5, 1988 and July 13, 1988, to the ELCA. In accordance with the terms of the April 5, 1988, letter, entities affiliated with the ELCA, who have provided the ELCA with their federal employer ID number, are exempt from Federal Income Tax under ELCA's Group Exemption Ruling.

April 19, 2016

Very truly yours,

Phillip H. Harris
General Counsel

Attachments

April 5, 1988, ELCA Group Ruling Recognition
July 13, 1988, ELCA GEN Assigned

Internal Revenue Service

Department of the Treasury

District
Director

230 S. Dearborn St., Chicago, Illinois 60604

Evangelical Lutheran Church
In America
8765 West Higgins Road
Chicago, IL 60631

Person to Contact:
Peter J. Mazarakos, Jr.
Telephone Number:
(312) 886-1218
Refer Reply to:
EO: 201:PJM
Employer Identification Number:
41-1568278
Effective Date of Group
Exemption Ruling:
January 1, 1988

Date: APR - 5 1988

Dear Applicant:

We have considered your application for a group exemption letter recognizing your subordinates as exempt from Federal Income Tax as organizations of the type described in Section 501(c)(3) of the Internal Revenue Code.

Our records shows that you were recognized as exempt from Federal Income Tax under Section 501(c)(3) of the Code. The exemption letter remains in effect.

Based on the information supplied, we recognize your named subordinates on the list you submitted as exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code.

Additionally, we have classified the organizations you operate, supervise, or control, and which are covered by your notification to us as organizations that are not private foundations because they are organizations of the type described in Sections 509(a)(1) 509(a)(2) or 509(a)(3) of the Code.

Donors may deduct contributions to you and your subordinates 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.

APR 08 1988

ELCA SECRETARY

Evangelical Lutheran Church In America

You and your subordinates are not required to file Federal Income Tax Returns as long as a tax-exempt status is maintained. But under Section 511 of the Code, an organization is subject to tax on its unrelated business taxable income. If you or your subordinates are subject to the tax, you must file an income tax return Form 990-T, Exempt Organization Business Income Tax Return.

You are not required to file Form 990, Return of Organization Exempt from Income Tax, if you meet the exception in Section 6033(a)(2)(A)(i) of the Code. Your subordinates are also not required to file Form 990 if they qualify as churches or intergrated auxiliaries of churches or otherwise meet the exceptions in Section 1.6033-2(g) of the Income Tax Regulations.

As of January 1, 1984, you and your subordinates are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more to each of your employees during a calendar year. You and your subordinates are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

A church or a qualified church-controlled organization as defined in section 3121(w)(3) of the Code however, may elect to exclude the wages paid to employees (other than for services performed in an unrelated trade or business) from social security taxes. This election must be made by filing Form 8274 by the day before the date your first quarterly employment tax return would be due under the revised law. If you or your subordinates make this election, your employees who earn \$100 or more during a calendar year become liable for the payment of self-employment tax under section 1402 on the wages that you pay them. Once having made this election, you or your subordinates may not revoke it. For further information regarding this election please contact your Key District Director.

Evangelical Lutheran Church In America

Each year, at least 90 days before the end of your annual accounting period, please send the items listed below to the Internal Revenue Service Center at the address shown below.

1. A statement describing any changes during the year in the purpose, character, or method of operation of your subordinates;
2. A list showing the names, mailing addresses (including Postal Zip Code), actual addresses if different, and employer identification numbers of subordinates that since your previous report:
 - a. Changed names and addresses;
 - b. Were deleted from your roster; or
 - c. Were added to your roster.
3. For subordinates to be added, attach:
 - a. A statement that the information on which your present group exemption letter is based applies to the new subordinates;
 - b. A statement that each has given you written authorization to add its name to the roster;
 - c. A list of those to which the Service previously issued exemption rulings or determination letters;
 - d. A statement that none of the subordinates is a private foundation as defined in Section 509(a) of the Code if the group exemption letter covers organizations described in Section 501(c)(3);
 - e. The street address of subordinates where the mailing address is a P.O. Box; and
 - f. The information required by Revenue Procedure 75-50, 1975-2 C. B. 587 for each subordinate that is a school claiming exemption under Section 501(c)(3). Also include any other information necessary to establish that the school is complying with requirements of Revenue Ruling 71-447, 1971-2 C. B. 230. This is the same information required by Schedule A, Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code.

Evangelical Lutheran Church In America

4. If applicable, a statement that your group exemption roster did not change since your previous report.

The above information should be sent, "Attention: Entity Control Unit," to the following address:

Internal Revenue Service Center
Kansas City, Missouri 64999

This determination does not apply to any of your subsidiaries organized and operated in a foreign country.

We are enclosing a copy of Revenue Procedure 75-50. This sets forth guidelines and recordkeeping requirements for private schools recognized as exempt from Federal Income Tax under Section 501(c)(3) of the Code. You should advise those subordinates that operate schools of the requirement of this procedure.

The Service Center that processes your returns will send you a Group Exemption Number. You are required to include this number on each Form 990, Return of Organization Exempt from Income Tax and Form 990-T, Exempt Organization Business Income Tax Return. Please advise your subordinates of this requirement and provide them with the Group Exemption Number.

The prior group exemption letters of the following subordinates are superseded:

The American Lutheran Church, Lutheran Church in America, and Association of Evangelical Lutheran Churches.

Please notify each of the above subordinates that their exemption letter is superseded.

Sincerely yours,


R. S. Wintrode, Jr.
District Director

Internal Revenue Service

Department of the Treasury

Internal Revenue
Service Center

Midwest Region
Kansas City, Missouri

2306 E. Bannister Rd., Kansas City, Mo. 64131

► Evangelical Lutheran Church
In America
8765 W. Higgins Rd.
Chicago, Il. 60631

Person to Contact: Ms. Martha Ala

Telephone Number: (816) 926-5401

Refer Reply to: Entity Control Unit

Date: July 13, 1988

Group Exemption Number: 9386

Dear Officer or Trustee:

The four-digit Group Exemption Number (GEN) as shown above has been assigned to your organization. This number is not to be confused with the nine-digit Employer Identification Number (EIN) previously assigned to your organization.

Form 990 (Return of Organization Exempt from Income Tax) and instructions require each central organization and its subordinates to show their group exemption number (GEN) in Item G of Form 990 in addition to their EIN.

Please advise any of your subordinates that are required to file an annual information return, Form 990, to place your group exemption number on their return.

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

Thank you for your help in this matter.

Sincerely yours,

Doris Jean Johnson
Manager, Entity Control Unit *DJA*

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
- (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: LUTHERAN FAMILY SERVICES IN THE CAROLINAS

Contractor's Authorized Agent: Signature  Date 4-29-22

Printed Name TED W. GOINS SR Title CEO

Witness: Signature  Date 4-29-22

Printed Name LISA SPRINKLE Title ADMIN. ASST.

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

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,
CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.


DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

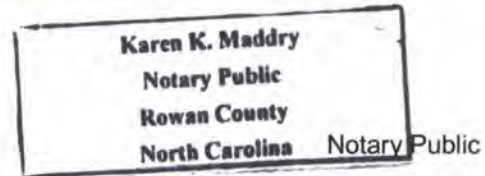
V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

| | |
|---|--------------------------|
|  _____ Signature | CEO _____ Title |
| LUTHERAN FAMILY SERVICES IN THE CAROLINAS _____ Agency/Organization | 4-29-22 _____ Date |

(Certification signature should be same as Contract signature.)

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of NORTH CAROLINACounty ROWANI, KAREN K. MADDY, Notary Public for said County and State, certify thatTED W. GOINS, JR personally appeared before me this day and acknowledgedthat he/she is PRESIDENT of LUTHERAN FAMILY SERVICES IN THE CAROLINAS
[name of Organization]and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 1ST day of OCTOBER, 2011.Sworn to and subscribed before me this 29th day of APRIL, 2022.Karen K Maddy
(Official Seal)My Commission expires 12/30, 20 22**Instruction for Organization:****Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.**_____
Name of Organization_____
Signature of Organization Official

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:

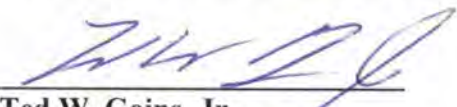
- A. Being influenced in the performance of his job;
- B. Being influenced to commit or aid in committing, or to collude in, or allow, any fraud, or to make opportunity for the commission of any fraud on LSC;
or
- C. Being induced to do or admit to do any act in violation of his official duties.

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.

CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ABOVE-NAMED POLICY, WHICH IS STILL IN FULL FORCE AND EFFECT.


Ted W. Goins, Jr.
Chief Executive Officer
Lutheran Family Services in the Carolinas



EXCERPT FROM LUTHERAN FAMILY SERVICES IN THE CAROLINAS BYLAWS

ARTICLE XIII

Disclosure of Interest of Member of Board of Trustees

Section 1. Members of the Board will perform their duties and responsibilities on behalf of LFS in an objective and lawful manner, using good business judgment and high moral standards. All decisions of the Board will be made consistent with these criteria and will be based on what is in the best interests of LFS. As a result, members of the Board will avoid a conflict of interest with this responsibility. A conflict of interest occurs if an outside interest has the potential to influence the objectivity of the Board member in meeting his or her responsibilities to LFS.

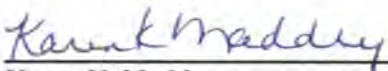
Section 2. Any member of the Board of Trustees having a possible conflict of interest in any matter concerning this corporation or any of its affiliate corporations will not vote or use personal influence on the matter, and that Board member will not be counted in determining the quorum for the meeting, even where permitted by law. The minutes of the meeting will reflect that a disclosure was made, the abstention from voting, and quorum status.

Section 3. Members of the Board of Trustees will complete LFS's conflict of interest disclosure statement within thirty (30) days of commencement of their term on the Board, annually in September thereafter, and in the interim when there is a change in the information disclosed therein. The disclosure statement will be reviewed by the Executive Committee with any conflict to be disclosed to the full Board at the next meeting of the Board.

Section 4. The foregoing requirements will not be construed as preventing a member of the Board of Trustees from stating briefly a position in the matter, or from answering pertinent questions from other Board members since that person's knowledge may be of great assistance.

Section 5. LFS will at no time conduct business with any firm in which the Board member or immediate family member is employed or has an ownership interest. Immediate family member will include spouse, parents, siblings, and children. This section will not be construed as barring LFS from conducting business with any publicly traded entity in which any such person has a 5% or less ownership interest.

I hereby certify that the foregoing is a true and correct excerpt from Bylaws approved by the Lutheran Family Services in the Carolinas Board of Trustees effective November 7, 2016.



Karen K. Maddry
Corporate Secretary

4/29/22 (Date)



Attachment E – No Overdue Tax Debts

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

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

Date of Certification 4-29-22

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that Lutheran Family Services in the Carolinas 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:

Greg Hudgins and Ted Goins being duly sworn, say that we are the Board Chair and CEO, respectively, of Lutheran Family Services in the Carolinas 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


CEO

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

Karen K. Maddy
Notary Public
Rowan County
North Carolina

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

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

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

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

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

CEO
Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

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

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

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

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

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

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

How does a Private Non Profit obtain Tax Exempt Status?

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

IRS TE/GE Customer Service

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

If you prefer to write, you may write at:

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

You may also contact the 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.

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
- (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: LUTHERAN FAMILY SERVICES IN THE CAROLINAS

Contractor's Authorized Agent: Signature [Signature] Date 4-29-22

Printed Name TED W. GOINS, JR. Title CEO

Witness: Signature [Signature] Date 4-29-22

Printed Name LISA SPRINKLE Title ADMIN. ASST.

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

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,
CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

 _____
Signature Title

LUTHERAN FAMILY SERVICES 4-29-22
Agency/Organization IN THE LARDINAS Date

(Certification signature should be same as Contract signature.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2021

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

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

| | | | |
|--|--|--|--|
| PRODUCER Hawley & Associates, LLC 11911 NE 1st St., Ste. B102 Bellevue WA 98005 | | CONTACT NAME: Andy Anderson PHONE (A/C, No, Ext): (425) 462-4758 FAX (A/C, No): (425) 462-4783 E-MAIL: andy@hawleyandassociates.com ADDRESS: | |
| INSURED Lutheran Family Services in the Carolinas; LFS Properties, Inc., DBA: 1416 S. Martin Luther King Jr. Ave. Salisbury NC 28145 | | INSURER(S) AFFORDING COVERAGE INSURER A: Capitol Spec Ins Corp INSURER B: GuideOne INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: CL2151405697

REVISION NUMBER:

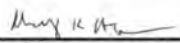
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 | Y | | HS02951006-03 | 05/01/2021 | 05/01/2022 | 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 | | | | | | |
| GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | | GENERAL AGGREGATE \$ 3,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY | | | BAP0100017757 | 05/01/2021 | 05/01/2022 | PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| | <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | Employee Benefits \$ 1,000,000 |
| | | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB | | | HS20212312-01 | 05/01/2021 | 05/01/2022 | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | Uninsured motorist \$ 1,000,000 |
| | | | | | | | EACH OCCURRENCE \$ 5,000,000 |
| | 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 | | | | | AGGREGATE \$ 5,000,000 |
| | | | | | | | \$ |
| | | | | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
| | | | | | | | E.L. EACH ACCIDENT \$ |
| A | Professional Liability Sexual Abuse Liability | | | HS02951006-03 | 05/01/2021 | 05/01/2022 | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |
| | | | | | | | Each Claim / Gen Agg \$1Mil / \$3Mil |
| | | | | | | | Each Claim / Gen Agg \$1Mil / \$2Mil |

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

Certificate holder is Additional Insured as respects General Liability coverage ATIMA, as required by written contract or agreement, per policy terms & conditions.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| Rowan County DSS Att: Elizabeth Garcia 1813 East Innes St Salisbury NC 28146 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/13/2021

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

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

| PRODUCER McGriff Insurance Services P. O. Box 1825 Statesville, NC 28687 704 878-3900 | CONTACT NAME: PHONE (A/C, No, Ext): 704 878-3900 FAX (A/C, No): 8669238339 E-MAIL ADDRESS: | | | | | | | | | | | | | | | | | | | | | |
|--|---|-------------------------------|--|--------|------------|-----------------------------|-------|------------|--|--|------------|--|--|------------|--|--|------------|--|--|------------|--|--|
| INSURED Lutheran Family Services in the Carolinas Attn: Brandi Strickland; PO Box 947 Salisbury, NC 28145 | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Amerisure Insurance Company</td><td>19488</td></tr> <tr> <td>INSURER B:</td><td></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | Amerisure Insurance Company | 19488 | INSURER B: | | | INSURER C: | | | INSURER D: | | | INSURER E: | | | INSURER F: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A: | Amerisure Insurance Company | 19488 | | | | | | | | | | | | | | | | | | | | |
| 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 <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | WC210294104 | 07/01/2021 | 07/01/2022 | PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 |

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

** Workers Comp Information **

Other States Coverage

Proprietors/Partners/Executive Officers/Members Excluded:

Ted Goins, President

Kirby Nickerson, Vice President

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Steve C. Barlow</i></p> |
|--|--|

DESCRIPTIONS (Continued from Page 1)

** Supplemental Name **

First Supplemental Name applies to all policies - Lutheran Family Services in the Carolinas

Policy#WC210294104 - : LFS Real Properties Inc.

LFS PROPERTIES

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Lutheran Family Services in the Carolinas

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

P.O. Box 2369

6 City, state, and ZIP code

Salisbury, NC 28145

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

5 6 - 1 2 8 6 3 2 3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ► 04/27/2022

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



April 29, 2022

Carla Whaley
Rowan County DSS
1813 E. Innes Street
Salisbury, NC 28146

RE: Contract for FY-2022-2023

Dear Ms. Whaley:

Please find the enclosed 2022-2023 contract with Lutheran Family Services in the Carolinas as requested. If you have any questions please feel free to contact me at 704-603-1658.

Please return a fully executed copy to me at the address below. Please see my email below if you prefer to return by email.

Lutheran Services Carolinas
Attn: Donna Brooks
PO Box 2369
Salisbury, NC 28145
Email: dbrooks@lscarolinas.net

Sincerely,

A handwritten signature in blue ink that reads "Donna Brooks".

Donna Brooks
Administrative Assistant

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Kelly Natoli, Assistant County Manager/HR Director
DATE: July 10, 2022
SUBJECT: Veterans Pay Benefit for Employees

In accordance with the 2% increase for employees who are Veterans that was approved as part of the 2023 budget, please find the attached proposed Personnel Policy.

Please approve the proposed policy.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-----------------|
| Proposed Policy | 7/10/2022 | Backup Material |

Proposed New Policy 5.26 Veterans Pay Supplement

A. Applicability - this policy applies to:

| | Yes | | Yes | | Yes |
|--|-----|----------------------------------|-----|--|-----|
| County Manager, Tax Collector, Tax Assessor, County Attorney, Clerk to the Board | ✓ | FT/PT Benefited Probationary | ✓ | Employees of Sheriff's Office | ✓ |
| Directors of Health, Social Services, Elections, and Soil and Water | ✓ | FT/PT Benefited Non-Probationary | ✓ | Employees of Register of Deeds Office | ✓ |
| Sheriff and Register of Deeds | ✓ | PT, Seasonal, Temporary | ✓ | Employees of Board of Elections Office | ✓ |

B. Veterans Pay

1. Any Full-Time, Part-Time, or Part-Time Benefitted employee who served (or currently serves) in a branch of the U.S. military and was discharged under conditions other than dishonorable shall receive a 2% supplement to their base pay. U.S. military branches include Army, Army Reserve, Army National Guard, Navy, Navy Reserve, Marine Corps, Marine Corps Reserve, Air Force, Air Force Reserve, Air National Guard, Coast Guard, Coast Guard Reserve, and Space Force.
2. In order to be eligible for the benefit, the employee shall provide to Human Resources either a copy of form DD-214 or, if actively serving, acceptable proof of active service.
3. A one-time 2% increase will be added to the employee's base pay effective for the payroll period following receipt of acceptable documentation referenced in item #2 above and shall not be retro-active.

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MEMO TO COMMISSIONERS:

FROM: Kelly Natoli, Assistant County Manager/HR Director
DATE: July 10, 2022
SUBJECT: Revised Policy 9.21 Drug and Alcohol Testing of DOT-Regulated Employees

As a result of a recent audit of Rowan Transit, attached please proposed revisions to Policy 9.21 Drug and Alcohol Testing for DOT-regulated Employees.

Please approved the attached policy revisions.

ATTACHMENTS:

| Description | Upload Date | Type |
|-----------------------|--------------------|-----------------|
| Policy 9.21 Revisions | 7/10/2022 | Backup Material |

Revised Policy 9.21 Drug and Alcohol Testing Policy for DOT-Regulated Employees

A. Applicability

~~This policy applies to all employees of Rowan County Transit who are covered under the Department of Transportation Regulations.~~

B. The purpose of this policy is to establish guidelines that ensure a safe, healthy and productive drug free work environment for the employees of the Rowan Transit.

C. Being under the influence of a drug or alcohol while on the job poses serious safety and health risks to the user and to co-workers. Therefore, Rowan Transit has established the following policy to ensure a drug free work environment:

- ~~1. Rowan Transit System has zero tolerance for the use of alcohol, illegal substances, or the misuse of prescription medications during work hours or the presence of these substances in the body during work hours regardless of when consumed.~~
- ~~2. Drug and alcohol tests may be administered pre-employment, re-entry, post-accident, for causes or random.~~
- ~~3. A positive test result is any amount of alcohol or illegal substance as revealed by the test. The medical Review Officer will make the final decision as to a positive or negative test result. A positive test result will result in immediate termination.~~
- ~~4. Alternate types of tests may be conducted when two or more tests within twelve months are found to be inclusive or a situation warrants such tests.~~
- ~~5. Failure to submit to a drug/alcohol test when requested or leaving the test site without completing the test is grounds for immediate termination. Other behaviors will be considered a refusal; tampering with the specimen or not reporting for a drug test without a valid reason immediately following an accident.~~
- ~~6. An ongoing drug free awareness program to inform employees has been established and begins with their initial orientation then continues on an annual basis.~~
- ~~7. All employees will receive 1 hour of substance abuse awareness education as presented by a Substance Abuse Professional. All supervisory personnel will receive 1 hour of substance abuse awareness education and 1 hour of training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse as presented by a Substance Abuse Professional.~~
- ~~8. Each employee will sign a statement of understanding that, as a condition of employment under grants providing funding for his/her position, the employee will abide by the terms of the drug free workplace statement and notify Rowan Transit System in writing of his/her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction.~~
- ~~9. An employee may voluntarily come forward and ask for rehabilitation counseling. He/she would be suspended without pay until a Substance Abuse Professional could certify that the employee is fit to return to duty. Any employee with a substance abuse problem is encouraged to seek help~~

through the Employee Assistance Program.

~~D. DOT Federal Transit Administration covered employees and functions. Employees who perform safety sensitive function(s) as defined by the Federal Transit Administration (FTA) are subject to regulation by the United States Government (DOT regulated employees). A FTA safety sensitive function is any of the following duties when performed by employees for departments that receive federal funding under 49 USC 5307, 5309, 5311, or 23 USC 103(e)(4):~~

- ~~1. Operating a revenue service vehicle, including when not in revenue service;~~
- ~~2. Operating a non revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;~~
- ~~3. Controlling dispatch or movement of a revenue service vehicle;~~
- ~~4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. 5307 or 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. 5311 and contracts out such services;~~
- ~~5. Carrying a firearm for security purposes.~~

~~E. DOT Federal Motor Carrier Safety Administration covered employees and functions. Employees who drive or operate a commercial motor vehicle (CMV). The Federal Motor Carrier Safety Administration (FMCSA) has interpreted driving a CMV on a road, street or way which is open to public travel, even though privately owned or subject to military control, as prima facie evidence of operation in commerce. Employees who drive or operate a CMV must hold a valid appropriate commercial driver's license. FMCSA safety sensitive function(s) are defined as and include all time from the time an employee begins to work, or is required to be in readiness to work, until the time the employee is relieved from work and all responsibility performing work. Safety sensitive functions shall include:~~

- ~~1. All time at a carrier or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer. This includes employees who are "eligible" at work to drive a CMV at any time, e.g., salespersons, clerks, secretaries, supervisors;~~
- ~~2. All time inspecting equipment as required by 49 C.F.R 392.7, "Equipment, Inspection, and Use," and 49 C.F.R 392.8, "Emergency Equipment and Use," or otherwise inspecting, servicing, or conditioning any CMV at any time;~~
- ~~3. All driving time, which is any time spent at the driving controls of a CMV in operation;~~
- ~~4. All time, other than driving time, in or upon any CMV except time spent resting in a sleeper berth;~~
- ~~5. All time loading or unloading a vehicle, supervising or assisting in loading or unloading, attending a vehicle being loaded or unloaded, remaining ready to~~

operate the vehicle, or giving or receiving receipts for shipments loaded or unloaded;

~~6. All time repairing, obtaining assistance for, or remaining with a disabled vehicle.~~

~~F. Applicants and all current employees who apply for assignment, transfer, or promotion to a DOT regulated position must sign an Authorization for Release of Personal Information Form for the release of alcohol and drug testing data compiled by previous employers covered by 49 CFR Part 40 and provide the County information about drug and alcohol violations. Departments that have DOT regulated positions will contact Human Resources for guidance in obtaining this information.~~

~~G. All drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended. Additionally, all FTA employees will be drug and alcohol tested in accordance with Part 655 and FMCSA employees will be tested in accordance with Part 382. A drug test can be performed any time a DOT regulated employee is on duty. A DOT alcohol test can be performed just before, during, or after the performance of a DOT safety sensitive function. Amphetamines (ecstasy, methamphetamine), marijuana (hemp), cocaine (crack), opiates (heroin), phenylcyclidine (PCP) can be tested for at any time while on duty.~~

~~H. DOT regulated employees are prohibited from the use or possession of alcohol while on duty or in uniform, while on call to perform safety sensitive duties, and four hours prior to duty. Alcohol use is also prohibited by any covered employee required to submit to post accident alcohol testing for four hours following the accident or until the alcohol test is performed.~~

~~I. DOT regulated employees must complete a DOT pre-employment drug test when hired for, or transferred to, a DOT covered position. The candidate must produce a negative drug test result prior to first performing a safety sensitive duty. If the test is canceled, the employee must retake and pass the test before being hired. Failure of a County pre-employment screen will disqualify the application from employment for one year. Any covered employee or applicant who has previously failed or refused a pre-employment drug test administered under this part, must provide proof of having successfully completing a referral, evaluation, and treatment plan by a substance abuse professional as described in 49 CFR Part 655.62. A covered employee who has not performed a safety sensitive duty for 90 consecutive days or more and has not been in the employer's random selection pool shall take a pre-employment drug test with a verified negative result before returning to safety sensitive duties.~~

~~J. Together with other accident testing which may be required by the County, DOT regulated employees must complete DOT drug and alcohol tests as soon as possible after they are involved in an accident while operating a County owned or leased vehicle, if the accident involves:~~

- ~~1. FMCSA accident requiring testing: An accident in which a fatality is involved; one or more motor vehicles are towed from the scene or someone is treated medically away from the scene, and a citation is issued to the CMV driver within 8 hours of the occurrence under state or local law for a moving violation arising from the accident and either of the aforementioned situations occur.~~
 - ~~2. FTA accident requiring testing: An accident in which a fatality is involved, one or more motor vehicle receives disabling damage, or someone requires immediate medical attention away from the scene, unless the driver can be completely discounted as a contributing factor. All surviving employees operating the mass transit vehicle at the time of the accident and all other covered employees whose performance could have contributed to the accident must also be tested after an accident involving a fatality. Alcohol testing must be done as soon as possible following an accident, but not more than eight hours after the accident. Drug testing must be done as soon as possible after the accident, but not more than 32 hours after the accident. If a post-accident alcohol test is not administered within two hours following the accident, the employer shall prepare and maintain on file a record stating the reasons for the delay. All DOT covered employees must remain readily available for testing after an accident including notifying the employer representative of the employee's whereabouts. Failure to do so will be considered a test refusal. Testing is stayed while the employee assists in the resolution of the accident or receives medical attention.~~
- ~~K. DOT regulated employees must complete random DOT drug and alcohol tests from a selection pool that includes only DOT regulated employees. Alcohol testing must occur just before, during, or just after the performance of their covered duties. Random selections will be made at a minimum of a quarterly basis by a scientifically valid computer program. The random tests will be spread reasonably throughout the year during all hours and days in which safety sensitive functions are performed. All covered employees will have an equal chance of being selected each time selections are made. Testing will be unannounced, and the employee must proceed immediately after being notified of the testing requirement.~~
- ~~L. DOT regulated employees may also be subject to drug and alcohol testing upon reasonable suspicion of probable drug or alcohol use using non-DOT testing forms. Reasonable suspicion determinations will be made by one or more trained supervisors that can articulate and substantiate physical, behavioral, and performance indicators of probable drug use or alcohol misuse by observing the appearance, behavior, speech, and/or body odors of the covered employee. Reasonable suspicion testing can be conducted just before a DOT regulated employee performs safety sensitive duties, during that performance, and just after an employee has performed covered duties.~~

- ~~M. A result of 0.04% or higher on the DOT alcohol test is a positive test result. DOT regulated employees with a DOT alcohol test result between 0.02% and 0.039% are prohibited from performing their safety sensitive related duties for a period of 24 hours or one shift, whichever is longer. Employee must submit to and be cleared prior to resuming work.~~
- ~~N. DOT regulated employees who receive a positive DOT drug or alcohol test result will be terminated, informed of educational and rehabilitation programs available, and referred to a Substance Abuse Professional (SAP) for assessment. The DOT regulated employee is responsible for any incurred costs associated with educational and rehabilitation programs or SAP assessments.~~
- ~~O. Specimen validity testing will be conducted on all urine specimens for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants of foreign substances were added to the urine, if the urine was diluted or if the specimen was substituted.~~
- ~~P. If a covered employee provides a negative dilute test result, they will be required to undergo a second test. If the second test is negative dilute it will be considered negative and no further testing is required.~~
- ~~Q. Any covered employee who questions the results for a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer (MRO) within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. The employee will pay for the cost of split sample testing, but the County may pay the vendor and seek reimbursement to avoid a delay in sample processing.~~
- ~~R. Refusal to submit to a drug/alcohol test shall be considered a positive test result and a direct act of insubordination and shall be subject to disciplinary action up to and including dismissal and referral to SAP. A test refusal includes the following circumstances:~~
- ~~1. A covered employee who leaves the scene of an accident without a legitimate explanation prior to submission to drug/alcohol tests.~~
 - ~~2. A covered employee who provides an insufficient volume of urine specimen or breath sample without a valid medical explanation. The medical evaluation shall take place within 5 days of the initial test attempt.~~

- ~~3. A covered employee whose urine sample has been verified by the MRO as substitute or adulterated.~~
 - ~~4. A covered employee fails to appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer.~~
 - ~~5. A covered employee fails to remain at the testing site until the testing process is complete.~~
 - ~~6. A covered employee fails to provide a urine specimen for any drug test required by Part 40 or DOT agency regulations.~~
 - ~~7. A covered employee fails to permit the observation or monitoring of a specimen collection.~~
 - ~~8. A covered employee fails or declines to take a second test the employer or collector has directed you to take.~~
 - ~~9. A covered employee fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the employer as part of the "shy bladder" or "shy lung" procedures.~~
 - ~~10. A covered employee fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector; behave in a confrontational way that disrupts the collection process).~~
 - ~~11. Failure to sign Step 2 of the Alcohol Testing form.~~
 - ~~12. Failure to follow the observer's interactions during an observed collection including interactions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.~~
 - ~~13. Possess or wear a prosthetic or other device that could be used to interfere with the collection process.~~
 - ~~14. Admit to the collector or MRO that you adulterated or substituted the specimen.~~
- ~~S. If a DOT regulated employee is directed to submit to a collection under direct observation in accordance with 49 CFR Part 40.67, the policy administrator or supervisor must explain to the employee the reason for a directly observed collection. Circumstances requiring direct observation include:~~
- ~~1. All return to duty tests.~~
 - ~~2. All follow up tests.~~
 - ~~3. Anytime the employee is directed to provide another specimen because the temperature on the original specimen was out of the acceptable temperature range.~~
 - ~~4. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.~~
 - ~~5. Anytime a collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen.~~

- ~~6. Anytime the employee is directed to provide another specimen because the laboratory reported to the MRO that the original specimen was invalid, and the MRO determined that there was not an adequate medical explanation for the results.~~
- ~~7. Anytime the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated, or substituted, but had to be cancelled because the test of the split specimen could not be performed.~~
- ~~T. Rowan County will notify North Carolina Division of Motor Vehicles within five business days of the date that a DOT regulated employee tests positive or refuses to participate in a drug or alcohol test required under 49 CFR Part 382 and 655, in accordance with NCGS 20-37.19.~~
- ~~U. Drug and Alcohol Policy Addendum Effective: January 1, 2018~~
 - ~~1. The United States Department of Transportation (USDOT) Office of Drug and Alcohol Policy and Compliance (ODAPC) has issued an update to USDOT's drug and alcohol testing regulation (49 CFR Part 40). The new regulation has been revised and the changes (summarized below) will become effective on January 1, 2018. Therefore, the Rowan County Transit drug and alcohol testing policy is amended as follows:~~
 - ~~2. CHANGES TO THE DRUG TESTING PANEL~~
 - ~~a. Four new opioids added to the drug testing panel—~~
 - ~~i. The USDOT drug test remains a “5 panel” drug test; however, the list of opioids for which are tested will expand from three to seven opioids.~~
 - ~~ii. The “opioid” category will continue to test for codeine, morphine, and heroin; however, the “opioid” testing panel will now be expanded to include four (4) new semi-synthetic opioids:~~
 - ~~iii. (1) Hydrocodone, (2) Hydromorphone, (3) Oxycodone, and (4) Oxymorphone.~~
 - ~~iv. Common brand names for these semi-synthetic opioids include, but may not be limited to: OxyContin®, Percodan®, Percocet®, Vicodin®, Lortab®, Norco®, Dilaudid®, Exalgo®.~~
 - ~~b. ‘MDA’ will be tested as an initial test analyte~~
 - ~~c. ‘MDEA’ will no longer be tested for under the “amphetamines” category.~~
 - ~~BLIND SPECIMEN TESTING~~
 - ~~d. The USDOT no longer requires blind specimens to be submitted to laboratories.~~
 - ~~3. ADDITIONS TO THE LIST OF “FATAL FLAWS”~~

a. ~~The following three circumstances have been added to the list of “fatal flaws”:~~

- i. ~~No CCF received by the laboratory with the urine specimen.~~
- ii. ~~In cases where a specimen has been collected, there was no specimen submitted with the CCF to the laboratory.~~
- iii. ~~Two separate collections are performed using one CCF.~~

~~4. MRO VERIFICATION OF PRESCRIPTIONS~~

a. ~~When a tested employee is taking a prescribed medication, after verifying the prescription and immediately notifying the employer of a verified negative result, the MRO must then (after notifying the employee) wait five (5) business days to be contacted by the employee’s prescribing physician before notifying the employer of a medical qualification issue or significant safety risk.~~

- i. ~~Specifically, in cases where an MRO verifies a prescription is consistent with the Controlled Substances Act, but that the MRO has still made a determination that the prescription may disqualify the employee under other USDOT medical qualification requirements, or that the prescription poses a significant safety risk, the MRO must advise the employee that they will have five (5) business days from the date the MRO reports the verified negative result to the employer for the employee to have their prescribing physician contact the MRO. The prescribing physician will need to contact the MRO to assist the MRO in determining if the medication can be changed to one that does not make the employee medically unqualified or does not pose a significant safety risk. If in the MRO’s reasonable medical judgment, a medical qualification issue or a significant safety risk still remains after the MRO communicates with the employee’s prescribing physician, or after five (5) business days, whichever is shorter, the MRO must communicate this issue to the employer consistent with 49 CFR Part 40.327.~~

~~5. DEFINITIONS~~

a. ~~The term “DOT, the Department, DOT Agency”~~

- i. ~~Modified to encompass all DOT agencies, including, but not limited to, FAA, FRA, FMCSA, FTA, PHMSA, NHTSA, Office of the Secretary (OST), and any designee of a DOT agency.~~
- ii. ~~For the purposes of testing under 49 CFR Part 40, the USCG (in the Department of Homeland Security) is considered to be a DOT agency for drug testing purposes.~~

- b. ~~The term “*Opiate*” is replaced with the term “*Opioid*” in all points of reference.~~
- c. ~~The definition of “*Alcohol Screening Device* (ASD)” is modified to include reference to the list of approved devices as listed on ODAPC’s website.~~
- d. ~~The definition of “*Evidential Breath Testing Device* (EBT)” is modified to include reference to the list of approved devices as listed on ODAPC’s website.~~
- e. ~~The definition of “*Substance Abuse Professional* (SAP)” will be modified to include reference to ODAPC’s website. The fully revised definition includes:~~
 - i. ~~A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.~~

~~NOTE:~~ ~~The revisions listed in this addendum include only those revisions to 49 CFR Part 40 which may be referenced in our drug & alcohol testing policy. A list of all the revisions made to 49 CFR Part 40 can be found at <https://www.transportation.gov/odapc>.~~

A. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full-time or part-time) at Rowan Transit who are regulated by the Department of Transportation when performing safety sensitive duties. A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any transit employee who operates a non-revenue service vehicle that requires a Commercial Driver’s License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

B. PURPOSE

1. The Rowan Transit System (RTS) serves all of Rowan County outside of the City of Salisbury’s Urban Transit System. RTS is a non-emergency public and paratransit services for the residents of Rowan County. Part of

our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, RTS declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.

2. Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result, or a refusal to test. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
3. Any provisions set forth in this policy that are included under the sole authority of RTS and **are not** provided under the authority of the above-named Federal regulations are underlined. Tests conducted under the sole authority of RTS will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.
4. It is the policy of the County to maintain an alcohol and drug free workplace to help ensure a safe, healthy, and productive drug-free work environment for County employees and others on County property, to protect County property, and to ensure efficient operations. The County has zero tolerance for the use of alcohol, illegal substances, prescription medications not prescribed to the employee, or the misuse of legally prescribed medications during work hours or the presence of these substances in the body during work hours regardless of when consumed.

C. DEFINITIONS

1. *Accident*: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:
 - a) An individual is killed or dies due to injuries sustained
 - b) An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
 - c) One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been

further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

2. *Adulterated specimen*: A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.
3. *Alcohol*: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.
4. *Alcohol Concentration*: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.
5. *Aliquot*: A fractional part of a specimen used for testing. It is taken as a sample representing the whole specimen.
6. *Canceled Test*: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.
7. *Confirmatory Drug Test*: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.
8. *Confirmatory Validity Test*: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.
9. *Covered Employee Under FTA Authority*: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).
10. *Designated Employer Representative (DER)*: An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.
11. *DOT, The Department, DOT Agency*: These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.
12. *Dilute specimen*: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

13. *Disabling damage*: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.
14. *Evidentiary Breath Testing Device (EBT)*: A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations, and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.
15. *Initial Drug Test: (Screening Drug Test)* The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.
16. *Initial Specimen Validity Test*: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid
17. *Invalid Result*: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.
18. *Laboratory*: Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.
19. *Limit of Detection (LOD)*: The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.
20. *Limit of Quantitation*: For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.
21. *Medical Review Officer (MRO)*: A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.
22. *Negative Dilute*: A drug test result which is negative for the five drug/drug metabolites but has creatinine and specific gravity values that are lower than expected for human urine.
23. *Negative result*: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid

specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

24. *Non-negative test result:* A urine specimen that is reported as adulterated, substituted, invalid, or positive for drug/drug metabolites.
25. *Oxidizing Adulterant:* A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.
26. *Performing (a safety-sensitive function):* A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.
27. *Positive result:* The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.
28. *Prohibited drug:* Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine as specified in 49 CFR Part 40, as amended.
29. *Reconfirmed:* The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.
30. *Rejected for Testing:* The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.
31. *Revenue Service Vehicles:* All transit vehicles that are used for passenger transportation service.
32. *Safety-sensitive functions:* Employee duties identified as:
 - a) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
 - b) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
 - c) Maintaining a revenue service vehicle or equipment used in revenue service.
 - d) Controlling the movement of a revenue service vehicle and
 - e) Carrying a firearm for security purposes.
33. *Split Specimen Collection:* A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).
34. *Substance Abuse Professional (SAP):* A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

35. *Substituted specimen:* A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.
36. *Test Refusal:* The following are considered a refusal to test if the employee:
- a) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
 - b) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
 - c) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
 - d) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
 - e) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
 - f) Fail or decline to take a second test as directed by the collector or the employer for drug testing.
 - g) Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
 - h) Fail to cooperate with any part of the testing process.
 - i) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
 - j) Possess or wear a prosthetic or other device used to tamper with the collection process.
 - k) Admit to the adulteration or substitution of a specimen to the collector or MRO.
 - l) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
 - m) Fail to remain readily available following an accident.
 - n) As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
37. *Vehicle:* A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.
38. *Verified negative test:* A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use at or above the minimum cutoff levels established by the Department of Health and Human Services (HHS).
39. *Verified positive test:* A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the minimum cutoff levels specified in 49 CFR Part 40 as revised.
40. *Validity testing:* The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of

validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

D. EDUCATION AND TRAINING

1. Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
2. All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

1. Prohibited substances addressed by this policy include the following.
 - a) Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1308.11 through 1308.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. It is important to note that the use of marijuana in any circumstances remains completely prohibited for any safety-sensitive employee subject to drug testing under USDOT regulations. The use of marijuana in any circumstance (including under state recreational and/or medical marijuana laws) by a safety-sensitive employee is a violation of this policy and a violation of the USDOT regulation 49 CFR Part 40, as amended.
 - b) Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty. It is the policy of Rowan County to maintain an alcohol and drug free workplace to help ensure a safe, healthy, and productive drug-free work environment for County

employees and others on County property, to protect County property, and to ensure efficient operations. The County has zero tolerance for the use of alcohol, illegal substances, prescription medications not prescribed to the employee, or the misuse of legally prescribed medications during work hours or the presence of these substances in the body during work hours regardless of when consumed.

2. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to the Risk Manager.

3. Prescription or Over-The-Counter Drug Requirements for Safety-Sensitive Employees

- a) In the interest of protecting employees and others, safety-sensitive employees must make sure that any prescribed drug or any combination of drugs being taken will not adversely impact their ability to perform assigned duties. The prescribing physician must approve the medications to ensure that the employee's job duties can be performed safely. This approval must be reported to the Risk Manager. Employees can obtain a Medication Approval Form from Risk Management. This form must be returned to Risk Management within seven (7) days from the date of return to work or from the start of taking the medication(s), whichever is earlier. If an employee or supervisor has any questions, the employee should contact the Risk Manager.

4. Employees will be provided a copy of their job description for their treating physician and must additionally explain their job duties in depth to their doctor and ensure that use of prescribed medications will not pose a safety risk to themselves, other employees, or the general public.
5. If the employee's use of prescription or non-prescription drugs has endangered the employee, other employees or the public, or has contributed to an accident, the employee may be subject to discipline, up to and including dismissal in accordance with 10.4 Employee Discipline.
6. Side Effects Employees who experience side effects or do not feel fit for duty, regardless of medications or previous approvals, must consult their personal physician and immediately refrain from performing hazardous activities, including driving and working with machinery.
7. Confidentiality of Records and Verification. Medication approval forms will be kept in the employee's confidential medical file located in Human Resources. Compliance with HIPPA regulations will be adhered to at all times.
8. Alcohol: The use of beverages containing alcohol (including mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited.

F. PROHIBITED CONDUCT

1. Illegal use of the drugs listed in this policy and as defined in 49 CFR Part 40, as amended is prohibited at all times. All covered employees are prohibited

from reporting for duty or remaining on duty if they have used a prohibited drug as defined in 49 CFR Part 40, as amended.

2. Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
3. RTS shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
4. Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
 - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:
 - i. The employee's alcohol concentration measures less than 0.02; or
 - ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
5. No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
6. No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
7. Rowan County, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
8. Consistent with the Drug-free Workplace Act of 1988, all RTS employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the RTS management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

H. TESTING REQUIREMENTS

1. Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up.
2. A drug test can be performed any time a covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under Rowan County authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.
3. All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with RTS. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

I. DRUG TESTING PROCEDURES

1. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
2. The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) or Liquid Chromatography/Mass Spectrometry (LC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS or LC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.
3. The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of

the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to RTS. If a legitimate explanation is found, the MRO will report the test result as negative.

4. If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
5. Any covered employee who questions the results of a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. RTS will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample, however Rowan County will seek reimbursement for the split sample test from the employee.
6. If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.
7. The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.
8. Observed collections
 - a) Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
 - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to RTS that there was not an adequate medical explanation for the result;

- ii. The MRO reports to RTS that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
- iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- v. The temperature on the original specimen was out of range;
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
- vii. All follow-up-tests; or
- viii. All return-to-duty tests

J. ALCOHOL TESTING PROCEDURES

1. Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.
2. A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for

at least eight hours and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

3. RTS affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
4. The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

1. All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.
 - a) All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
 - b) An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
 - c) If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
 - d) When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
 - e) If a pre-employment test is canceled, will require the applicant to take and pass another pre-employment drug test.
 - f) In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.

- g) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h) Applicants are required (even if ultimately not hired) to provide RTS with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. RTS is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered employer, the applicant must provide RTS proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

1. All RTS FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Rowan County authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.
2. Employees Suspected of Being Impaired:
 - a) An employee who suspects that a co-employee may be under the influence of a substance which impairs performance should immediately notify his or her supervisor or some other member of management in order that the employee suspected of being impaired can be observed and evaluated by management and, if possible, medical personnel. For further information regarding Reasonable Cause or Suspicion Testing, refer to 9.15 Drug and Alcohol Policy. For reasonable suspicion the Transit and Human Resources Directors shall both be called immediately and the employee placed on administrative leave pending disciplinary action described in

Section Q of this policy. No employee should place themselves and/or others into a situation which could endanger the physical safety of those present. Rowan County shall be responsible for transporting the employee to the test site. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and will be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.

- b) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the individual who made the observation. This written record shall be submitted to the Transit Director.
- c) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section Q of this policy. Rowan County shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the County. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

M. POST-ACCIDENT TESTING

1. FATAL ACCIDENTS – A covered employee will be required to undergo urine and breath testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.
2. NON-FATAL ACCIDENTS – A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:
 - a) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
 - b) One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the

covered employee can be completely discounted as a contributing factor to the accident

3. In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.
4. As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.
5. The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
6. Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.
7. An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
8. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
9. In the rare event that RTS is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), RTS may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. RANDOM TESTING

1. All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees.

2. The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the normal work day.
3. The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.
4. Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
5. Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under RTS authority.
6. Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under Rowan County authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
7. Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING

Rowan County will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety. The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both.

P. FOLLOW-UP TESTING

1. Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six

tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

2. In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

1. Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAP) for assessment, and shall subject that employee to immediate termination of employment in accordance with 10.4 Employee Discipline.
2. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
3. Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and an act of insubordination. Therefore, refusal to test shall subject that employee to immediate termination in accordance with 10.4 Employee Discipline. Terminate employees shall receive a list of USDOT qualified SAPs. A test refusal is defined as any of the following circumstances:
 - a) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
 - b) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
 - c) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
 - d) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.

- e) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
 - f) Fail or decline to take a second test as directed by the collector or the employer for drug testing.
 - g) Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
 - h) Fail to cooperate with any part of the testing process.
 - i) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
 - j) Possess or wear a prosthetic or other device used to tamper with the collection process.
 - k) Admit to the adulteration or substitution of a specimen to the collector or MRO.
 - l) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
 - m) Fail to remain readily available following an accident.
 - n) As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
4. An alcohol test result of ≥ 0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight hours. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NONDOT alcohol test with a result of less than 0.02 BAC.
5. In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
- a) Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return-to-work agreement;
 - b) Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from RTS employment.
 - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in Section P of this policy; however, all follow-up testing performed as part of a return-to-work agreement required under section Q of this policy is under the sole authority of Rowan County and will be performed using non-DOT testing forms.
 - c) Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. All tests conducted as part of the return-to-

work agreement will be conducted under company authority and will be performed using non-DOT testing forms.

- d) A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.
 - e) Periodic unannounced follow-up drug/alcohol testing conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.
 - f) A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Rowan County.
 - g) A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
6. An employee must notify Human Resources of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction. Violation of this policy and/or alcohol or controlled substance-impaired behavior on the job shall be deemed unacceptable personal conduct which shall be cause for disciplinary action up to and including immediate termination in accordance with 10.4 Employee Discipline.
7. An employee shall notify the Director and/or Operations Manager if charged off the job for driving while impaired (DWI) or driving under the influence (DUI) or for the use, sale, or possession of a controlled dangerous substance within forty-eight (48) hours. The Human Resources Director and/or Risk Manager, will investigate the incident with the Transit Director and determine disciplinary action up to and including immediate termination in accordance with 10.4 Employee Discipline.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

Rowan County and RTS are dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

- 1. Drug/alcohol testing records shall be maintained by the RTS Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.

2. The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
3. Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need-to-know basis.
4. Records will be released to a subsequent employer only upon receipt of a written request from the employee.
5. Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
6. Records will be released to the National Transportation Safety Board during an accident investigation.
7. Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
8. Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
9. Records will be released if requested by a Federal, state or local safety agency with regulatory authority over RTS or the employee.
10. If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken
11. In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

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: July 11, 2022
SUBJECT: Environmental Management A/R Write Off

The Finance Department is requesting the approval to write off Environmental Management debt older than 10 years.

Please approve the write off of Environmental Management debt that is 10 years and older and has been uncollectable.

ATTACHMENTS:

| Description | Upload Date | Type |
|---|--------------------|-------------|
| Environmental Management Debt Write Off | 7/11/2022 | Cover Memo |

James M. Howden, CPA
Finance Director



Lisa F. Bevis
Assistant Finance Director

Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326
Telephone 704-216-8170 • Fax 704-216-8166

To: Rowan County Board of Commissioners

From: James M. Howden, Finance Director

Date: June 28, 2022

In accordance with General Statute 1-56 Page 1 Article 5A, the Finance Department requests the relief of Landfill account balances 10 years or more in age. The Finance Department is asking the Board of Commissioners to approve outstanding Landfill vendor balances for the fiscal year 2012 and earlier as insolvent. This calculates to 20 vendors in the total amount of \$46,571.20.

Equal Opportunity Employer



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Kelly Natoli, Assistant County Manager/HR Director
DATE: 07-12-22
SUBJECT: Reclassification of Peer Support Specialist Position

Please accept this request to reclassify position number 200063 Temporary Peer Support Specialist to regular full-time Certified Peer Support Specialist. The approximate cost of this request \$59,755 annual (benefits included). Funds for this position were already approved under the PORT program salary line item 1155270-510005 included in the 2023 budget. Alyssa Harris, Public Health Director, is requesting that this become a permanent position.

Please approve this request.

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: July 13, 2022
SUBJECT: Approve 4.2% Increase in Water Fees for the Northeast Water System

ATTACHMENTS:

Description

Memorandum

Upload Date

7/13/2022

Type

Cover Memo

Rowan County

130 West Innes Street, Salisbury, NC 28144
Phone (704) 216-8100 FAX (704) 216-8166

To: Rowan County Board of Commissioners
Aaron, Church, County Manager

From: Anna Bumgarner, Finance Director

Re: Approve 4.2% Increase in Water Fees for the Northeast Water System

Date: July 18, 2022

The purpose of this agenda item is to approve a 4.2% increase in water fees for the Northeast Water System. The 4.2% increase is based on the increase approved by the Salisbury City Council on June 21, 2022. The current rate is \$72.51 the new rate will be \$75.55 effective July 1, 2022, for up to 5,000 gallons of potable water. For every gallon after 5,000 the current rate is \$6.72 and the new rate will be \$7.00 per 1,000 gallons.

Recommendation:

1. Board of Commissioners approve a 4.2% increase in water fees for the Northeast Water System effective July 1, 2022. The new rate shall be \$75.55 a month. This provides each customer up to 5,000 gallons in potable water. Every gallon after 5,000 shall be \$7.00 per 1,000 gallons.
2. Authorize the County Manager to mail the attached letter.

Rowan County

130 West Innes Street, Salisbury, NC 28144
Phone (704) 216-8100 FAX (704) 216-8166

Dear Rowan County Water Customer,

The purpose of this letter is to notify you of a 4.2% water rate increase for Rowan County Customers. The 4.2% increase is based on the increase approved by the Salisbury City Council on June 21, 2022. The new rates become Effective July 1, 2022, and will be reflected in the August 2022 billing statements.

The new rate will be \$75.55 which provides each customer up to 5,000 gallons a month in potable water. Every gallon after 5,000 gallons will be \$7.00 per \$1,000 gallons.

If you have any questions, please call 704-216-8180.

Sincerely,

Aaron Church
Rowan County Manager

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Pamela Ealey, Planning Technician
DATE: 07/07/2022
SUBJECT: Road Name Change-Public Hearing

The following road name changes have been submitted to the Rowan County Planning Department and are presented for approval by the Board of Commissioners. As required by NCGS 153A-239.1, this public hearing will be held on July 18, 2022, to consider and receive comment for the following road name requests:

1. Currently Known As: **N/A**

Proposed Name: ***Packard Dr.***

Location: Drive to west off of Performance Rd which is off of Wilkinson Rd (SR 1357)

Property Owners: Matt Erich-Performance Park Holdings LLC

Reason for Change: The developer is planning a third building on parcel 239 086, per ordinance it must be named because more than 2 structures using same drive. Owners submitted a petition with the name choice.

2. Currently Known As: **N/A**

Proposed Name: ***Ancestry Trail***

Location: Drive to south off of Poole Rd 100 block

Property Owners: Harold and Morgan Johnson, Ethel Johnson

Reason for Change: there are currently 2 structures sharing a driveway, with many more structures to come. Per ordinance this mandates the naming of the driveway. Property owners submitted a unanimous petition choosing the name.

Continuation from June 6, 2022

3. Currently Known As: **No Name driveway**

Proposed Name: **~~*Sills Creek Trail*~~ Jones Farm Road**

Location: 700 block of Jones Road

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

Reason for Change: there are more than 2 houses sharing a driveway, per ordinance this mandates the naming of the driveway. *This was tabled in June, the first proposed name was Sills Creek Trail, this name is repeated in Iredell County which adjoins to this community. Property owners suggest name of Jones Farm Road.*

Hold public hearing during 7/18/22 meeting.

ATTACHMENTS:

| Description | Upload Date | Type |
|-----------------------------|--------------------|-------------|
| Hearing Memo | 7/7/2022 | Cover Memo |
| Petition-Poole Road | 7/7/2022 | Cover Memo |
| Petition-Performance Rd | 7/7/2022 | Cover Memo |
| Presentation at BOC meeting | 7/7/2022 | Cover Memo |

TO: Chairman Edds and the Rowan County Board of Commissioners
FROM: Pamela Ealey, Planning Technician
RE: Road Names
DATE: July 6, 2022

ROAD NAME CHANGE— A PUBLIC HEARING HAS BEEN SET

The following road name changes have been submitted to the Rowan County Planning Department and are presented for approval by the Board of Commissioners. As required by NCGS 153A-239.1, this public hearing will be held on July 18, 2022, to consider and receive comment for the following road name requests:

1. Currently Known As: **N/A**
 Proposed Name: ***Packard Dr.***
 Location: Drive to west off of Performance Rd which is off of Wilkinson Rd (SR 1357)
 Property Owners: Matt Erich-Performance Park Holdings LLC
 Reason for Change: The developer is planning a third building on parcel 239 086, per ordinance it must be named because more than 2 structures using same drive. Owners submitted a petition with the name choice.

2. Currently Known As: **N/A**
 Proposed Name: ***Ancestry Trail***
 Location: Drive to south off of Poole Rd 100 block
 Property Owners: Harold and Morgan Johnson, Ethel Johnson
 Reason for Change: there are currently 2 structures sharing a driveway, with many more structures to come. Per ordinance this mandates the naming of the driveway. Property owners submitted a unanimous petition choosing the name.

- Continuation from June 6, 2022***
3. Currently Known As: **No Name driveway**
 Proposed Name: ~~***Sills Creek Trail***~~ **Jones Farm Road**
 Location: 700 block of Jones Road
 Property Owners: Brian Bradshaw, James and Heather Smith, Daryl Hartsell, Alan Lipscomb
 Reason for Change: there are more than 2 houses sharing a driveway, per ordinance this mandates the naming of the driveway. *This was tabled in June, the first proposed name was Sills Creek Trail, this name is repeated in Iredell County which adjoins to this community. Property owners suggest name of Jones Farm Road.*

ROWAN COUNTY
Planning and Development
Road Naming
911 Addressing



Return this completed petition form to:
Rowan County Planning and Development
Pamela Ealey, Planning Technician
402 N Main Street, Suite 204
Salisbury, NC 28144
Phone: 704 216-8603 Fax: 704 216-7986
Email: pamela.ealey@rowancountync.gov

The General Statutes of the State of North Carolina, NCGS 153A-239.1, authorizes the Rowan County Board of Commissioners to name or rename any road within the County not lying within the corporate limits of a municipality.

This petition must be complete for all requests. If you are naming a private road, **please enclose a sketch of the road with all homes and resident's names and current addresses along the road.** It is very important to depict all homes on the diagram. These names and structures will be referenced with county tax maps to help ensure an accurate property address. In addition, all rental housing along the road with names and addresses of the current tenants should be included on the diagram.

**FOLLOWING THE DIRECTIONS THROUGHOUT THIS PETITION
IS NECESSARY FOR PROCESSING IN A TIMELY MANNER.**

With the exception of roads in new subdivisions, for which is the cost of the sign is the responsibility of the developer, the county provides and maintains road signs.

NEW NAME PROPOSED FOR THE ROAD:

Please choose three different names for the proposed road name. These choices should be listed in order of preference. The road name choices will be evaluated by the following criteria:

1. The proposed name must not be a duplicate or sound deceptively similar to the name of any other road in Rowan County, including all municipalities.
2. The proposed road name shall not be that of an individual person.
3. All names ending in street, avenue, drive, lane, etc. will be treated as the same name. For example, if there is an existing Wood Street, there cannot be a new road named Wood Drive. This is a duplicate road name.

**PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE PRIOR TO
RETURNING PETITION.**

First Choice: Ancestry Rd Trail
Second Choice: Friendship Rd.
Third Choice: Sandy Ground Rd.

It is also important to remember that any or all addresses along the road may be changed during the naming process.

ROAD NAME PETITION

We the undersigned present this petition and request that a public hearing be set by the Rowan County Board of Commissioners to consider the following matter indicated by a check mark () and described below:

☒ Assignment of a name to an unnamed road.

☐ Changing the name of road.

Location of road: Describe the location of road in relation to major highways or state road

State road numbers(s). Complete the following that is applicable:

(Secondary road (SR) & Four Digits) SR _____ (Highway Number) NC# _____
US# _____

Present name of road: Name by which the road is currently known. If the road has no name, write "no name." No Name

Petitioners:

Petitioners are property owners who own property along the road. Along with each signature include the mailing address, telephone number, and tax map and parcel number.

In order for the petition to be processed, a majority of the PROPERTY OWNERS along the road must be in favor of the petition. A majority consists of 50% + 1 of the property owners. **Petitions having less than a majority may be returned to the petition leader for additional signatures and may be submitted for Board of Commissioner approval through the special consideration procedure.**

UNANIMOUS PETITIONS submitted with 100% of property owners' signatures may be approved by the addressing committee located within the Planning and Development Department while **MAJORITY and SPECIAL CONSIDERATION** petitions will be taken for Commissioner approval through the public hearing process and may take 30 days or more for the procedure.

***When submitting petition, remember to include the diagram of the road with all structures and current addresses noted. This is very important to the process as it helps ensure that everyone receives a correct address. You will be notified of completion of the road naming process after final action.**

Petition leader: must own property along the proposed road, otherwise the petition is void:

SIGNATURE _____
Address _____
City _____ State _____ Zip _____
Telephone: Home _____ Other _____ Tax map/parcel number _____

DATE: _____

Road name agreed on:

1. Ancestry Rd.
2. Friendship Rd.
3. Sandy Ground Rd.

Signature, address and telephone number of PROPERTY OWNER:

1. SIGNATURE James D. Barger
Address 1110 Barlow St.
Salisbury N.C. 28144
Map _____ Parcel _____
Phone #: 704-436-5803

5. SIGNATURE John A. P...
Address 1177 Beagle Run
Salisbury, NC 28146
Map _____ Parcel _____
Phone #: 704-777-8955

2. SIGNATURE Ethel Johnson-Tueloch
Address 460 Beagle Club Rd.
Salisbury, NC 28146
Map 627 Parcel 043
Phone #: 704-636-1291

6. SIGNATURE 2 into 1
Address PO Box 313
EAST SALISBURY NC 28146
Map _____ Parcel _____
Phone #: 980-432-4442

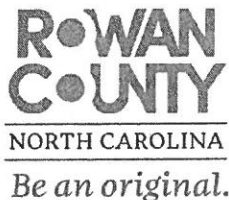
3. SIGNATURE Cap'n L. Johnson
Address 635 Young Rd
Salisbury NC 28144
Map _____ Parcel _____
Phone #: 910-286-1269

7. SIGNATURE Leith L. L...
Address 43 ERASMUS ST
BROOKLYN NY 11226
Map _____ Parcel 477-3378 627043
Phone #: 917-297-6846

4. SIGNATURE Morgan B. Drake
Address 584 Townhouse Ln
Fayetteville NC 28311
Map 627 Parcel 041
Phone #: 910-574-2081

8. SIGNATURE SK
Address 3560 Snydler Ave
BKLYN NY 11203 apt 710
Map _____ Parcel 627043
Phone #: (646) 369-2977

ROWAN COUNTY
Planning and Development
Road Naming
911 Addressing



Return this completed petition form to:
Rowan County Planning and Development
Pamela Ealey, Planning Technician
402 N Main Street, Suite 204
Salisbury, NC 28144
Phone: 704 216-8603 Fax: 704 216-7986
Email: pamela.ealey@rowancountync.gov

The General Statutes of the State of North Carolina, NCGS 153A-239.1, authorizes the Rowan County Board of Commissioners to name or rename any road within the County not lying within the corporate limits of a municipality.

This petition must be complete for all requests. If you are naming a private road, **please enclose a sketch of the road with all homes and resident's names and current addresses along the road.** It is very important to depict all homes on the diagram. These names and structures will be referenced with county tax maps to help ensure an accurate property address. In addition, all rental housing along the road with names and addresses of the current tenants should be included on the diagram.

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**PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE PRIOR TO
RETURNING PETITION.**

First Choice: PACKARD DRIVE

Second Choice: HUDSON DRIVE

Third Choice: CLEVELANDER DRIVE

It is also important to remember that any or all addresses along the road may be changed during the naming process.

ROAD NAME PETITION

We the undersigned present this petition and request that a public hearing be set by the Rowan County Board of Commissioners to consider the following matter indicated by a check mark () and described below:

- ☒ Assignment of a name to an unnamed road.
☐ Changing the name of road.

Location of road: Describe the location of road in relation to major highways or state road
TURN OFF STATE ROAD 1357 INTO PERFORMANCE RD (2787,2788)

State road number(s). Complete the following that is applicable:

(Secondary road (SR) & Four Digits) SR 2787,1357 (Highway Number) NC# NC 152
US# _____

Present name of road: Name by which the road is currently known. If the road has no name, write "no name." NO NAME

Petitioners:

Petitioners are property owners who own property along the road. Along with each signature include the mailing address, telephone number, and tax map and parcel number.

In order for the petition to be processed, a majority of the PROPERTY OWNERS along the road must be in favor of the petition. A majority consists of 50% + 1 of the property owners. **Petitions having less than a majority may be returned to the petition leader for additional signatures and may be submitted for Board of Commissioner approval through the special consideration procedure.**

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***When submitting petition, remember to include the diagram of the road with all structures and current addresses noted. This is very important to the process as it helps ensure that everyone receives a correct address. You will be notified of completion of the road naming process after final action.**

Petition leader: must own property along the proposed road, otherwise the petition is void:

SIGNATURE [Signature]
Address 19037 CHANDLERS LANDING
City CORNELIUS State NC Zip 28031
Telephone: Home 317-435-9781 Other 317-435-9781 Tax map/parcel number 239 086

DATE: 05/30/2022

Road name agreed on:

1. PACKARD DRIVE
2. _____
3. _____

Signature, address and telephone number of PROPERTY OWNER:

1. SIGNATURE _____
Address _____

Map _____ Parcel _____
Phone #: _____

2. SIGNATURE _____
Address _____

Map _____ Parcel _____
Phone #: _____

3. SIGNATURE _____
Address _____

Map _____ Parcel _____
Phone #: _____

4. SIGNATURE _____
Address _____

Map _____ Parcel _____
Phone #: _____

5. SIGNATURE _____
Address _____

Map _____ Parcel _____
Phone #: _____

6. SIGNATURE _____
Address _____

Map _____ Parcel _____
Phone #: _____

7. SIGNATURE _____
Address _____

Map _____ Parcel _____
Phone #: _____

8. SIGNATURE _____
Address _____

Map _____ Parcel _____
Phone #: _____

OWNER: DONALD GARR, JR.
 1775 WINDSOR RD
 PARRIS, NC 28586
 (DEED 8519 AC)
 USE: DRUGSTORE

OWNER: DONALD GARR, JR.
 1775 WINDSOR RD
 PARRIS, NC 28586
 (DEED 8519 AC)
 USE: DRUGSTORE

OWNER: DONALD GARR, JR.
 1775 WINDSOR RD
 PARRIS, NC 28586
 (DEED 8519 AC)
 USE: DRUGSTORE

NOTE: SEE SITE SURVEY (DATED 9-10-2021) BY
 STUBBINS SURVEYING CO., PA FOR MORE DETAIL
 SITE INFORMATION

PROJECT DATA

OWNER: MATT ERICH
 706 PERFORMANCE RD
 PARRIS, NC 28586
 (DEED 2.58 AC)
 USE: OFFICE/STORAGE

OWNER: RUDOLPH, LLC
 706 PERFORMANCE RD
 PARRIS, NC 28586
 (DEED 2.58 AC)
 USE: OFFICE/STORAGE

PROPOSED USE:
 BUILDING 1: PERSONAL STORAGE
 BUILDING 2: LIGHT INDUSTRIAL

NO. EMPLOYEES:
 BUILDING 1: 4
 BUILDING 2: 5

HOURS OF OPERATION:
 BUILDING 1: M-F 9:00 TO 5:00
 BUILDING 2: M, W, & F 9:00 TO 5:00

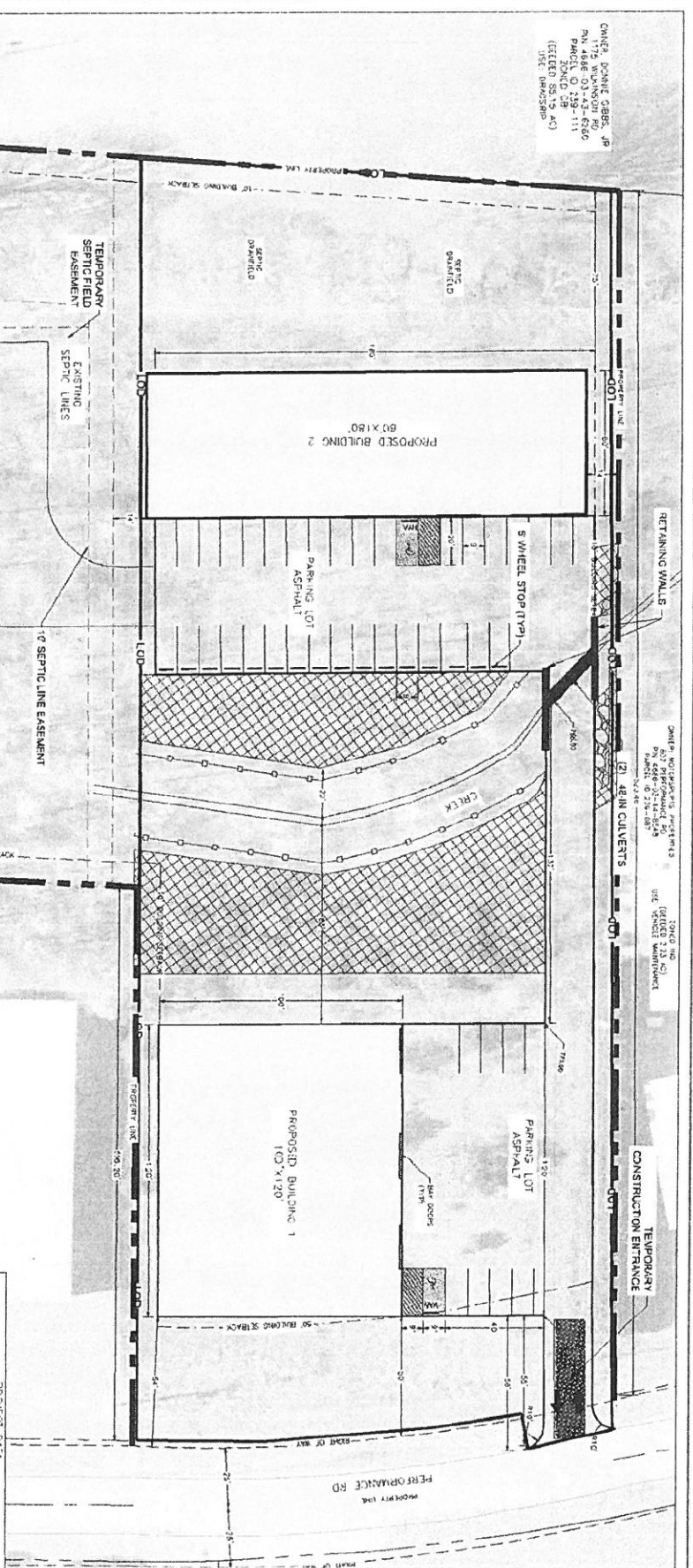
PROPOSED AREAS:
 BUILDING 1: 12,000 SF
 BUILDING 2: 10,000 SF
 ACCESS/PARKING: 8,000 SF
 TOTAL: 30,000 SF

PERMITS:
 3.75 AC (DEED)
 4.688 AC (DEED)

PREVIOUS AREAS:
 BUILDING 1: 12,000 SF
 BUILDING 2: 10,000 SF
 ACCESS/PARKING: 8,000 SF
 TOTAL: 30,000 SF

3.75 AC (DEED)
 4.688 AC (DEED)

| NO. | DATE | DESCRIPTION |
|-----|-----------|-------------|
| 1 | 1/11/2021 | DC 27, 2021 |
| 2 | 1/11/2021 | DC 27, 2021 |
| 3 | 1/11/2021 | DC 27, 2021 |



NEW SITE PLAN FOR: **MATT ERICH**

798+500 PERFORMANCE RD MOORESVILLE NC ROWAN CO PIN 239 086

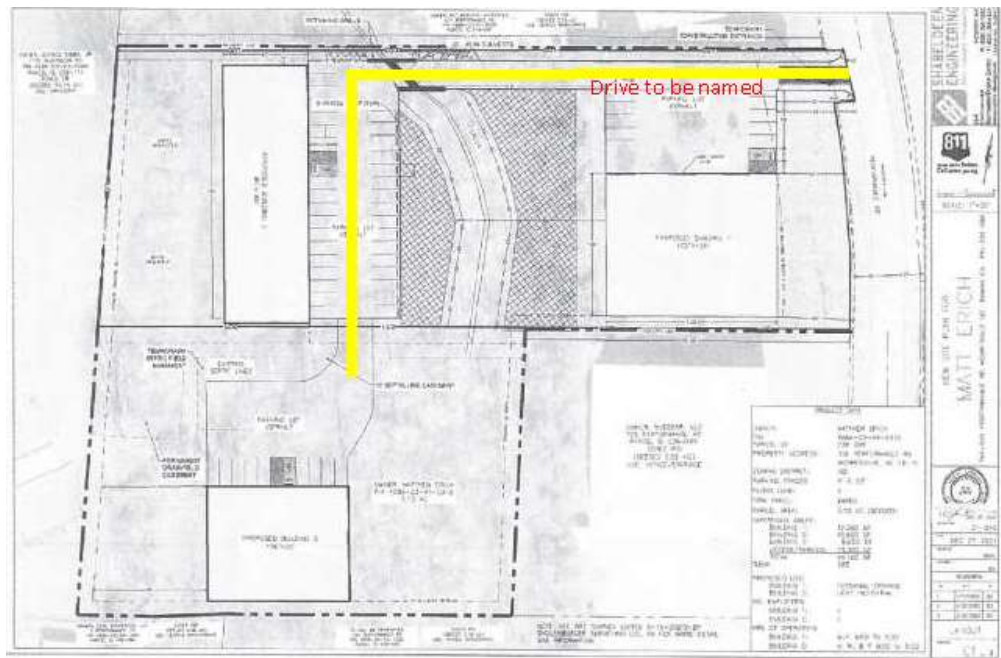
Call 811 before you dig

SCALE: 1" = 20'

SHABELDEEN ENGINEERING
 Ethics • Integrity • Engineering

Civil
 Environmental
 Stormwater/Environ Control
 Construction Management

HICKORY, NC
 P: (828) 320-7252
 F: (828) 320-7253
 License No. C-29419



1. Currently Known As: **N/A**

Proposed Name: ***Packard Dr.***

Location: Drive to west off of Performance Rd which is off of Wilkinson Rd (SR 1357)

Property Owners: Matt Erich-Performance Park Holdings LLC

Reason for Change: The developer is planning a third building on parcel 239 086, per ordinance it must be named because more than 2 structures using same drive. Owners submitted a petition with the name choice.

2. Currently Known As: **N/A**

Proposed Name: ***Ancestry Trail***

Location: Drive to south off of Poole Rd
100 block

Property Owners: Harold and Morgan Johnson, Ethel Johnson

Reason for Change: there are currently 2 structures sharing a driveway, with many more structures to come. Per ordinance this mandates the naming of the driveway.

Property owners submitted a unanimous petition choosing the name.



Continuation from June 6, 2022

1. Currently Known As: **No Name driveway**

Proposed Name: ~~Sills Creek Trail~~ Jones Farm Road

Location: 700 block of Jones Road

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

Reason for Change: there are more than 2 houses sharing a driveway, per ordinance this mandates the naming of the driveway. *This was tabled in June, the first proposed name was Sills Creek Trail, this name is repeated in Iredell County which adjoins to this community. Property owners suggest name of Jones Farm Road.*



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart
DATE: July 8, 2022
SUBJECT: PE 02-22: Richard Jackson

Richard Jackson is requesting a permit to exceed the noise ordinance standards for “A public event for everyone to come and enjoy the entertainment, music, and food are free, [sic] for the public of surrounding area” at 3811 Old Mocksville Road Salisbury (Parcel ID 308-198) on Saturday, September 3, 2022 from 5:00 PM to 10:00 PM. Based on the site plan, a stage would be placed just north of a new home under construction with speakers directed south towards the two (2) tents (see site plan). Three (3) portable toilets and sink wash stations are proposed to serve the anticipated 150 to 200 guests. According to information shared by Mr. Jackson, father of property owner Darrius Massey, this will be the 3rd annual Labor Day event, which will feature two (2) musical artists from the region.

See attached for more information.

1. Receive staff report
2. Applicant comments
3. Public comment
4. Approve or approve with conditions / Table / Deny PE 02-22

ATTACHMENTS:

| Description | Upload Date | Type |
|---|--------------------|-------------|
| Staff Report | 7/8/2022 | Exhibit |
| Site Plan | 7/8/2022 | Exhibit |
| Applicant Event Summary and Background Info | 7/8/2022 | Exhibit |
| GIS Map | 7/8/2022 | Exhibit |
| Application | 7/8/2022 | Exhibit |
| Public Comment Form #1 | 7/12/2022 | Cover Memo |
| Public Comment Form #2 | 7/13/2022 | Cover Memo |



Rowan County Department of Planning & Development

402 North Main Street – Suite 204 – Salisbury, NC 28144

Phone: (704) 216-8588

www.rowancountync.gov/planning

MEMORANDUM

TO: Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: July 7, 2022
RE: **PE 02-22; Richard Jackson**

REQUEST

Richard Jackson is requesting a permit to exceed the noise ordinance standards for “A public event for everyone to come and enjoy the entertainment, music, and food are free, [sic] for the public of surrounding area” at 3811 Old Mocksville Road Salisbury (Parcel ID 308-198) on Saturday, September 3, 2022 from 5:00 PM to 10:00 PM. Based on the site plan, a stage would be placed just north of a new home under construction with speakers directed south towards the two (2) tents (see site plan). Three (3) portable toilets and sink wash stations are proposed to serve the anticipated 150 to 200 guests. According to information shared by Mr. Jackson, father of property owner Darrius Massey, this will be the 3rd annual Labor Day event, which will feature two (2) musical artists from the region.

According to Section 14-10 of the Noise Ordinance, “It shall be unlawful for any person, group, event or business to play, use or otherwise operate any sound amplification equipment (to include radio, tape player, stereos, etc.) emitting sound that is unreasonable, frequent and continued with such volume at any time on any given day of the week, in a manner which may annoy or disturb the quiet, comfort or repose of the general public. This provision is applicable when the source of the noise is plainly audible to the responding law enforcement officer at a distance of one hundred (100) feet.”

However, Section 14-12 provides an opportunity to exceed the amplified sound standards in the form of a “permit to exceed” when the event is open to the public.

**APPLICATION
REVIEW**

As provided in Section 14-12 (c) of the Rowan County Noise Ordinance, the following criteria shall be considered in issuing or denying an application for a permit to exceed:

1. The timeliness of the application.

Finding: Planning Staff received the application on May 17th and additional information later in June.

2. The nature of the requested activity.

Finding: According to Mr. Jackson, the event is open to the public and will feature free food / drink along with live entertainment.

3. Previous experience with the applicant.

Finding: Mr. Jackson and Mr. Massey submitted a rezoning petition in the spring of 2021 to construct an event center on the subject property. During the April 26, 2021 Planning Board courtesy hearing, citizens expressed concerns regarding vehicles inhibiting traffic along Old Mocksville Road, overflow parking at nearby Ellis Park, and noise / late hours with a Labor Day party that took place on the property in 2020. The applicants withdrew the application due to the concerns and Planning Board recommended denial of the application. Refer to enclosed summary from applicant regarding background. See item #9 for additional detail.

4. The time of the event.

Finding: According to the application, the event will take place on September 3rd between 5:00 PM and 10:00 PM.

5. Other activities in the vicinity of the proposed event.

Finding: None to knowledge. Ellis Park is open until 9PM but does not have any planned events at this time and, according to park staff, will not be used to accommodate guest parking for this event.

6. Frequency of the event.

Finding: This would be the 3rd annual Labor Day event.

7. Cultural or social benefits of the proposed event.

Finding: See #2.

8. The effect of the activity on any adjacent residential area.

Finding: As with the first two events, traffic / parking seems to be the primary issue. In response to the concerns of Planning Staff, the Sheriff's

Office, and adjacent residents, Mr. Jackson indicated his team has made modifications to correct the parking / traffic problem and will have four (4) attendants directing cars to three (3) parking areas on-site. Staff asked Mr. Jackson to develop a response plan should available on-site parking area become full. Also, the access labeled “exit / entrance” is currently too steep for vehicles other than trucks / SUVs but, according to Mr. Jackson, will soon be improved.

While difficult to fully project parking yield from the depicted site plan limits, staff assumed a generous number of approximately 64 vehicles that could be accommodated on the 1.85 acre parcel.

9. Previous violations, if any, by the applicant.

Finding: In addition to the noted traffic / parking concerns in 2020, Mr. Jackson was given a citation for violating the noise ordinance in 2021. The applicant’s attached background information also referenced a few vehicles parked along the Old Mocksville Road shoulder over the white line but were “...taken care of immediately.” As noted in #8, Mr. Jackson has a plan to ensure to address these issues.

Due to previous concerns from neighbors, staff requested 911 call data that appear to be attributed to past Labor Day events at the subject property. The below table include calls on 9/5/20 (Saturday), 9/7/20 (Monday), and 9/4/21 (Saturday).

| CALL TIME | NATURE |
|----------------------|------------------------------|
| 9/5/2020 7:10:00 PM | 113C1 DISTURBANCE-LOUD PARTY |
| 9/5/2020 7:10:30 PM | 113C1 DISTURBANCE-LOUD PARTY |
| 9/5/2020 7:17:12 PM | 113C1 DISTURBANCE-LOUD PARTY |
| 9/5/2020 7:56:35 PM | 113C1 DISTURBANCE-LOUD PARTY |
| 9/5/2020 8:12:43 PM | 113C1 DISTURBANCE-LOUD PARTY |
| 9/5/2020 10:13:17 PM | |
| 9/5/2020 10:29:14 PM | DELIVER MESSAGE |
| 9/5/2020 11:01:38 PM | 113C1 DISTURBANCE-LOUD PARTY |
| | |
| 9/7/2020 7:25:17 PM | 113C1 DISTURBANCE-LOUD PARTY |
| 9/7/2020 7:31:00 PM | 113C1 DISTURBANCE-LOUD PARTY |
| 9/7/2020 8:53:24 PM | 113C1 DISTURBANCE-LOUD PARTY |
| 9/7/2020 8:54:10 PM | 113C1 DISTURBANCE-LOUD PARTY |
| 9/7/2020 8:58:45 PM | 113C1 DISTURBANCE-LOUD PARTY |
| | |
| 9/4/2021 5:05:02 PM | 113B2 OTHER NOISE COMPLAINT |
| 9/4/2021 8:35:11 PM | 113B2 OTHER NOISE COMPLAINT |
| 9/4/2021 8:59:38 PM | 113C1 DISTURBANCE-LOUD PARTY |
| 9/4/2021 8:58:08 PM | 113B3 NUISANCE COMPLAINT |
| 9/4/2021 9:13:33 PM | 113C1 DISTURBANCE-LOUD PARTY |
| 9/4/2021 9:39:26 PM | 113C1 DISTURBANCE-LOUD PARTY |
| 9/4/2021 10:04:54 PM | 57B2 EXPLOSION |
| 9/4/2021 10:06:29 PM | 57B2 EXPLOSION |
| 9/4/2021 10:07:22 PM | LAW CALL |

10. Adjoining property owners surrounding the location are notified by the Planning Department or applicant at least seventy-two (72) hours prior to consideration by the Board of Commissioners.

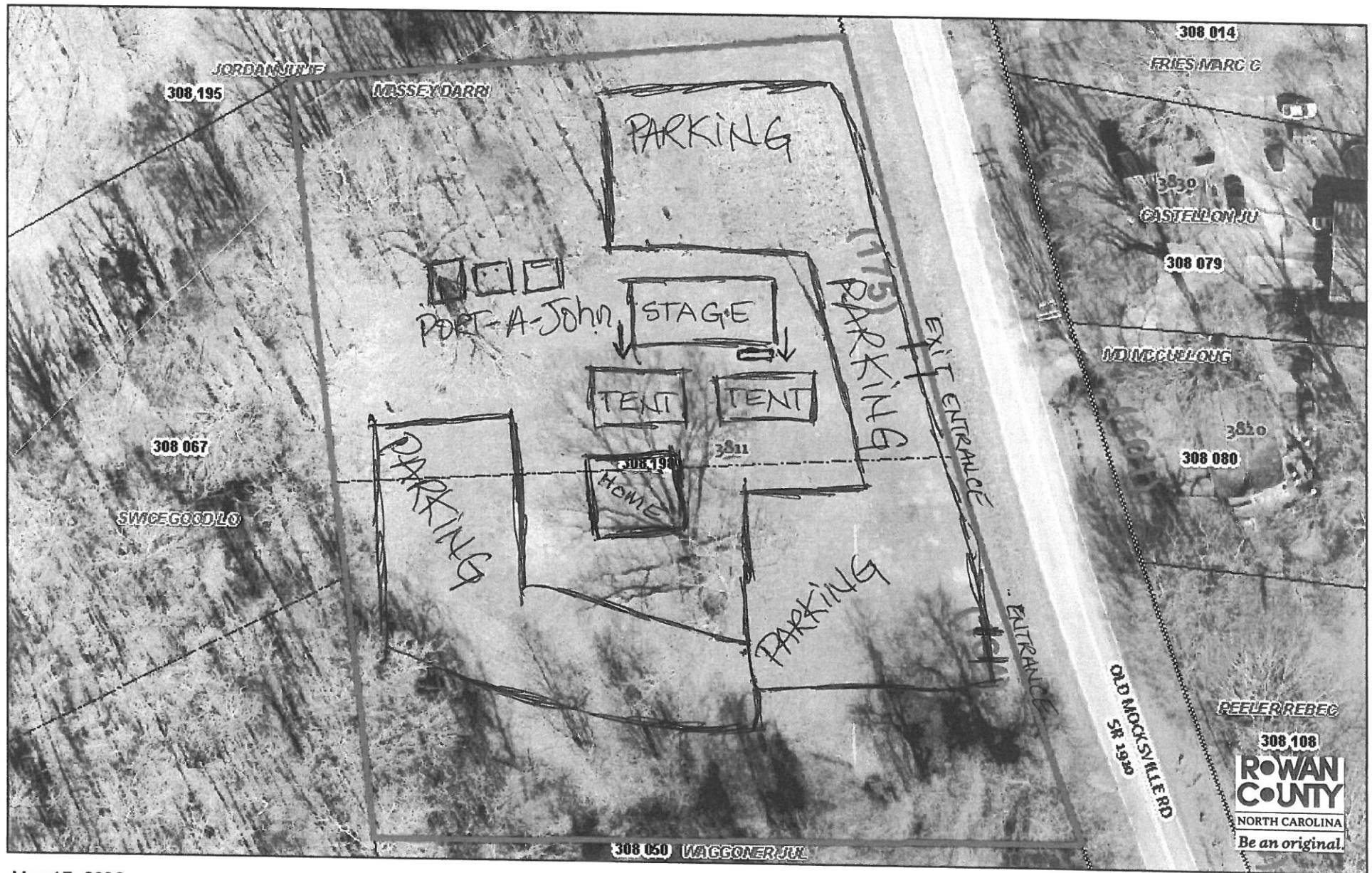
Finding: Staff mailed notice to eleven (11) property owners, which are within 300 feet of the subject site, on July 1 and posted a sign on the property on June 30.

STAFF COMMENTS

In conversations with Mr. Jackson, Planning Staff reiterated the need to ensure all guests are accommodated on site, have a plan to address potential capacity issues, and ensure adherence to the requested 10:00 PM amplified sound cutoff. Since yearly Labor Day event requests are anticipated, criteria #9 becomes an essential part of this and future evaluations.

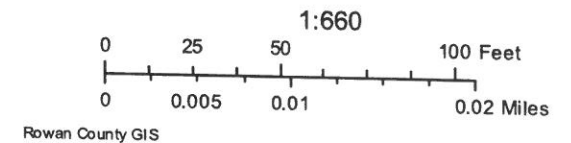
In accordance with section 14-12(e) of the Noise Ordinance, conditions or requirements necessary to minimize adverse effects upon the community or surrounding neighborhood may be placed on the application.

Rowan County



May 17, 2022

- | | | |
|---|-----------|-------|
| <input type="checkbox"/> Voluntary Agricultural Districts | CHURCH | Other |
| Addressing Points | RESIDENCE | |
| BUSINESS | SCHOOL | |



Summary of Past Conduct

Rowan County Department of Planning & Development

I, Richard Jackson is writing in the concern of the matter that; I'm having on the month of September, on the 3rd day,(which is on a Saturday),in the year of 2022.

Since 2020, I have been hosting a Labor Day Event, 3811 Old Mocksville Rd. (all of which my son Darrius Massey owns 2.9 acres.

In 2020 We, hosted the Labor Day Event, Free food, and Drink, Live Entertainment. Everyone was invited within the neighborhood, to come and enjoy the free festivities.

The parking issue was that; some people who attended the Labor Day Event,was parked on some neighbors yards, and that a few attendants was parked over the white line of the street.

Officers, who came to assist and resolve the issue, ,was very cooperative helping Us remove cars from others properties, as we as help moving cars from behind the white line of the street making it easier for those to move in traffic.

Labor Day Event ended around 11: 0 clock pm. No arguments, No fights, No shootings was recorded.

2nd Annual Labor Day Event for September 4th 2021

We hosted an event for the public again. we had free food, and drinks, also there was Live Entertainment for all.

Only issue was the noise ordinance. Also a few individuals who had parked beyond the white line ,which the officers helped us with, and the issue was taken care of immediately!

However, the noise ordinance was violated, due to the fact that we did not have a noise ordinance permit. So I was given an citation.

Again, over 200 people attended, and there was no arguments, no fighting, nor any shooting.

Now that we wish to host a 3rd Annual Labor Day Event, on September 3rd 2022, We have made modifications to correct the parking, which will be sectioned off and directed by attendants who will direct occupants who attend The Labor Day Event.

I Have opened this event to the public, where there will be free food & drinks, also there will be attending an professional R.& B. Singer "Sunshine Anderson, who is an native from Charlotte,,N.C. also a live band from Greensboro,N.C. called; The Extraterrestrials.

We want this Labor Day event to succeed, and do what its intended for;... and that's to bring everyone together and to have a great time. Eat ,Laugh, and Love on one another.

So We doing everything, taking "All", the steps necessary,to make sure this event be productive.

There will be 4 attendants directing cars to park in the 'A' section. Once this area is filled the attendants will begin to direct traffic to the 'B' section. Once this is filled the attendants will begin to direct traffic to the 'C' section.

I know this method will keep surrounding neighbors from calling the authorities, due to the new modifications that are made for occupants attending the event.

I have placed arrows that point in the direction of the tents. This will be the direction of which the speakers will faced, and sound will go, as well as the stage being set.

Port-A-Johns, and Sink area will be near the stage for public usage and for handicap.

We welcome "All", to come and celebrate Labor Day! Enjoy the food, drinks, live music, and bring friends and family.





Rowan County Department of
Planning & Development
402 N. Main Street Ste 204
Salisbury, NC 28144
Phone (704) 216-8588
Fax (704) 638-3130
www.rowancountync.gov

Case # PE 02-22
Date Filed 5/17/22
Received By Ryan Mickey
Amount Paid \$50.00
Office Use Only

===== PERMIT TO EXCEED NOISE ORDINANCE APPLICATION =====

OWNERSHIP INFORMATION:

Name: RICHARD D. JACKSON
Signature: Richard D. Jackson
Phone: (704) 245-8576 Email: rdjacksonblack@gmail.com
Address: 3811 Old Mocksville Rd.

APPLICANT / AGENT INFORMATION:

Name: SAME AS ABOVE
Signature: _____
Phone: _____ Email: _____
Address: _____

PROPERTY DETAILS:

Tax Parcel: 328 198 Size (sq. ft. or acres): 2.09 Acres
Location of Event: This parcel
Current Land Use: Single Family Dwelling Zoning District: RA

PURPOSE:

State Purpose of Request:

A PUBLIC EVENT FOR EVERYONE TO COME AND ENJOY THE ENTERTAINMENT, MUSIC, AND FOOD ARE FREE, FOR THE PUBLIC OF SURROUNDING AREA.


Date(s) of event: SEPT. 3rd, 2022 Begin Time: 5:00pm End Time: 10:00pm R.J.

Anticipated Number of Attendees: 150 TO 200

SITE PLAN:

Applicant must attach a site plan depicting property lines, location of loudspeakers or other sound producing devices, driveway(s), parking areas, restroom facilities, and any other information necessary to evaluate the request.

OFFICIAL USE ONLY

1. Signature of Coordinator:  2. Board of Commissioners Meeting: 7/19/22 3. Notifications Mailed: 7/1/22 4. Property Posted: 6/30/22 5. Board of Commissioners Action: Approved _____ Denied _____ 6. Date Applicant Notified: ____/____/____

Barger, Carolyn M

From: noreply@civicplus.com
Sent: Monday, July 11, 2022 3:49 PM
To: Usr-EML-Public.Comment
Subject: Online Form Submittal: Public Comment

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "**Report Phish**" button.

Public Comment

| | |
|---------------------|---|
| Full Name | Julie Jordan |
| Email Address | julie28144@yahoo.com |
| Phone Number | 17046399855 |
| Street Address | 3921 Old Mocksville Rd |
| City | Salisbury |
| State | nc |
| Zip Code | 28144 |
| Public Comment Text | <p>regarding Planning Board Request PE 02-22 (permit to exceed noise ordinance) As a resident of this community I implore the board to deny this request. This party is being held in a very populated neighborhood, with a great many houses very close to the property. For the last 2 years, this community has had the unpleasant experience of surviving the excessively loud music from this party. Since in the past, the rules and regulations regarding the noise ordinance have been ignored, people as far as 1/2 mile away suffered. This party is held on less than 2 acres, and there is no reason for the music to be so excessively loud as to disrupt many other people's lives. In the past a request was put forth to change this parcel to an event venue. A petition was presented at that time, signed by all the members of the immediate community, requesting that the board turn down that request. One of the main reasons for this disapproval, was the excessive noise from the music. Please respect the many people who live in the neighborhood, who don't want to be exposed to music so excessively loud that literally rattles their windows</p> |

Email not displaying correctly? [View it in your browser.](#)

Barger, Carolyn M

From: noreply@civicplus.com
Sent: Tuesday, July 12, 2022 8:26 PM
To: Usr-EML-Public.Comment
Subject: Online Form Submittal: Public Comment

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the **"Report Phish"** button.

Public Comment

Full Name Teddy Jordan

Email Address julie28144@gmail.com

Phone Number 7046399855

Street Address 3921 Old Mocksville Rd

City Salisbury

State nc

Zip Code 28144

Public Comment Text
In regard to Planning board request PE 02-22 (permit to exceed noise ordinance) I live in the neighborhood where this party is being held. I have had personal experience with the extremely loud music that this party has produced in the past. Due to the disregard for the county noise ordinance in the past, I can only describe it as a nightmare. I could not hear my tv, talk on the phone or carry on a conversation in my own home. My windows actually rattled at times from the unbearably loud music. And my house is not the closest house to this party. It isn't like this party is in an area to itself. It is in the middle of a very populated neighborhood. There are many homes and families very close to the party, who will have to endure this extreme noise. It is not like it necessary for the music to be so extreme for a party held on 2 acres. Neighbors expressed their feelings against such loud music by signing a petition in the past to fight this property being turned into a event area. Please think of everybody that lives in this neighborhood and what they will have to endure if you do not deny this request.
PLEASE VOTE NO

Email not displaying correctly? [View it in your browser.](#)

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Aaron Poplin
DATE: 7/8/2022
SUBJECT: Consider PE 03-22

Cynthia Anderson is requesting a Permit to Exceed for a concert on July 23rd, 2022 at 261 Lakeshore drive in Fisherman's Cove. The applicant expects the concert to attract around 50 people. The applicant indicates that it is a common occurrence to have events at the Fisherman's cove picnic shelter. No other activities are proposed to go along with music. The concert is free and open to the public but the applicant expects most of the attendees will be from Fisherman's cove. The applicant has informed staff they the home owners' association has already approved using the picnic shelter for this event.

- Receive staff report
- Receive public comments
- Discuss request
- Approve / Deny / Table PE 03-22

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| Staff Report | 7/8/2022 | Cover Memo |
| GIS Map | 7/8/2022 | Cover Memo |
| Site Plan | 7/8/2022 | Cover Memo |
| application | 7/8/2022 | Cover Memo |



Rowan County Planning and Development Department

402 North Main Street, Suite 204 • Salisbury, N.C. 28144-4341

Main: 704-216-8588

MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners
FROM: Aaron Poplin, Planner
DATE: July 08, 2022
RE: **PE 03-22**

SUGGESTED BOARD OF COMMISSIONERS ACTION

- ☐ Receive staff report ☐ Receive public comments
☐ Discuss request ☐ Approve / Deny / Table **PE 03-22**

REQUEST

Cynthia Anderson is requesting a Permit to Exceed for a concert on July 23rd, 2022 at 261 Lakeshore drive in Fisherman's Cove. The applicant expects the concert to attract around 50 people. The applicant indicates that it is a common occurrence to have events at the Fisherman's cove picnic shelter. No other activities are proposed to go along with music. The concert is free and open to the public but the applicant expects most of the attendees will be from Fisherman's cove. The applicant has informed staff they the home owners' association has already approved using the picnic shelter for this event.

According to Section 14-10 of the Noise Ordinance, *"It shall be unlawful for any person, group, event or business to play, use or otherwise operate any sound amplification equipment (to include radio, tape player, stereos, etc.) emitting sound that is unreasonable, frequent and continued with such volume at any time on any given day of the week, in a manner which may annoy or disturb the quiet, comfort or repose of the general public. This provision is applicable when the source of the noise is plainly audible to the responding law enforcement officer at a distance of one hundred (100) feet."*

However, Section 14-12 provides an opportunity to exceed the amplified sound standards in the form of a "permit to exceed" when the event is open to the public.

APPLICATION REVIEW

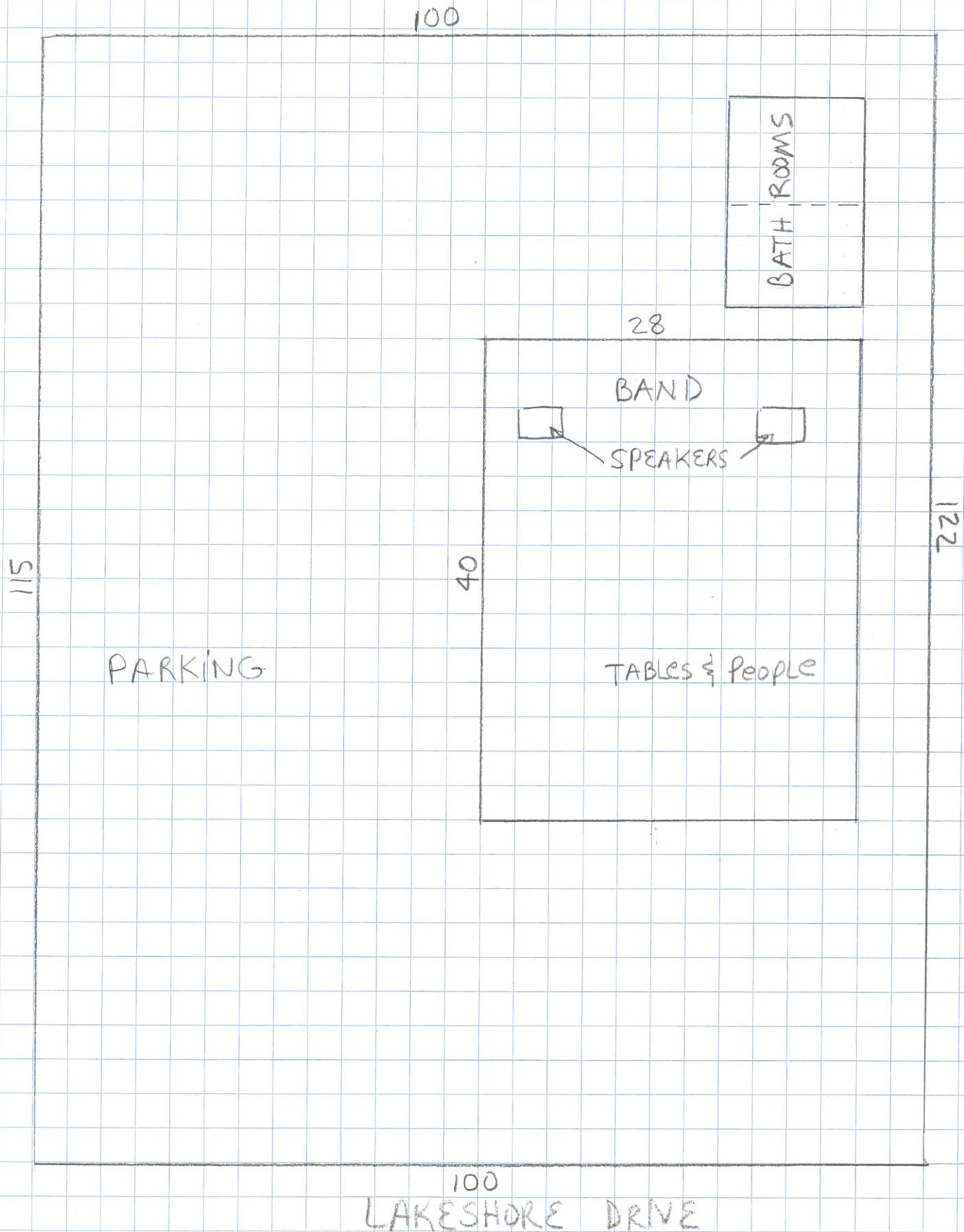
As provided in Section 14-12 (c) of the Rowan County Noise Ordinance, the following criteria shall be considered in issuing or denying an application for a permit to exceed:

1. The timeliness of the application
Finding: Planning Staff received this application on June 15th well in advance for consideration on July 18th.
2. The nature of the requested activity
Finding: This event is live music located at the shelter owned by the fisherman's cove home owners' association.
3. Previous experience with the applicant.
Finding: Staff has no prior experience with the applicant.
4. The time of the event.
Finding: The event will begin on Saturday July 23rd at 6:00pm, and end at 9:00pm the same day.
5. Other activities in the vicinity of the proposed event.
Finding: This is the same day as the Dragon Boat festival, but the events are not close to each other.
6. Frequency of the event.
Finding: once.
7. Cultural or social benefits of the proposed event.
Finding: The applicant expects to attract an estimated 50 and part of the proceeds will go to charity.
8. The effect of the activity on any adjacent residential area.
Finding: see attached map of area properties.
9. Previous violations, if any, by the applicant.
Finding: None.
10. Adjoining property owners surrounding the location are notified by the Planning Department or applicant at least seventy-two (72) hours prior to consideration by the Board of Commissioners.

Finding: The Planning Department provided mailed notice to property owners within 100 feet of the event and posted a sign on July 8th regarding this application (10 days notice before the BOC meeting and two weeks before the event).

STAFF COMMENTS

The only questionable thing about the application is how open to the public the event truly is. This seems like more of a neighborhood event than a public event; however, the applicant has indicated the event is open to people from outside the neighborhood and staff was not given any reason to believe that this would not be the case.





Rowan County Department of
Planning & Development
402 N. Main Street Ste 204
Salisbury, NC 28144
Phone (704) 216-8588
Fax (704) 638-3130
www.rowancountync.gov

Case # PE 018165-2002
Date Filed 6/14/22
Received By _____
Amount Paid 50

Office Use Only

pdf- 6-14-2022 via cc

PERMIT TO EXCEED NOISE ORDINANCE APPLICATION

OWNERSHIP INFORMATION:

Name: Fishermans Cove Assoc. Inc.
Signature: Diane Wallace / VICE PRESIDENT HOA
Phone: 704-881-5990 Email: Diane@ActionIndSupply.com
Address: 215 N. Fishermans Ln.
SALISBURY, NC 28146

APPLICANT / AGENT INFORMATION:

Name: Cynthia Anderson
Signature: Cynthia Anderson
Phone: 704-575-0397 Email: Cindimills2@gmail.com
Address: 240 Lakeshore Dr
SALISBURY, NC 28146

PROPERTY DETAILS:

Tax Parcel: 509A155 Size (sq.ft. or acres): 0.27 AC
Location of Event: 261 LAKESHORE DR SALISBURY NC 28146
Current Land Use: Picnic Shelter Zoning District: RA / Liberty

PURPOSE:

State Purpose of Request:

Fund RAISING Event FOR Rowan Helping Ministries
(By: Revolution Worship Band) & Rocking R. Ranch & Rescue, Inc.

Date(s) of event: 7-23-22 Begin Time: 6 PM End Time: 9 PM

Anticipated Number of Attendees: 50+

SITE PLAN:

Applicant must attach a site plan depicting property lines, location of loudspeakers or other sound producing devices, driveway(s), parking areas, restroom facilities, and any other information necessary to evaluate the request.

OFFICIAL USE ONLY

1. Signature of Coordinator: _____ 2. Board of Commissioners
Meeting: ____/____/____ 3. Notifications Mailed: ____/____/____ 4. Property Posted:
____/____/____ 5. Board of Commissioners Action: Approved _____ Denied _____ 6. Date Applicant
Notified: ____/____/____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: June 29, 2022
SUBJECT: Selection of NCACC Voting Delegate

The 115th Annual Conference Business Session of the North Carolina Association of County Commissioners (NCACC) will be held on Saturday, August 13, 2022 at 2:00 p.m. Each county will be entitled to one (1) vote on items that come before the membership.

The Board is asked to select its voting delegate.

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: July 11, 2022
SUBJECT: Financial Reports

Please see attached financial graphs.

ATTACHMENTS:

Description

Financial Graphs

Upload Date

7/11/2022

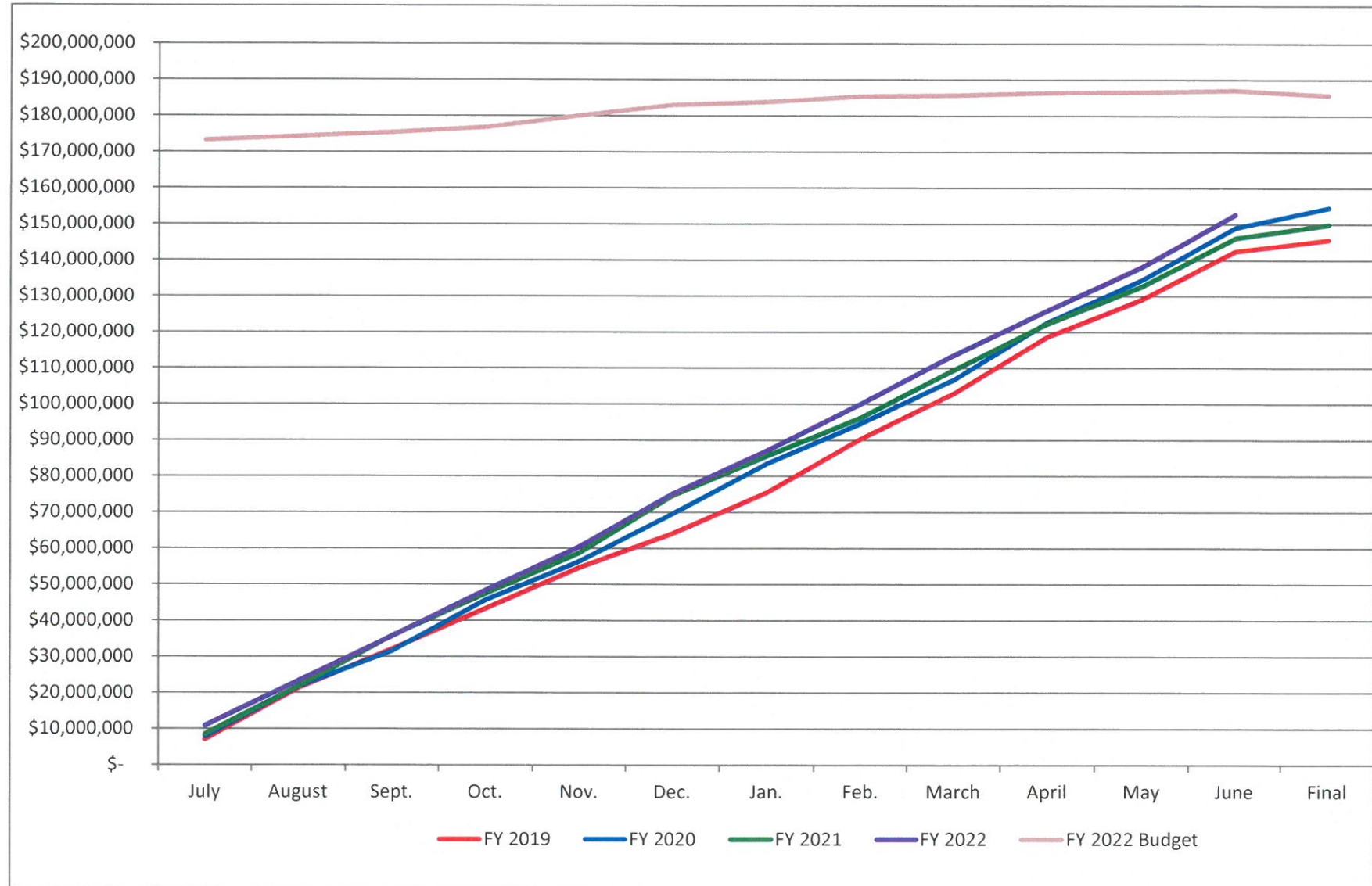
Type

Backup Material

ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2019 - 2022

ANNUAL CUMULATIVE EXPENDITURE COMPARISONS

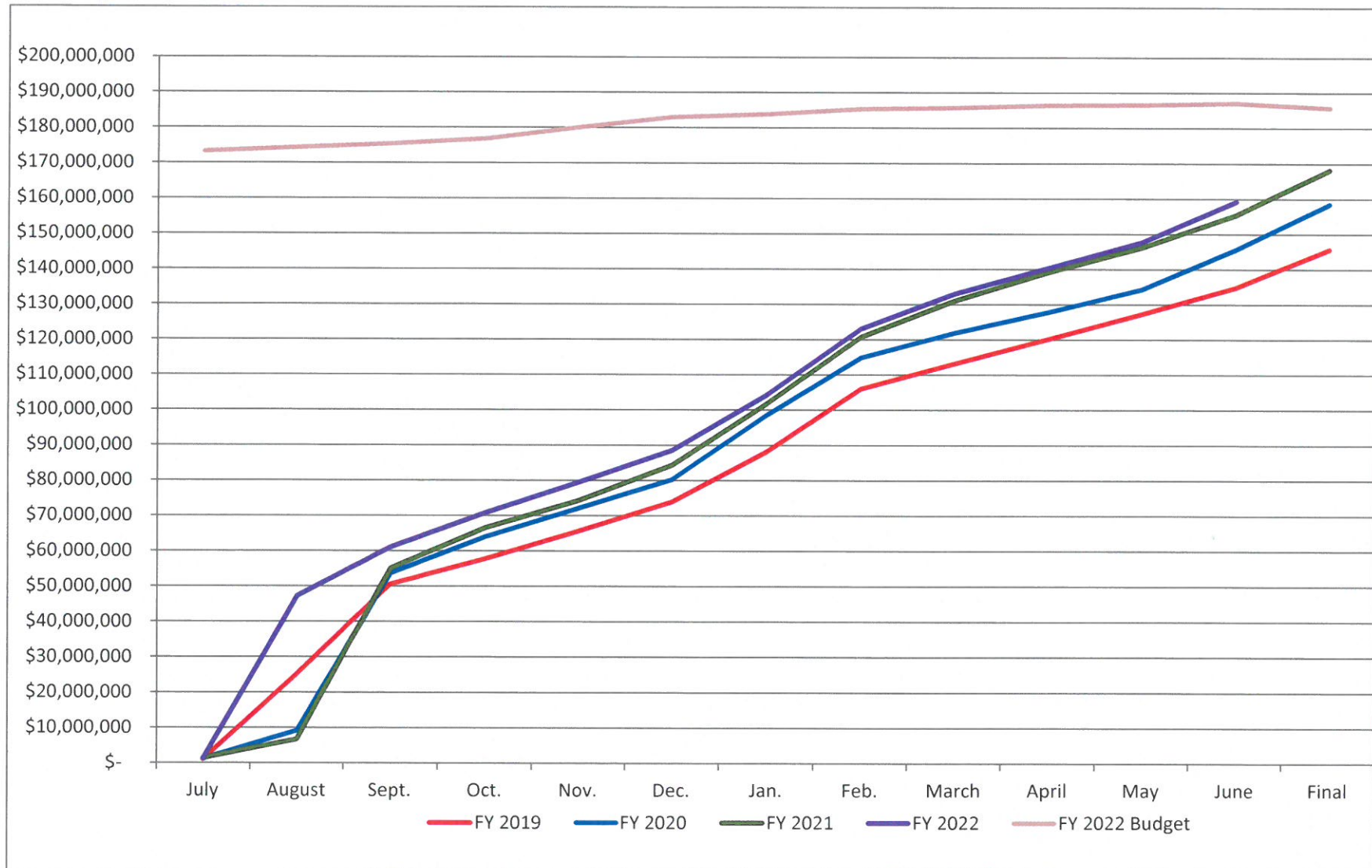
| | June |
|------|----------------|
| 2022 | \$ 152,668,933 |
| 2021 | \$ 146,028,975 |
| 2020 | \$ 148,919,085 |
| 2019 | \$ 142,356,135 |



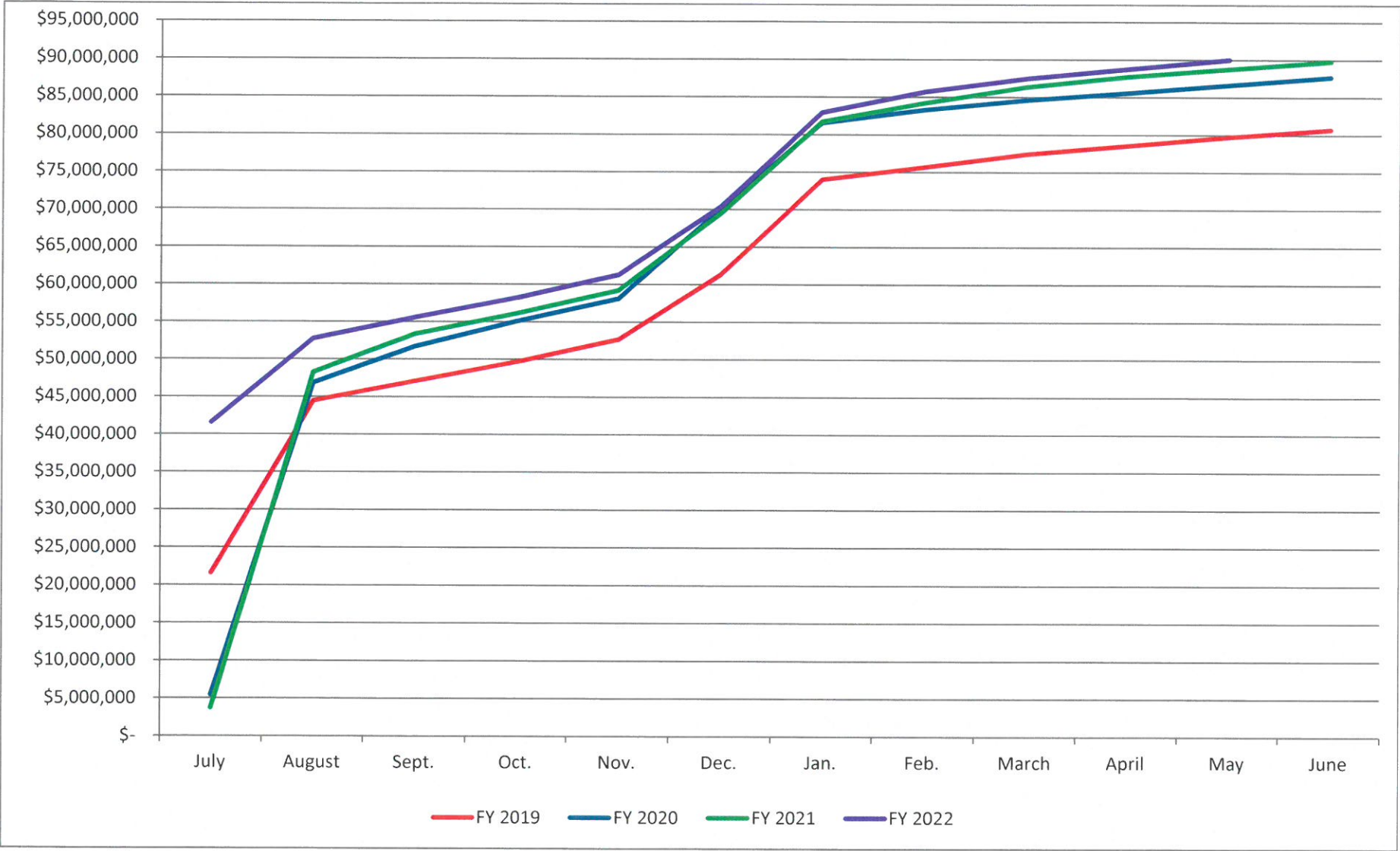
ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2019 - 2022

ANNUAL CUMULATIVE REVENUE COMPARISONS

| June | |
|------|----------------|
| 2022 | \$ 159,235,925 |
| 2021 | \$ 155,401,571 |
| 2020 | \$ 145,608,756 |
| 2019 | \$ 134,759,185 |



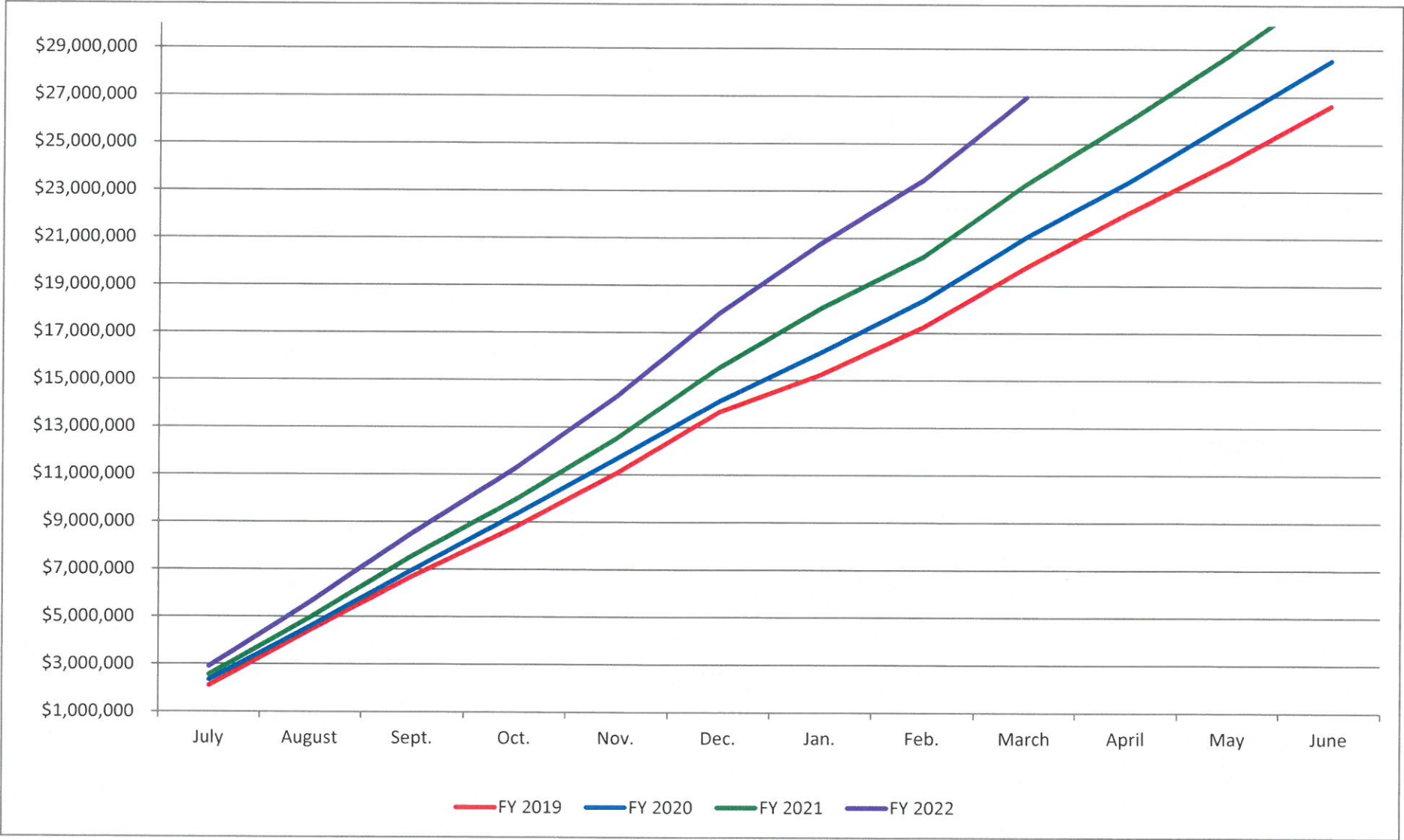
| | | May |
|------|----|------------|
| 2022 | \$ | 90,017,048 |
| 2021 | \$ | 88,725,509 |
| 2020 | \$ | 86,616,961 |
| 2019 | \$ | 79,730,636 |



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2019 - 2022

ANNUAL CUMULATIVE SALES TAX COMPARISONS

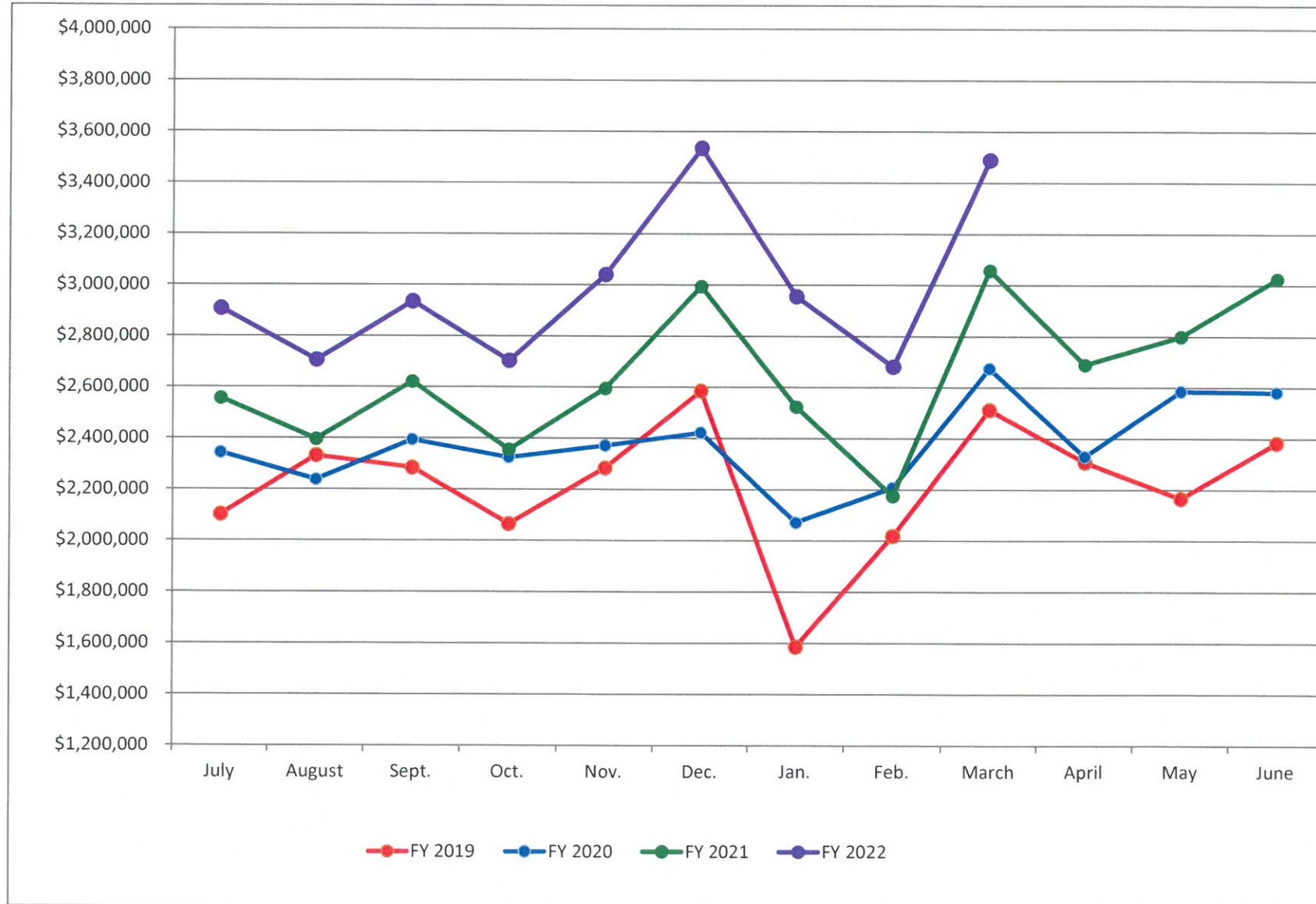
| | March |
|------|---------------|
| 2022 | \$ 26,948,035 |
| 2021 | \$ 23,268,036 |
| 2020 | \$ 21,037,770 |
| 2021 | \$ 19,759,602 |



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2019 - 2022

MONTHLY SALES TAX COMPARISONS

| March | |
|-------|--------------|
| 2022 | \$ 3,489,240 |
| 2021 | \$ 3,057,336 |
| 2020 | \$ 2,672,845 |
| 2019 | \$ 2,510,704 |



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: July 11, 2022
SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------------------------|--------------------|------------------|
| Budget Amendments | 7/11/2022 | Budget Amendment |
| Budget Amendment for Senior Services | 7/13/2022 | Cover Memo |
| Budget Amendment - Airport | 7/14/2022 | Cover Memo |

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To recognize reserved funds from FY 2022 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.

Prepared by: Lisa Bevis
Date: 07/06/22

BUDGET INFORMATION:

Reviewed: _____

[illegible]

ROWAN COUNTY
 COOPERATIVE EXTENSION - RESERVES
 For Fiscal Year Ended June 30, 2022
 As of July 6, 2022

| <u>Areas of Reserve</u> | <u>Beginning Balance</u> | <u>Revenue Acct Number</u> | <u>Add: YTD Revenues</u> | <u>Expense Acct Number</u> | <u>Less: YTD Expenses</u> | <u>Ending Balance</u> |
|---------------------------|------------------------------|--------------------------------|------------------------------|--------------------------------|-------------------------------|---------------------------|
| Private Grant - Robertson | \$ - | 1144955-433101-30006 | \$ 6,000.00 | 1154955-585000-30006 | \$ - | \$ 6,000.00 |
| | | | | | | |
| | \$ - | | \$ 6,000.00 | | \$ - | \$ 6,000.00 |

No expenditures in FY22. Grant expenditures budget of \$7,662 includes county match.

DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]

ROWAN COUNTY
ANIMAL SERVICES - NATURE CENTER - RESERVES
For Fiscal Year Ended June 30, 2022

| Area of Reserve | Beginning Balance | Revenue Acct Number | Add: YTD Revenues | Account Numbers | Expenditures | Ending Balance |
|------------------------------------|----------------------|------------------------|----------------------|---|---------------|-------------------|
| NC Science Museums Grant - FY 2022 | - | 1146440-434080 | 75,000.00 | 1156440-510015/520010/520020/520025/585019/561015 | (4,603.90) | 70,396.10 |
| Restricted Donations | - | 1146440-464100 | - | 1156440-583041 | - | - |
| Misc Donations | - | 1146440-464900 | - | 1156440-510015/520010/520020/520025 | - | - |
| Total | \$ - | | \$ 75,000.00 | | \$ (4,603.90) | \$ 70,396.10 |

**Mobile Poultry Processing Unit
Grant Write-up for:
The Robertson Family Foundation**

Grant Request Amount: \$6,000

Total Project Budget: \$7,662.00

Grant Summary:

To purchase a mobile processing unit for poultry growers in Rowan and the surrounding counties to be able to process their birds on-farm for retail sales. There are less than ten mobile units in NC. The two closest to Salisbury are housed in Stokes and Harnett County.

What funds from other sources have been received or are under consideration for this project?

NC Choices Niche Meat Working Group- Funds are TBD will be discussed and voted on March 8, 2022

Budget:

| <i>Item</i> | <i>Quantity</i> | <i>Cost</i> | <i>Total</i> |
|--|-----------------|-------------------|-------------------|
| <i>featherman plucker & scalding combo</i> | <i>1</i> | <i>\$3,447.00</i> | <i>\$3,447.00</i> |
| <i>featherman kill cones & stand</i> | <i>1</i> | <i>\$619.00</i> | <i>\$619.00</i> |
| <i>Food Grade Water Hoses and Nozzles</i> | <i>4</i> | <i>\$28</i> | <i>\$56</i> |
| <i>Folding Table</i> | <i>2</i> | <i>\$60</i> | <i>\$120</i> |
| <i>Pop-up Tent</i> | <i>1</i> | <i>\$130</i> | <i>\$130</i> |
| <i>Trailer</i> | <i>1</i> | <i>\$3290</i> | <i>\$3290</i> |
| <i>Total</i> | | | <i>\$7,662</i> |

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL: This amendment is to budget Low Income Water Assistance direct payments. No county funds are required.

Prepared by: Kelly Johnson
Date: 7/7/2022

BUDGET INFORMATION:

[illegible]

9th



DIVISION OF SOCIAL SERVICES

Low-Income Household Water Assistance Program (LIHWAP)

FUNDING SOURCE: Consolidated Appropriations Act (CAA)

EFFECTIVE DATE: 7/01/2022

AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD

FROM JUNE 2022 THRU MAY 2023 SERVICE MONTHS

FROM JULY 2022 THRU JUNE 2023 PAYMENT MONTHS

| Co. No. | COUNTY | Initial (or Previous) Allocation Funding Authorization | | Additional Allocation | | Grand Total Allocation | |
|---------|------------|---|---------|-----------------------|-------|------------------------|---------|
| | | Federal | Total | Federal | Total | Federal | Total |
| 01 | ALAMANCE | 257,630 | 257,630 | 0 | 0 | 257,630 | 257,630 |
| 02 | ALEXANDER | 44,021 | 44,021 | 0 | 0 | 44,021 | 44,021 |
| 03 | ALLEGHANY | 18,657 | 18,657 | 0 | 0 | 18,657 | 18,657 |
| 04 | ANSON | 59,396 | 59,396 | 0 | 0 | 59,396 | 59,396 |
| 05 | ASHE | 41,054 | 41,054 | 0 | 0 | 41,054 | 41,054 |
| 06 | AVERY | 22,604 | 22,604 | 0 | 0 | 22,604 | 22,604 |
| 07 | BEAUFORT | 93,279 | 93,279 | 0 | 0 | 93,279 | 93,279 |
| 08 | BERTIE | 46,707 | 46,707 | 0 | 0 | 46,707 | 46,707 |
| 09 | BLADEN | 78,513 | 78,513 | 0 | 0 | 78,513 | 78,513 |
| 10 | BRUNSWICK | 166,742 | 166,742 | 0 | 0 | 166,742 | 166,742 |
| 11 | BUNCOMBE | 367,752 | 367,752 | 0 | 0 | 367,752 | 367,752 |
| 12 | BURKE | 150,758 | 150,758 | 0 | 0 | 150,758 | 150,758 |
| 13 | CABARRUS | 206,871 | 206,871 | 0 | 0 | 206,871 | 206,871 |
| 14 | CALDWELL | 124,661 | 124,661 | 0 | 0 | 124,661 | 124,661 |
| 15 | CAMDEN | 8,502 | 8,502 | 0 | 0 | 8,502 | 8,502 |
| 16 | CARTERET | 71,539 | 71,539 | 0 | 0 | 71,539 | 71,539 |
| 17 | CASWELL | 39,821 | 39,821 | 0 | 0 | 39,821 | 39,821 |
| 18 | CATAWBA | 208,051 | 208,051 | 0 | 0 | 208,051 | 208,051 |
| 19 | CHATHAM | 64,783 | 64,783 | 0 | 0 | 64,783 | 64,783 |
| 20 | CHEROKEE | 46,342 | 46,342 | 0 | 0 | 46,342 | 46,342 |
| 21 | CHOWAN | 27,812 | 27,812 | 0 | 0 | 27,812 | 27,812 |
| 22 | CLAY | 18,164 | 18,164 | 0 | 0 | 18,164 | 18,164 |
| 23 | CLEVELAND | 191,900 | 191,900 | 0 | 0 | 191,900 | 191,900 |
| 24 | COLUMBUS | 120,506 | 120,506 | 0 | 0 | 120,506 | 120,506 |
| 25 | CRAVEN | 136,405 | 136,405 | 0 | 0 | 136,405 | 136,405 |
| 26 | CUMBERLAND | 677,284 | 677,284 | 0 | 0 | 677,284 | 677,284 |
| 27 | CURRITUCK | 24,119 | 24,119 | 0 | 0 | 24,119 | 24,119 |
| 28 | DARE | 32,356 | 32,356 | 0 | 0 | 32,356 | 32,356 |
| 29 | DAVIDSON | 235,080 | 235,080 | 0 | 0 | 235,080 | 235,080 |
| 30 | DAVIE | 44,224 | 44,224 | 0 | 0 | 44,224 | 44,224 |
| 31 | DUPLIN | 98,286 | 98,286 | 0 | 0 | 98,286 | 98,286 |
| 32 | DURHAM | 402,610 | 402,610 | 0 | 0 | 402,610 | 402,610 |
| 33 | EDGECOMBE | 142,477 | 142,477 | 0 | 0 | 142,477 | 142,477 |
| 34 | FORSYTH | 546,927 | 546,927 | 0 | 0 | 546,927 | 546,927 |
| 35 | FRANKLIN | 90,421 | 90,421 | 0 | 0 | 90,421 | 90,421 |
| 36 | GASTON | 331,327 | 331,327 | 0 | 0 | 331,327 | 331,327 |
| 37 | GATES | 16,572 | 16,572 | 0 | 0 | 16,572 | 16,572 |
| 38 | GRAHAM | 14,564 | 14,564 | 0 | 0 | 14,564 | 14,564 |
| 39 | GRANVILLE | 85,411 | 85,411 | 0 | 0 | 85,411 | 85,411 |
| 40 | GREENE | 41,553 | 41,553 | 0 | 0 | 41,553 | 41,553 |
| 41 | GUILFORD | 831,312 | 831,312 | 0 | 0 | 831,312 | 831,312 |
| 42 | HALIFAX | 142,273 | 142,273 | 0 | 0 | 142,273 | 142,273 |
| 43 | HARNETT | 193,524 | 193,524 | 0 | 0 | 193,524 | 193,524 |
| 44 | HAYWOOD | 90,118 | 90,118 | 0 | 0 | 90,118 | 90,118 |
| 45 | HENDERSON | 123,101 | 123,101 | 0 | 0 | 123,101 | 123,101 |
| 46 | HERTFORD | 54,708 | 54,708 | 0 | 0 | 54,708 | 54,708 |
| 47 | HOKE | 91,150 | 91,150 | 0 | 0 | 91,150 | 91,150 |

Low-Income Household Water Assistance Program (LIHWAP)
AUTHORIZATION NUMBER: 1

| | | Initial (or Previous) Allocation Funding Authorization | | Additional Allocation | | Grand Total Allocation | |
|--------------|--------------|---|-------------------|-----------------------|----------|------------------------|-------------------|
| | COUNTY | Federal | Total | Federal | Total | Federal | Total |
| 48 | HYDE | 9,443 | 9,443 | 0 | 0 | 9,443 | 9,443 |
| 49 | IREDELL | 163,816 | 163,816 | 0 | 0 | 163,816 | 163,816 |
| 50 | JACKSON | 58,251 | 58,251 | 0 | 0 | 58,251 | 58,251 |
| 51 | JOHNSTON | 258,303 | 258,303 | 0 | 0 | 258,303 | 258,303 |
| 52 | JONES | 19,256 | 19,256 | 0 | 0 | 19,256 | 19,256 |
| 53 | LEE | 95,715 | 95,715 | 0 | 0 | 95,715 | 95,715 |
| 54 | LENOIR | 121,081 | 121,081 | 0 | 0 | 121,081 | 121,081 |
| 55 | LINCOLN | 105,857 | 105,857 | 0 | 0 | 105,857 | 105,857 |
| 56 | MACON | 46,886 | 46,886 | 0 | 0 | 46,886 | 46,886 |
| 57 | MADISON | 32,116 | 32,116 | 0 | 0 | 32,116 | 32,116 |
| 58 | MARTIN | 49,722 | 49,722 | 0 | 0 | 49,722 | 49,722 |
| 59 | MCDOWELL | 78,617 | 78,617 | 0 | 0 | 78,617 | 78,617 |
| 60 | MECKLENBURG | 1,340,215 | 1,340,215 | 0 | 0 | 1,340,215 | 1,340,215 |
| 61 | MITCHELL | 22,953 | 22,953 | 0 | 0 | 22,953 | 22,953 |
| 62 | MONTGOMERY | 42,000 | 42,000 | 0 | 0 | 42,000 | 42,000 |
| 63 | MOORE | 101,310 | 101,310 | 0 | 0 | 101,310 | 101,310 |
| 64 | NASH | 160,322 | 160,322 | 0 | 0 | 160,322 | 160,322 |
| 65 | NEW HANOVER | 268,028 | 268,028 | 0 | 0 | 268,028 | 268,028 |
| 66 | NORTHAMPTON | 48,847 | 48,847 | 0 | 0 | 48,847 | 48,847 |
| 67 | ONslow | 220,572 | 220,572 | 0 | 0 | 220,572 | 220,572 |
| 68 | ORANGE | 133,923 | 133,923 | 0 | 0 | 133,923 | 133,923 |
| 69 | PAMLICO | 18,487 | 18,487 | 0 | 0 | 18,487 | 18,487 |
| 70 | PASQUOTANK | 67,073 | 67,073 | 0 | 0 | 67,073 | 67,073 |
| 71 | PENDER | 77,552 | 77,552 | 0 | 0 | 77,552 | 77,552 |
| 72 | PERQUIMANS | 21,751 | 21,751 | 0 | 0 | 21,751 | 21,751 |
| 73 | PERSON | 63,148 | 63,148 | 0 | 0 | 63,148 | 63,148 |
| 74 | PITT | 330,582 | 330,582 | 0 | 0 | 330,582 | 330,582 |
| 75 | POLK | 23,903 | 23,903 | 0 | 0 | 23,903 | 23,903 |
| 76 | RANDOLPH | 212,243 | 212,243 | 0 | 0 | 212,243 | 212,243 |
| 77 | RICHMOND | 120,751 | 120,751 | 0 | 0 | 120,751 | 120,751 |
| 78 | ROBESON | 382,338 | 382,338 | 0 | 0 | 382,338 | 382,338 |
| 79 | ROCKINGHAM | 149,537 | 149,537 | 0 | 0 | 149,537 | 149,537 |
| 80 | ROWAN | 212,118 | 212,118 | 0 | 0 | 212,118 | 212,118 |
| 81 | RUTHERFORD | 130,004 | 130,004 | 0 | 0 | 130,004 | 130,004 |
| 82 | SAMPSON | 130,332 | 130,332 | 0 | 0 | 130,332 | 130,332 |
| 83 | SCOTLAND | 102,976 | 102,976 | 0 | 0 | 102,976 | 102,976 |
| 84 | STANLY | 91,316 | 91,316 | 0 | 0 | 91,316 | 91,316 |
| 85 | STOKES | 58,316 | 58,316 | 0 | 0 | 58,316 | 58,316 |
| 86 | SURRY | 118,379 | 118,379 | 0 | 0 | 118,379 | 118,379 |
| 87 | SWAIN | 20,648 | 20,648 | 0 | 0 | 20,648 | 20,648 |
| 88 | TRANSYLVANIA | 41,361 | 41,361 | 0 | 0 | 41,361 | 41,361 |
| 89 | TYRRELL | 7,649 | 7,649 | 0 | 0 | 7,649 | 7,649 |
| 90 | UNION | 181,622 | 181,622 | 0 | 0 | 181,622 | 181,622 |
| 91 | VANCE | 117,611 | 117,611 | 0 | 0 | 117,611 | 117,611 |
| 92 | WAKE | 855,769 | 855,769 | 0 | 0 | 855,769 | 855,769 |
| 93 | WARREN | 45,779 | 45,779 | 0 | 0 | 45,779 | 45,779 |
| 94 | WASHINGTON | 30,546 | 30,546 | 0 | 0 | 30,546 | 30,546 |
| 95 | WATAUGA | 56,797 | 56,797 | 0 | 0 | 56,797 | 56,797 |
| 96 | WAYNE | 212,505 | 212,505 | 0 | 0 | 212,505 | 212,505 |
| 97 | WILKES | 109,175 | 109,175 | 0 | 0 | 109,175 | 109,175 |
| 98 | WILSON | 174,245 | 174,245 | 0 | 0 | 174,245 | 174,245 |
| 99 | YADKIN | 45,880 | 45,880 | 0 | 0 | 45,880 | 45,880 |
| 100 | YANCEY | 29,759 | 29,759 | 0 | 0 | 29,759 | 29,759 |
| Total | | 14,539,252 | 14,539,252 | 0 | 0 | 14,539,252 | 14,539,252 |

Low-Income Household Water Assistance Program (LIHWAP)

AUTHORIZATION NUMBER: 1

FUNDING SOURCE: Low-Income Home Energy Assistance

CFDA Number: 93.568

CFDA Name: Low-Income Home Energy Assistance

Award Name: Low-Income Home Energy Assistance

Award Number: 2101NCLWC6

Award Date: FFY 2022

Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

XS411 Heading: LIHWAP CAA

Tracked on XS411: Federal Share 100%

**OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO
LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS**

AUTHORIZED SIGNATURE



DATE:

July 7, 2022

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL:

This amendment is to budget APS Essential Services funds allocated from the American Rescue Plan Act. No county funds are required.

Prepared by: Kelly Johnson
Date: 7/7/2022

BUDGET INFORMATION:

[illegible]

ДМН



DIVISION OF SOCIAL SERVICES

APS Essential Services

FUNDING SOURCE: APS Under SSA Title XX (CRRSA)

EFFECTIVE DATE: 07/01/2021

AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD

FROM FEBRUARY 2022 THRU MAY 2022 SERVICE MONTHS

FROM MARCH 2022 THRU JUNE 2022 PAYMENT MONTHS

| Co. No | COUNTY | Initial (or Previous) Allocation Funding Authorization | | Additional Allocation | | Grand Total Allocation | |
|--------|------------|---|-----------|-----------------------|-------|------------------------|-----------|
| | | Federal | Total | Federal | Total | Federal | Total |
| 01 | ALAMANCE | 78,895.00 | 78,895.00 | 0.00 | 0.00 | 78,895.00 | 78,895.00 |
| 02 | ALEXANDER | 7,521.00 | 7,521.00 | 0.00 | 0.00 | 7,521.00 | 7,521.00 |
| 03 | ALLEGHANY | 4,732.00 | 4,732.00 | 0.00 | 0.00 | 4,732.00 | 4,732.00 |
| 04 | ANSON | 3,501.00 | 3,501.00 | 0.00 | 0.00 | 3,501.00 | 3,501.00 |
| 05 | ASHE | 5,753.00 | 5,753.00 | 0.00 | 0.00 | 5,753.00 | 5,753.00 |
| 06 | AVERY | 1,022.00 | 1,022.00 | 0.00 | 0.00 | 1,022.00 | 1,022.00 |
| 07 | BEAUFORT | 17,588.00 | 17,588.00 | 0.00 | 0.00 | 17,588.00 | 17,588.00 |
| 08 | BERTIE | 4,951.00 | 4,951.00 | 0.00 | 0.00 | 4,951.00 | 4,951.00 |
| 09 | BLADEN | 4,078.00 | 4,078.00 | 0.00 | 0.00 | 4,078.00 | 4,078.00 |
| 10 | BRUNSWICK | 11,558.00 | 11,558.00 | 0.00 | 0.00 | 11,558.00 | 11,558.00 |
| 11 | BUNCOMBE | 53,764.00 | 53,764.00 | 0.00 | 0.00 | 53,764.00 | 53,764.00 |
| 12 | BURKE | 13,604.00 | 13,604.00 | 0.00 | 0.00 | 13,604.00 | 13,604.00 |
| 13 | CABARRUS | 15,426.00 | 15,426.00 | 0.00 | 0.00 | 15,426.00 | 15,426.00 |
| 14 | CALDWELL | 19,484.00 | 19,484.00 | 0.00 | 0.00 | 19,484.00 | 19,484.00 |
| 15 | CAMDEN | 804.00 | 804.00 | 0.00 | 0.00 | 804.00 | 804.00 |
| 16 | CARTERET | 15,813.00 | 15,813.00 | 0.00 | 0.00 | 15,813.00 | 15,813.00 |
| 17 | CASWELL | 4,047.00 | 4,047.00 | 0.00 | 0.00 | 4,047.00 | 4,047.00 |
| 18 | CATAWBA | 19,643.00 | 19,643.00 | 0.00 | 0.00 | 19,643.00 | 19,643.00 |
| 19 | CHATHAM | 6,255.00 | 6,255.00 | 0.00 | 0.00 | 6,255.00 | 6,255.00 |
| 20 | CHEROKEE | 8,364.00 | 8,364.00 | 0.00 | 0.00 | 8,364.00 | 8,364.00 |
| 21 | CHOWAN | 3,887.00 | 3,887.00 | 0.00 | 0.00 | 3,887.00 | 3,887.00 |
| 22 | CLAY | 2,900.00 | 2,900.00 | 0.00 | 0.00 | 2,900.00 | 2,900.00 |
| 23 | CLEVELAND | 18,386.00 | 18,386.00 | 0.00 | 0.00 | 18,386.00 | 18,386.00 |
| 24 | COLUMBUS | 7,735.00 | 7,735.00 | 0.00 | 0.00 | 7,735.00 | 7,735.00 |
| 25 | CRAVEN | 28,322.00 | 28,322.00 | 0.00 | 0.00 | 28,322.00 | 28,322.00 |
| 26 | CUMBERLAND | 36,410.00 | 36,410.00 | 0.00 | 0.00 | 36,410.00 | 36,410.00 |
| 27 | CURRITUCK | 1,737.00 | 1,737.00 | 0.00 | 0.00 | 1,737.00 | 1,737.00 |
| 28 | DARE | 3,376.00 | 3,376.00 | 0.00 | 0.00 | 3,376.00 | 3,376.00 |
| 29 | DAVIDSON | 17,782.00 | 17,782.00 | 0.00 | 0.00 | 17,782.00 | 17,782.00 |
| 30 | DAVIE | 7,307.00 | 7,307.00 | 0.00 | 0.00 | 7,307.00 | 7,307.00 |
| 31 | DUPLIN | 9,735.00 | 9,735.00 | 0.00 | 0.00 | 9,735.00 | 9,735.00 |
| 32 | DURHAM | 55,966.00 | 55,966.00 | 0.00 | 0.00 | 55,966.00 | 55,966.00 |
| 33 | EDGECOMBE | 11,723.00 | 11,723.00 | 0.00 | 0.00 | 11,723.00 | 11,723.00 |
| 34 | FORSYTH | 22,859.00 | 22,859.00 | 0.00 | 0.00 | 22,859.00 | 22,859.00 |
| 35 | FRANKLIN | 7,610.00 | 7,610.00 | 0.00 | 0.00 | 7,610.00 | 7,610.00 |
| 36 | GASTON | 95,621.00 | 95,621.00 | 0.00 | 0.00 | 95,621.00 | 95,621.00 |
| 37 | GATES | 2,408.00 | 2,408.00 | 0.00 | 0.00 | 2,408.00 | 2,408.00 |
| 38 | GRAHAM | 3,818.00 | 3,818.00 | 0.00 | 0.00 | 3,818.00 | 3,818.00 |
| 39 | GRANVILLE | 7,579.00 | 7,579.00 | 0.00 | 0.00 | 7,579.00 | 7,579.00 |
| 40 | GREENE | 3,131.00 | 3,131.00 | 0.00 | 0.00 | 3,131.00 | 3,131.00 |
| 41 | GUILFORD | 37,100.00 | 37,100.00 | 0.00 | 0.00 | 37,100.00 | 37,100.00 |
| 42 | HALIFAX | 7,811.00 | 7,811.00 | 0.00 | 0.00 | 7,811.00 | 7,811.00 |
| 43 | HARNETT | 10,881.00 | 10,881.00 | 0.00 | 0.00 | 10,881.00 | 10,881.00 |
| 44 | HAYWOOD | 13,487.00 | 13,487.00 | 0.00 | 0.00 | 13,487.00 | 13,487.00 |
| 45 | HENDERSON | 16,775.00 | 16,775.00 | 0.00 | 0.00 | 16,775.00 | 16,775.00 |
| 46 | HERTFORD | 5,535.00 | 5,535.00 | 0.00 | 0.00 | 5,535.00 | 5,535.00 |
| 47 | HOKE | 8,962.00 | 8,962.00 | 0.00 | 0.00 | 8,962.00 | 8,962.00 |

APS Essential Services

AUTHORIZATION NUMBER: 1

| | | Initial (or Previous) Allocation | | Additional Allocation | | Grand Total Allocation | |
|-------|--------------|----------------------------------|--------------|-----------------------|-------|------------------------|--------------|
| | | Funding Authorization | | | | | |
| | COUNTY | Federal | Total | Federal | Total | Federal | Total |
| 48 | HYDE | 1,601.00 | 1,601.00 | 0.00 | 0.00 | 1,601.00 | 1,601.00 |
| 49 | IREDELL | 13,583.00 | 13,583.00 | 0.00 | 0.00 | 13,583.00 | 13,583.00 |
| 50 | JACKSON | 6,816.00 | 6,816.00 | 0.00 | 0.00 | 6,816.00 | 6,816.00 |
| 51 | JOHNSTON | 26,209.00 | 26,209.00 | 0.00 | 0.00 | 26,209.00 | 26,209.00 |
| 52 | JONES | 1,029.00 | 1,029.00 | 0.00 | 0.00 | 1,029.00 | 1,029.00 |
| 53 | LEE | 2,910.00 | 2,910.00 | 0.00 | 0.00 | 2,910.00 | 2,910.00 |
| 54 | LENOIR | 5,733.00 | 5,733.00 | 0.00 | 0.00 | 5,733.00 | 5,733.00 |
| 55 | LINCOLN | 12,060.00 | 12,060.00 | 0.00 | 0.00 | 12,060.00 | 12,060.00 |
| 56 | MACON | 4,829.00 | 4,829.00 | 0.00 | 0.00 | 4,829.00 | 4,829.00 |
| 57 | MADISON | 5,820.00 | 5,820.00 | 0.00 | 0.00 | 5,820.00 | 5,820.00 |
| 58 | MARTIN | 2,615.00 | 2,615.00 | 0.00 | 0.00 | 2,615.00 | 2,615.00 |
| 59 | MCDOWELL | 7,229.00 | 7,229.00 | 0.00 | 0.00 | 7,229.00 | 7,229.00 |
| 60 | MECKLENBURG | 100,589.00 | 100,589.00 | 0.00 | 0.00 | 100,589.00 | 100,589.00 |
| 61 | MITCHELL | 2,540.00 | 2,540.00 | 0.00 | 0.00 | 2,540.00 | 2,540.00 |
| 62 | MONTGOMERY | 7,808.00 | 7,808.00 | 0.00 | 0.00 | 7,808.00 | 7,808.00 |
| 63 | MOORE | 9,901.00 | 9,901.00 | 0.00 | 0.00 | 9,901.00 | 9,901.00 |
| 64 | NASH | 7,161.00 | 7,161.00 | 0.00 | 0.00 | 7,161.00 | 7,161.00 |
| 65 | NEW HANOVER | 57,439.00 | 57,439.00 | 0.00 | 0.00 | 57,439.00 | 57,439.00 |
| 66 | NORTHAMPTON | 2,559.00 | 2,559.00 | 0.00 | 0.00 | 2,559.00 | 2,559.00 |
| 67 | ONSLow | 23,735.00 | 23,735.00 | 0.00 | 0.00 | 23,735.00 | 23,735.00 |
| 68 | ORANGE | 15,595.00 | 15,595.00 | 0.00 | 0.00 | 15,595.00 | 15,595.00 |
| 69 | PAMLICO | 1,181.00 | 1,181.00 | 0.00 | 0.00 | 1,181.00 | 1,181.00 |
| 70 | PASQUOTANK | 2,434.00 | 2,434.00 | 0.00 | 0.00 | 2,434.00 | 2,434.00 |
| 71 | PENDER | 15,091.00 | 15,091.00 | 0.00 | 0.00 | 15,091.00 | 15,091.00 |
| 72 | PERQUIMANS | 1,328.00 | 1,328.00 | 0.00 | 0.00 | 1,328.00 | 1,328.00 |
| 73 | PERSON | 8,993.00 | 8,993.00 | 0.00 | 0.00 | 8,993.00 | 8,993.00 |
| 74 | PITT | 55,869.00 | 55,869.00 | 0.00 | 0.00 | 55,869.00 | 55,869.00 |
| 75 | POLK | 5,383.00 | 5,383.00 | 0.00 | 0.00 | 5,383.00 | 5,383.00 |
| 76 | RANDOLPH | 8,111.00 | 8,111.00 | 0.00 | 0.00 | 8,111.00 | 8,111.00 |
| 77 | RICHMOND | 6,018.00 | 6,018.00 | 0.00 | 0.00 | 6,018.00 | 6,018.00 |
| 78 | ROBESON | 67,513.00 | 67,513.00 | 0.00 | 0.00 | 67,513.00 | 67,513.00 |
| 79 | ROCKINGHAM | 24,578.00 | 24,578.00 | 0.00 | 0.00 | 24,578.00 | 24,578.00 |
| 80 | ROWAN | 11,231.00 | 11,231.00 | 0.00 | 0.00 | 11,231.00 | 11,231.00 |
| 81 | RUTHERFORD | 4,973.00 | 4,973.00 | 0.00 | 0.00 | 4,973.00 | 4,973.00 |
| 82 | SAMPSON | 18,951.00 | 18,951.00 | 0.00 | 0.00 | 18,951.00 | 18,951.00 |
| 83 | SCOTLAND | 7,266.00 | 7,266.00 | 0.00 | 0.00 | 7,266.00 | 7,266.00 |
| 84 | STANLY | 6,805.00 | 6,805.00 | 0.00 | 0.00 | 6,805.00 | 6,805.00 |
| 85 | STOKES | 5,226.00 | 5,226.00 | 0.00 | 0.00 | 5,226.00 | 5,226.00 |
| 86 | SURRY | 16,426.00 | 16,426.00 | 0.00 | 0.00 | 16,426.00 | 16,426.00 |
| 87 | SWAIN | 6,822.00 | 6,822.00 | 0.00 | 0.00 | 6,822.00 | 6,822.00 |
| 88 | TRANSYLVANIA | 6,263.00 | 6,263.00 | 0.00 | 0.00 | 6,263.00 | 6,263.00 |
| 89 | TYRRELL | 1,764.00 | 1,764.00 | 0.00 | 0.00 | 1,764.00 | 1,764.00 |
| 90 | UNION | 17,061.00 | 17,061.00 | 0.00 | 0.00 | 17,061.00 | 17,061.00 |
| 91 | VANCE | 5,358.00 | 5,358.00 | 0.00 | 0.00 | 5,358.00 | 5,358.00 |
| 92 | WAKE | 64,625.00 | 64,625.00 | 0.00 | 0.00 | 64,625.00 | 64,625.00 |
| 93 | WARREN | 2,308.00 | 2,308.00 | 0.00 | 0.00 | 2,308.00 | 2,308.00 |
| 94 | WASHINGTON | 1,657.00 | 1,657.00 | 0.00 | 0.00 | 1,657.00 | 1,657.00 |
| 95 | WATAUGA | 3,518.00 | 3,518.00 | 0.00 | 0.00 | 3,518.00 | 3,518.00 |
| 96 | WAYNE | 18,109.00 | 18,109.00 | 0.00 | 0.00 | 18,109.00 | 18,109.00 |
| 97 | WILKES | 14,499.00 | 14,499.00 | 0.00 | 0.00 | 14,499.00 | 14,499.00 |
| 98 | WILSON | 21,561.00 | 21,561.00 | 0.00 | 0.00 | 21,561.00 | 21,561.00 |
| 99 | YADKIN | 2,241.00 | 2,241.00 | 0.00 | 0.00 | 2,241.00 | 2,241.00 |
| 100 | YANCEY | 3,430.00 | 3,430.00 | 0.00 | 0.00 | 3,430.00 | 3,430.00 |
| Total | | 1,500,000.00 | 1,500,000.00 | 0.00 | 0.00 | 1,500,000.00 | 1,500,000.00 |

APS Essential Services

AUTHORIZATION NUMBER: 1

FUNDING SOURCE: APS Under SSA Title XX (CRRSA)

CFDA Number: 93.747

CFDA Name: APS Under SSA Title XX (CRRSA)

Award Name: APS Under SSA Title XX (CRRSA)

Award Number: 2101NCAPC5-00

Award Date: FFY 2021

Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

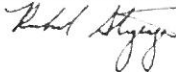
XS411 Heading: APS Essential Svcs

Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NORTH CAROLINA C THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATIO

AUTHORIZED SIGNATURE



DATE:

January 31, 2022



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor

KODY H. KINSLEY • Secretary

JOYCE MASSEY-SMITH, MPA •
Director, Division of Aging and Adult Services

February 17, 2022

DEAR COUNTY DIRECTOR OF SOCIAL SERVICES

ATTENTION: ADULT SERVICES SUPERVISORS AND PROGRAM MANAGERS

SUBJECT: ADULT PROTECTIVE SERVICES ESSENTIAL SERVICES FUND

REQUIRED ACTION: ☐ Information Only ☒ Time Sensitive ☒ Action Required

The Division of Aging and Adult Services (DAAS) has allocated \$1,500,00.00 of the American Rescue Plan Act (ARPA) of 2021 funding to an Adult Protective Services (APS) Essential Services Fund. This funding allows county departments of social services to provide essential services for adults for whom the need for protective services has been substantiated. These funds will assist adults to age in place, eliminating unnecessary institutionalization and promoting opportunities to return to a community-based setting when possible.

The fund is intended to assist county departments of social services in addressing identified protective services needs and mobilizing protective services where limited county funding and limited local resources may be a barrier. The funds are being made available in addition to any funds already allocated by the county and is not intended to replace funds already in place. Counties should ensure no other funding sources or resources are available to assist the individual prior to using the APS Essential Services Fund.

The APS Essential Services Fund must be used to provide and arrange for essential needs on behalf of an individual receiving Protective Services for Adults Planning and Mobilizing Services (SIS Code 204). The individual must be opened for SIS Code 204 services on a signed DSS-5027. If the individual is a recipient of the Community Alternatives Program (CAP) or the Special Assistance In Home Program (SAIH), counties should ensure that APS Essential Services Funds are used for needs that are not being covered through either of the programs.

These essential services needs include the provision of medical care for physical and mental health, assistance in personal hygiene, assistance with obtaining appropriate food, clothing, seeking and providing heated and ventilated shelter, providing for protection from health and safety hazards, and protection from abuse, neglect, and exploitation.

To account for these funds and receive reimbursement, your agency will need to complete an invoice for each individual receiving funding for the reimbursement month. The APS Essential Services Fund Reporting Tool is required to be completed for your agency to receive reimbursement for funding that meets the criteria for essential needs, and no other resources or funding opportunities are available. The APS Essential Services Fund Reporting Tool has been

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF AGING AND ADULT SERVICES

LOCATION: 693 Palmer Drive, Taylor Hall, Raleigh, NC 27603

MAILING ADDRESS: 2101 Mail Service Center, Raleigh, NC 27699-2101

www.ncdhhs.gov • TEL: 919-855-3400 • FAX: 919-733-0443

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

created using the Microsoft Forms program, the same program as the monthly Adult Services Survey.

The information required to submit the APS Essential Services Fund Reporting Tool includes:

- The county name submitting the invoice
- The first and last name of the county staff completing the invoice
- The email address of the staff completing the invoice
- The SIS ID of the individual open for 204 services receiving services through the Essential Services Fund
- The amount spent in each of the applicable categories for that individual:
 - Medication/medical care
 - Housing supports (rent/mortgage payments, taxes, hotels)
 - Groceries
 - Personal hygiene/clothing
 - Household supplies (appliances/furniture)
 - Home repairs/modifications
 - Personal Care (sitter/respite/personal care aid, life alert, adult day care)
 - Utilities (electric, gas, telephone, water, internet)
 - Health and wellness supplies
 - Transportation
 - Other (please describe)

The APS Essential Services Fund is available for use beginning February 1, 2022, through December 31, 2022. Your agency will be asked to complete one invoice for each individual receiving the APS Essential Services funding for each month funding is available. A link to submit the monthly invoices is provided in the attachment, APS Essential Services Fund Reporting Tool. Please enter all of February reimbursements on the February tool by March 1, 2022. Moving forward the tool must be completed by 5:00 p.m. on the first working day of the month for the previous month. For example, all requested reimbursements for March 2022 should be entered in the monthly tool by 5:00 p.m. on April 1, 2022. If you are unable to submit an invoice in the APS Essential Services Reporting Tool by the due date, you may submit the invoice the following month for reimbursement.

No prior approval is needed by your agency to utilize this funding. Your agency will complete the DSS-1571 Part II to receive reimbursement for the previous month. The invoices should be submitted to DAAS via the APS Essential Services Fund Reporting Tool as a part of this reimbursement process.

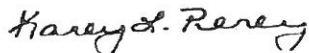
Please see the attached document, APS Essential Services Funding Authorizations SFY 2021-2022, with each county's allocation. Counties should track their monthly invoices to ensure you do not expend beyond your allocation. Any unused allocation for SFY 2021-2022, may be utilized in SFY 2022-2023, until December 31, 2022. If more than 20% of the funds remain on September 1, 2022, counties will be contacted to determine their plans and if the funds will be expended by December 31, 2022. If there are remaining funds, they will be reallocated according to the formula for those counties who have submitted invoices for the year and are able to utilize the funding. The funding formula for allocations is based on the number of individuals who received Protective Services in each county in SFY 2021-2022 and a weighted percent of 10% for SIS Code 202, 70% for SIS Code 204, and 20% based on the number of citizens at or below the poverty level for 2019.

We appreciate the contributions of the N.C. Association of County Directors of Social Services (NCACDSS) for the development of the definition of allowable services and the funding formula for the APS Essential Services Fund.

An in-service training will be conducted on February 24, 2022, during the monthly SA/AS Statewide Consultation that will explain the use of the funding and how to complete the APS Essential Services Reporting Tool.

If you have questions or need additional information, please contact Sarah M. Richardson at sarah.richardson@dhhs.nc.gov or the Adult Services listserv at dssasup@listserv.unc.edu.

Sincerely,



Karey Perez
Adult Services Section Chief

KP/smr/ctw

DAAS_AS_05_2005

Attachments: APS Essential Service Funding Authorizations SFY 2021-2022

APS Essential Services Fund Reporting Tool

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BUDGET OFFICER

FROM: Rowan Transit

EXPLANATION IN DETAIL:

Increase to budget for the newly awarded 5310-Rural Elderly and Disabled Transportation Program Grant

****The BOC approved applying for this grant on September 7, 2021**

Prepared by: Kristy Livengood
Date: 7/7/2022

BUDGET INFORMATION:

[illegible]

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

ROWAN COUNTY

**PUBLIC TRANSPORTATION GRANT AGREEMENT FOR
ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH
DISABILITIES PROGRAM**

Federal Award Identification

Agreement Number:
NCDOT Project Number: **23-ED-037**
Application Number: **1000012217**
Approved Indirect Cost Rate: **NA**
FAIN Number(s):
CFDA Number: **20.513**
DUNS/UEI Number: **074494014/
GCB7UCV96NW6**
Total Amount of Award
(Federal/State/Local): **\$218,551**

5310 - RURAL
50/50 GRANT
218,551 ÷
2 =
FED 109,275.50 +
LOCAL 109,276
0 *

.....
Federal Funded Programs:

- ☐ 5303 Metropolitan Planning Grant
- ☐ 5307 Urbanized Area Formula Grant
- ☒ 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant
- ☐ 5311 Community Transportation Rural Formula Grant
- ☐ 5311 Appalachian Development Transit Assistance Grant
- ☐ 5311f Intercity Bus Grant
- ☐ 5316 Job Access Reverse Commute Grant
- ☐ 5317 New Freedom Grant
- ☐ 5339 Bus and Bus Facility Grant

Account Inquiry [Rowan County]

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Schedule

Attach

Detail

Months

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to adjust

K

(M)

(D)

Account

Fund

1010

GEN FD

Acct

Org

1144529

OPER REV

Acct name

Object

431001

FED GRANT

Type

Project

64531

WARD Grant 5310 City of Rowan

Sub-Rollup

Revenue

...

...

MultiYr Fund

1010-45-4500-4529-0000-000-4-431001-64531

FEDERAL TRANSPORTATION GRANT

Status

Active

Account

4 YEAR COMPARISON HISTORY 4 YEAR GRAPH HISTORY GRAPH

| Yr/Per 2022/12 | Fiscal Year 2022 | Fiscal Year 2021 | Fiscal Year 2020 | Fiscal Year 2019 |
|-----------------|------------------|------------------|------------------|------------------|
| Original Budget | .00 | .00 | .00 | -104,800.00 |
| Transfers In | .00 | .00 | .00 | .00 |
| Transfers Out | .00 | .00 | .00 | .00 |
| Revised Budget | .00 | .00 | .00 | -104,800.00 |
| Actual (Memo) | .00 | .00 | .00 | .00 |
| Encumbrances | .00 | .00 | .00 | .00 |
| Requisitions | .00 | .00 | .00 | .00 |
| Available | .00 | .00 | .00 | -104,800.00 |
| Percent used | .00 | .00 | .00 | .00 |

\$35,019

\$35,019

Display detail information for current account.

«

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4 of 4

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Account Inquiry [Rowan County]

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GEN FD

Acct

1010-45-4500-4500-0000-4-431001-

Account

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1144529

OPER REV

Acct name

FEDERAL TRANSPORTATION GRANT

Account

Object

431001

FED GRANT

Type

Revenue

Active

Project

...

...

Rollup

...

...

Sub-Rollup

...

MultiYr Fund

5307

4 YEAR COMPARISON HISTORY 4 YEAR GRAPH HISTORY GRAPH

Yr/Per 2022/12

| | Fiscal Year 2022 | Fiscal Year 2021 | Fiscal Year 2020 | Fiscal Year 2023 |
|-----------------|------------------|------------------|------------------|------------------|
| Original Budget | -341,000.00 | .00 | .00 | -35,019.00 |
| Transfers In | .00 | .00 | .00 | .00 |
| Transfers Out | .00 | .00 | .00 | .00 |
| Revised Budget | -341,000.00 | .00 | .00 | -35,019.00 |
| Actual (Memo) | .00 | .00 | .00 | .00 |
| Encumbrances | .00 | .00 | .00 | .00 |
| Requisitions | .00 | .00 | .00 | .00 |
| Available | -341,000.00 | .00 | .00 | -35,019.00 |
| Percent used | .00 | .00 | .00 | .00 |

0.00

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To appropriate fund balance and vehicle expenditures for fiscal year 2022
General Fund encumbrances

BUDGET INFORMATION:

[illegible]

Purchase Order Details

Buyer
Bumgarner, Anna R.

☐ Project accounts applied

Status

☒ Original
☐ Change Order

Entered 08/19/2021
 Needed By
 Expire 06/30/2022
 Last Changed 0

Vendor Details

| | | |
|------------|---------------------------|------------------------------------|
| Vendor | 14608 | <input type="checkbox"/> Committed |
| Name | PIEDMONT TRUCK CENTER INC | |
| PO mailing | 0 | |

Shipping Details

4400
ROWAN COUNTY SHERIFF'S OFFICE
232 NORTH MAIN STREET
SALISBURY NC 2814
angela.estepp@rowancountync.gov

Delivery method ☒ Print ☐ Fax ☐ E-Mail ☐ E-Procurement

Remit 0

| Line | Ordered Amount | Liquidated | Balance | 1st GL Account |
|------|----------------|------------|-----------|----------------|
| 1 | 70,088.80 | 0.00 | 70,088.80 | 1154410-575035 |

Totals

DEPARTMENTAL REQUEST FOR BUDGET ACTION

To appropriate fund balance and vehicle expenditures for fiscal year 2022
General Fund encumbrances

[illegible]

| Vehicle POs | | | | | |
|-------------|--------|----------|------------------------|--------------------------------|---|
| Org | Object | PO # | Vendor | Item | |
| 1154134 | 575035 | 22000838 | Piedmont Truck Center | Van for Fac Mgt | |
| 7354119 | 575035 | 22000586 | Modern Chevy | EMS Trucks | |
| 1154371 | 575035 | 22000721 | Southeastern Specialty | 3 Ambulances | |
| 1154410 | 575035 | 22000127 | Piedmont Truck Center | 2021 Ford Van | |
| 1154410 | 575035 | 22000732 | Dana Safety | equipment/install | |
| 1154410 | 575035 | 22000299 | Bob Barker | van cell | |
| 1154410 | 575035 | 22000550 | Ilderton | vehicles | |
| 1154520 | 575035 | 22000286 | Ilderton | 5 - Vans | |
| 1154520 | 575035 | 22000230 | Creative Bus Sales | 5 - 20' Light Transit vehicles | |
| | | | | | Amount |
| | | | | | \$ 55,422 |
| | | | | | \$ 91,600 |
| | | | | | \$ 869,156 |
| | | | | | \$ 70,089 |
| | | | | | \$ 6,550 |
| | | | | | \$ 68,422 |
| | | | | | \$ 94,211 |
| | | | | | \$ 297,095 |
| | | | | | \$ 295,848 |
| | | | | | Notes |
| | | | | | carry forward |
| | | | | | 14-24 months out |
| | | | | | I think this is for 2 vans - Anna wants on her agenda item separately |

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To Revenue and vehicle expenditures for fiscal year 2022
Carryover

BUDGET INFORMATION:

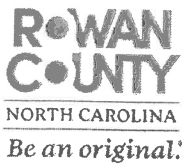
[illegible]

Vehicle POs

| Org | Object | PO # | Vendor | Item | Amount | Check # | Notes |
|---------|--------|----------|------------------------|--------------------------------|------------|---------|---|
| 1154134 | 575035 | 22000838 | Piedmont Truck Center | Van for Fac Mgt | \$ 55,422 | | carry forward |
| 7354119 | 575035 | 22000586 | Modern Chevy | EMS Trucks | \$ 91,600 | | |
| 1154371 | 575035 | 22000721 | Southeastern Specialty | 3 Ambulances | \$ 869,156 | | 14-24 months out |
| 1154410 | 575035 | 22000127 | Piedmont Truck Center | 2021 Ford Van | \$ 70,089 | | I think this is for 2 vans - Anna wants on her agenda item separately |
| 1154410 | 575035 | 22000732 | Dana Safety | equipment/install | \$ 6,550 | | |
| 1154410 | 575035 | 22000299 | Bob Barker | van cell | \$ 68,422 | | |
| 1154410 | 575035 | 22000550 | Ilderton | vehicles | \$ 94,211 | | |
| 1154520 | 575035 | 22000286 | Ilderton | 5 - Vans | \$ 297,095 | | |
| 1154520 | 575035 | 22000230 | Creative Bus Sales | 5 - 20' Light Transit vehicles | \$ 295,848 | | |

Bevis, Lisa F

From: Bumgarner, Anna R
Sent: Tuesday, July 12, 2022 3:01 PM
To: Bevis, Lisa F
Subject: FW: Rufty-Holmes HVAC Funding Request
Attachments: RHSC HVAC Funding Request 2022.pdf



Anna Bumgarner | Director of Purchasing/Contract Administration
Rowan County Purchasing
130 W. Innes Street, Salisbury, NC 28144
[p] 704-216-8174 [c] 980-330-0157 [f] 704-216-8166
www.rowancountync.gov/675/Purchasing

From: Church, Aaron <Aaron.Church@rowancountync.gov>
Sent: Tuesday, July 12, 2022 2:54 PM
To: Barger, Carolyn M <Carolyn.Barger@rowancountync.gov>; Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
Cc: Pierce, Craig <Craig.Pierce@rowancountync.gov>; Greene, Jim <Jim.Greene@rowancountync.gov>; Edds, Greg <Greg.Edds@rowancountync.gov>; Dees, Jay <Jay.Dees@rowancountync.gov>; Pierce, Craig <Craig.Pierce@rowancountync.gov>; Caskey, Mike D <Mike.Caskey@rowancountync.gov>; Barger, Carolyn M <Carolyn.Barger@rowancountync.gov>; Klusman, Judy <Judy.Klusman@rowancountync.gov>
Subject: Fwd: Rufty-Holmes HVAC Funding Request

Carolyn,

Commissioner Pierce would like this added to the agenda. Including a budget amendment that Anna is preparing. Commissioner Pierce has requested that the budget amendment move \$10,000 from Bull holes appropriation and \$13,506 from contingency to Senior Services. Thank you.

Aaron Church
Rowan County Manager
130 West Innes Street
Salisbury, NC 28144
Phone: 704-216-8180
Cell: 704-213-8369

23,506 Y

1155-5550-091044

Begin forwarded message:

From: Nan Buehrer <director@ruftyholmes.org>
Subject: Rufty-Holmes HVAC Funding Request
Date: July 12, 2022 at 11:01:09 AM EDT
To: Aaron Church <aaron.church@rowancountync.gov>
Cc: Craig Pierce <craig.pierce@rowancountync.gov>, Mike Edwards <edwards136630@aol.com>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "Report Phish" button.

Aaron,


Thank you for considering this email, which I am sending in response to my conversation with Commissioner Pierce.

This formal request is for financial assistance to replace a 34 year old HVAC system at the Senior Center. The Quote from Beaver Brothers is attached and we are told it could be 10-14 weeks before equipment is available for replacement.

Please let me know if you have any questions or need further information.

Thank you for your consideration.

Nan Buehrer, Executive Director
Rufty-Holmes Senior Center
1120 S. MLK, Jr. Avenue
Salisbury, NC 28144-5692
704-216-7715
director@ruftyholmes.org
www.ruftyholmes.org

Accredited by 
National Institute of
Senior Centers



RUFTY-HOLMES SENIOR CENTER

Serving Rowan County, NC Older Adults

www.ruftyholmes.org

1120 S. MLK Jr. Ave, Salisbury, NC

704-216-7714

July 11, 2022

Aaron Church, Rowan County Manager
Rowan County, NC

Aaron,

Rufty-Holmes Senior Center's original part of the facility will be 35 years old in 2023. Our building is utilized by many Rowan County Older Adults Monday thru Friday, providing opportunities for fitness, education, meals, socialization, and outreach resources. The not so good news is the HVAC system for the original part of the building is also almost 35 years old!

RHSC's Facility Committee is recommending replacement of the twin units. The AC unit has already been repaired twice this summer and repairs are costly. The Committee is concerned that if the units fail completely, the Center could be without heating or cooling for an extended period due to supply issues for new equipment. Our provider is estimating a 10-14-week lead time for the equipment to arrive.


RHSC's Finance Committee is respectfully asking the Rowan County Commissioners for funding to cover two-thirds of the replacement cost, which is \$23,506. The full quote for replacement is attached to this letter. The Finance Committee is also seeking the remaining funds from other sources.

Thank you for your consideration of this request. I will be glad to answer any questions you may have.

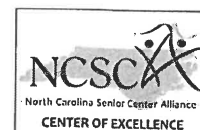
With Optimism,



Nan Buehrer
Executive Director

Accredited by 
National Institute of
Senior Centers

"Adding Life to Years"
Health & Wellness, Lifelong Learning
Civic and Social Engagement





Beaver Brothers, Inc.

"Since 1919"

Heating • Air Conditioning
License No. 146

807 Corporate Circle
Salisbury, NC 28147
(704) 637-9595 Phone
(704) 636-3764 Fax
www.beaverbrosinc.com

June 30, 2022
Nan Buehrer
Rufy Holmes Senior Center
1120 Martin Luther King Jr Ave
Salisbury, NC

Subject: Pricing for replacement of the heating and air conditioning system for the front offices of the building

Job Description: We propose the following pricing to furnish the necessary labor and materials to replace the front office twinned system. The work will include:

- Removal and disposal of existing equipment
- Installation of a carrier 10-ton twinned gas furnace and air conditioning unit
- This unit will need outside air introduction into the duct system to bring it up to code
- Rework duct to accept the new 10 ton coil
- New outside electrical disconnect to bring it to code
- Condensate drain connections to existing
- Power and control wiring connections to existing wire
- New thermostat
- Startup and checkout of newly installed system

Price-\$ 35,260.00

Warranty:

All materials and labor furnished by our company carries a limited warranty for a period of one year from date of installation against defects in materials and/or workmanship. Any material found defective within this period shall be replaced on a no charge basis. Manufactured equipment follows the individual piece of equipment's warranty from the manufacturer. Carrier Holds a 10 year parts warranty ONLY. Labor is not included.

Terms:

Payment due upon completion. A monthly service charge of 1 and 1/2 percent is added to all account balances 30 days past due. Beaver Brothers, Inc. will maintain the price quoted herein for a period of thirty (30) days. This proposal shall constitute an agreement when signed by the customer or representative of the customer and by an officer of Beaver Brothers, Inc.

Beaver Brothers, Inc.
John Beaver

ACCEPTANCE

Acceptance -- Customer

Date

Acceptance -- Officer of
Beaver Brothers, Inc.

Date

DEPARTMENTAL REQUEST FOR BUDGET ACTION

[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: July 8, 2022
SUBJECT: Consider Approval of Board Appointments

ATTACHMENTS:

Description

Board Appointments

Upload Date

7/15/2022

Type

Cover Memo

MONTHLY BOARD APPOINTMENTS
July 18, 2022
COMMISSION MEETING

AIRPORT ADVISORY BOARD

There is one (1) seat open for a member of the Business Community. Applications were received from Anjeana Thurston and Jeffrey Alan Matthews.

The selected applicant will serve a three-year term that will expire on June 30, 2025.

TOWN OF CLEVELAND ZONING AND PLANNING BOARD – ETJ

Mark Allen Benton applied for appointment as an ETJ alternate representative. If approved, the term will expire October 31, 2025.

EAST GOLD HILL VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Sue Choat and Ralph Earnhardt applied for reappointment and if approved, their terms will expire on July 31, 2024.

TOWN OF GRANITE QUARRY PLANNING BOARD – ETJ

Jared Mathis and Delores Shannon applied for reappointment (Ms. Shannon would serve as an alternate member). If approved, their terms will expire July 31, 2025.

BOARD OF HEALTH

There is one (1) vacant seat for a member of the General Public.

Dr. Anthony Jerome Davis and Bliss McIntosh Green both applied. The selected applicant's term will expire on December 31, 2023.

HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE (HCCBG)

The Board is asked to renew the appointments for the following individuals who represent the HCCBG funded agencies for FY 2022-23. All terms will expire June 30, 2023.

1. Nan Buehrer, Executive Director, Rufty-Holmes Senior Center
2. Micah Ennis, Director, Rowan County Department of Social Services
3. Cindy Fink, Executive Director, Meals on Wheels Rowan
4. Valerie Steele, Rowan Transit System
5. Beth Huber, Executive Director, Trinity Living Center

REGION F AGING ADVISORY COMMITTEE

Eileen Solomon applied for reappointment for a one-year term that will expire June 30, 2023.

JUVENILE CRIME PREVENTION COUNCIL

Henry Ricardo Smith, Alisa Russell, John Basinger and Don Bringle applied for reappointment.

In order for John Basinger, Alisa Russell and Don Bringle to be reappointed, the Commissioners would need to waive the term limits established in the Resolution that governs the advisory board appointment process.

If approved, the term for the four (4) applicants listed above would expire on June 30, 2024.

Also, Jason Scott Hinson applied to fill a vacancy as a member of a non-profit agency. The term would expire June 30, 2024.

LOCAL EMERGENCY PLANNING COMMITTEE

Division Chief Bryan Keith Edwards applied to fill a vacant public safety seat. There are no terms for this Committee.

Anjeana Thurston

Rowan County Generated 6/27/2022 @ 9:55 am by OnBoard2 - Powered by ClerkBase

Status

| | Name | Board | Vacancies | Status |
|------------------|-------------------------------|------------------------|-----------|---------|
| Application Date | Anjeana Thurston 6/25/2022 | Airport Advisory Board | 0 | Pending |
| Expiration Date | 6/25/2024 | | | |
| Board Member | Anjeana Thurston | | | |
| Status | Validated | | | |

Basic Information

Name

Anjeana Thurston

Business/Civic Experience and why you feel you are qualified for this appointment:

I have served on the North Rowan Middle school advisory board during 2012 and 2013. I have volunteered with the North Middle and High schools Athletic Booster Clubs from 2011-2020 serving in different capacities over the years. (member, secretary, and president)

Have you ever been convicted of a felony?

no

County of Residence

Rowan

Contact Information

Address

1024 Timber Run Dr
Salisbury, NC 28146 6961

Resident

Yes

Ward/District

Phone

7042672414

Email

jejethurston@vertexconstructionnc.com

Occupation

Employer

Vertex Construction Company LLC

Occupation

Project Administrator

Other Questions

Question #4

Are you a Rowan County Government employee?

No

Gender

What is your gender?

Female

Mr. Jeffrey Alan Matthews

Rowan County Generated 6/17/2022 @ 10:22 am by OnBoard2 Powered by ClerkBase

| Status | | Board | Vacancies | Status |
|------------------|---------------------------|------------------------|-----------|---------|
| Name | Mr. Jeffrey Alan Matthews | | | |
| Application Date | 6/16/2022 | Airport Advisory Board | 0 | Pending |
| Expiration Date | 6/16/2024 | | | |
| Board Member | Jeffrey Alan Matthews | | | |
| Status | Validated | | | |

Basic Information

Name
Mr. Jeffrey Alan Matthews

Business/Civic Experience and why you feel you are qualified for this appointment:
I have served on the Board of Directors for Locke Township Fire Department from 2009 to 2022. During this tenure, I served as Secretary and on several Board sub-committees. In addition to my work/business experience (see Resume) I am an active member and have served in many leadership roles at First United Methodist Church Salisbury. I have held a student pilot's license in my past and continue to have an avid interest in General Aviation.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
185 Waterford drive
185 Waterford drive
Salisbury, NC 28147

Resident
Yes

Ward/District

Phone
704-637-8985

Cell Phone
704-202-1571

Email
jeffamatthews1@gmail.com

Occupation

Employer
Distinctive NatureScapes, Inc

Occupation
Co-Owner

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

Jeffrey A. (Jeff) Matthews

185 Waterford Drive

Salisbury, NC 28147

H: (704) 637-8985 M: (704) 202-1571

jeffamatthews1@gmail.com

PROFILE

A broadly experienced and accomplished business owner and manufacturing management professional with a record of achievement in a diverse array of organizations including a Fortune 250 company. A proven leader, facilitator, and team builder with excellent communication skills.

EXPERIENCE

1998 – Present

Distinctive NatureScapes, Inc.

Distinctive NatureScapes, Inc. is a closely held landscape construction corporation offering design/build landscape, hardscape, irrigation, and lighting systems for residential and commercial customers as well as professional grounds maintenance services.

Founder & Co-Owner, Salisbury, NC

- Licensed NC Landscape Contractor
- Licensed NC Irrigation Contractor
- Licensed NC Pesticide Applicator
- Licensed Restricted, Limited Plumber

1986 – 1998

Collins & Aikman Corporation U.S. Automotive Carpet Division

Collins & Aikman is a world leader in the production of automotive interior systems – textile and plastic trim, acoustics and convertible tops – to the global automotive industry. For the year of 1997, the Company's net sales were \$1.7 billion.

1993 – 1998

Vice President of Operations, Albemarle, North Carolina

Responsible for the total manufacturing activities in a 700 team member facility involved in the tufting, dyeing, finishing, and coating of automotive carpet.

- Complete P&L responsibility with annual operating budget of \$17.0MM.
- Develop and direct the implementation annual operating plan and objectives including capital budget of \$3.0MM.

- Coordinate development of annual plant long range operating plan.
- Plant Coordinator for QS-9000 Steering Committee.
- Successfully lead team in \$10.0MM capacity expansion project.

Accomplishments:

- Reduced quality cost of non-conformance by 54% from 1993 to 1998
- Received Superior Quality Award – Toyota Motor Company – Japan 1994
- 1996 GM Floor and Trunk Supplier of the Year

1988-1993

Plant Manager, Salisbury, North Carolina

Responsible for total manufacturing activities in a 200 team member facility involved in die cutting and fabrication of automotive interior carpet and trunk trim.

- Complete P&L responsibility with annual operating budget of \$4.0MM
- Develop and implement overall annual operating plan and objectives
- Coordinate development of annual plant long range plan
- Develop plant overall policy, strategy, structure, and methodology for team member integration into C&A's production system.

Accomplishments:

- Directed on-site team in the design and construction of 105,000 sq. ft. manufacturing plant – 1991
- Reduced quality cost of non-conformance by 45% between 1990 and 1993
- Ford Motor Corp. – Q1 Performer
- General Motor Corp. – Target for Excellence Award
- Chrysler Corp. – QE Award 1992
- Toyota Motor Mfg. – Superior Quality Award
- Subaru – Isuzu: Quality Award 1992

1986-1988

Industrial Engineering Manager, Old Fort, NC

Responsible for managing IE staff to achieve short and long term cost reduction projects, develop and coordinate Long Range Plan and Capital Budgets and establish and manage standard cost data for all aspects of total product costs.

Hobbies/Interests: Photography, woodworking, fishing, and golf. I have held a student pilot license.

mark allen benton

Rowan County Generated 7/5/2022 @ 1:57 pm by OnBoard2 - Powered by ClerkBase

Status

| | Name | Board | Vacancies | Status |
|------------------|-------------------|---|-----------|-------------|
| Application Date | mark allen benton | Town of Cleveland Zoning and Planning - ETJ | 1 | BoC Meeting |
| Expiration Date | 7/5/2022 | | | |
| Board Member | 7/5/2024 | | | |
| Board Member | mark allen benton | | | |
| Status | Validated | | | |

Basic Information

Name
mark allen benton

Business/Civic Experience and why you feel you are qualified for this appointment:
lived on bear poplar rd for over 30 years

Have you ever been convicted of a felony?
no

County of Residence
rowan

Contact Information

Address
1125 bear poplar rd
cleveland, NC 27013

Resident
Yes

Ward/District

Phone
704 278 4847

Cell Phone
704 305 1669

Email
hikingyellowstone1997@yahoo.com

Occupation

Employer
disabled

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

Sue Onita Choat

Rowan County Generated 6/10/2022 @ 9:31 am by OnBoard2 Powered by ClerkBase

Status

| | Name | Board | Vacancies | Status |
|------------------|-----------------------------|--|-----------|---------|
| Application Date | Sue Onita Choat 6/9/2022 | East Gold Hill Volunteer Fire Department Fire Commissioners | 0 | Pending |
| Expiration Date | 6/9/2024 | | | |
| Board Member | Sue Onita Choat | | | |
| Status | Validated | | | |

Basic Information

Name
Sue Onita Choat

Business/Civic Experience and why you feel you are qualified for this appointment:
own catering business, involved in community, treasurer of Rowan county Fire & Rescue Assoc

Have you ever been convicted of a felony?
No

County of Residence
rowan

Contact Information

Address
P.O. Box1087
Rockwell, NC 28138

Resident
Yes

Ward/District

Phone
704-202-6378

Cell Phone
704-202-6378

Email
skchoat@yahoo.com

Occupation

Employer
self

Occupation
catering

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Female

Ralph Eugene Earnhardt

Rowan County Generated 6/10/2022 @ 9:35 am by OnBoard2 - Powered by ClerkBase.

Status

Name Ralph Eugene Earnhardt
Application Date 6/9/2022
Expiration Date 6/9/2024
Board Member Ralph Eugene Earnhardt
Status **Validated**

Board

East Gold Hill Volunteer Fire
Department Fire Commissioners

Vacancies

0

Status

Pending

Basic Information

Name

Ralph Eugene Earnhardt

Business/Civic Experience and why you feel you are qualified for this appointment:

Lifelong resident of Gold Hill Have been a member of fire dept in the past

Have you ever been convicted of a felony?

No

County of Residence

rowan

Contact Information

Address

1325 Old U.S. 80 Hwy
Gold Hill, NC 28071

Resident

Yes

Ward/District

Phone

704-279-7897

Cell Phone

704-298-3648

Email

0719earnhardt@gmail.comNone

Occupation

Employer

None

Occupation

Retired

Other Questions

Question #4

Are you a Rowan County Government employee?

No

Gender

What is your gender?

Male

Barger, Carolyn M

From: Admin <Admin@granitequarrync.gov>
Sent: Tuesday, June 14, 2022 9:22 AM
To: Barger, Carolyn M
Subject: Reappointment Requests

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "Report Phish" button.

Hi Carolyn,

I hope you are well! The Board has requested that both Jared Mathis (ETJ Planning Board member) and Dolores Shannon (alternate ETJ Planning Board member) be reappointed to their current positions for a second term with term expirations of 7/31/2025. I have requested that both members fill out the county's online application.

Thanks,
Aubrey

Aubrey Smith, CMC, NCCMC
Town Clerk



143 N. Salisbury Ave, Granite Quarry, NC 28146
P.O. Box 351, Granite Quarry, NC 28072
Office: (704) 279-5596, ext. 201
Fax: (704) 279-6648
admin@granitequarrync.gov
www.granitequarrync.gov

DISCLAIMER: Pursuant to the Freedom of Information-Privacy Acts (FOIPA) and North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) sent in response to it may be considered public record and as such subject to request and review by anyone at any time.

Jared Mathis

Rowan County Generated: 6/9/2022 @ 8:27 am by OnBoard2 - Powered by ClerkBase

Status

| | Name | Board | Vacancies | Status |
|------------------|--------------|-------------------------------------|-----------|---------|
| Application Date | Jared Mathis | Granite Quarry Planning Board - ETJ | 1 | Pending |
| Expiration Date | 6/8/2022 | | | |
| Board Member | 6/8/2024 | | | |
| Status | Jared Mathis | | | |
| | Validated | | | |

Basic Information

Name

Jared Mathis

Business/Civic Experience and why you feel you are qualified for this appointment:

I was previously on the Granite Quarry Planning Board

Have you ever been convicted of a felony?

No

County of Residence

Rowan

Contact Information

Address

590 Coley Road
Salisbury, NC 28146

Resident

Yes

Ward/District

Phone

7042021300

Email

jaredsmathis@gmail.com

Occupation

Employer

NC DOT

Occupation

Engineer

Other Questions

Question #4

Are you a Rowan County Government employee?

No

Gender

What is your gender?

Male

Dolores Shannon

Rowan County Generated 6/15/2022 @ 8:53 am by OnBoard2 - Powered by ClerkBase

Status

| | Name | Board | Vacancies | Status |
|------------------|--------------------------|-------------------------------------|-----------|-------------|
| Application Date | Dolores Shannon | Granite Quarry Planning Board - ETJ | 1 | BoC Meeting |
| Expiration Date | 6/14/2022 | | | |
| Board Member | 6/14/2024 | | | |
| | Dolores Anderson Shannon | | | |
| Status | Validated | | | |

Basic Information

Name

Dolores Shannon

Business/Civic Experience and why you feel you are qualified for this appointment:

Prior Granite Quarry Board Member

Have you ever been convicted of a felony?

No

County of Residence

Rowan

Contact Information

Address

160 Irby Lane
Salisbury, NC 28146

Resident

Yes

Ward/District

Phone

704-798-2035

Cell Phone

704-798-2035

Email

shannondas76@yahoo.com

Occupation

Employer

N/A

Occupation

Retired Nurse

Other Questions

Question #4

Are you a Rowan County Government employee?

No

Gender

What is your gender?

Female

Dr. Anthony Jerome Davis

Rowan County Generated 7/6/2022 @ 8:33 am by OnBoard2 Powered by ClerkBase

Status

| | Name | Board | Vacancies | Status |
|------------------|--------------------------|--------------|-----------|---------|
| | Dr. Anthony Jerome Davis | Health Board | 1 | Pending |
| Application Date | 7/5/2022 | | | |
| Expiration Date | 7/5/2024 | | | |
| Board Member | Anthony Jerome Davis | | | |
| Status | Validated | | | |

Basic Information

Name

Dr. Anthony Jerome Davis

Business/Civic Experience and why you feel you are qualified for this appointment:

I am a philanthropic practitioner with several years of experience in the allied health profession and an influence as it relates to health disparities and the impact on marginalized communities

Have you ever been convicted of a felony?

No

County of Residence

Rowan

Request for Waiver of Term Limits

No

Contact Information

Address

701 West Monroe Street
Salisbury, NC 28144

Resident

Yes

Ward/District

Phone

19192251660

Email

adavis@livingstone.edu

Occupation

Employer

Livingstone College

Occupation

Senior Vice President/Chief
Operating Officer

Other Questions

Question #4

Are you a Rowan County Government employee?

No

Gender

What is your gender?

Male

Ms Bliss McIntosh Green

Rowan County Generated 6/24/2022 @ 11:18 am by OnBoard2 - Powered by ClerkBase

| Status | | Board | Vacancies | Status |
|--------|------------------|-------------------------|--------------|---------|
| | Name | Ms Bliss McIntosh Green | | |
| | Application Date | 6/23/2022 | Health Board | 1 |
| | Expiration Date | 6/23/2024 | | Pending |
| | Status | Open | | |

Basic Information

Name
Ms Bliss McIntosh Green

Business/Civic Experience and why you feel you are qualified for this appointment:
I was a board member of Shelter Health Services in Charlotte NC for 5 years. I've served as a Board of Elections Official for over 10 years in both Mecklenburg and Rowan County.

Have you ever been convicted of a felony?
no

County of Residence
Rowan

Contact Information

Address
PO Box 561704
Charlotte, NC 28256

Resident
Yes

Ward/District

Phone
704-241-5135

Email
lendingbliss@gmail.com

Occupation

Employer
Prime Lending

Occupation
Mortgage Loan Originator

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Female

RUFTY-HOLMES SENIOR CENTER

Serving Rowan County, NC Older Adults

www.ruftyholmes.org

1120 S. MLK Jr. Ave, Salisbury, NC

704-216-7714

Date: June 20, 2022
To: Carolyn Barger, Rowan County Clerk, Board of Commissioners
From: Nan Buehrer, Executive Director, RHSC
Lead Facilitating Agency for HCCBG Advisory Committee
Subject: HCCBG Board Appointments

I am requesting Rowan County Board Appointment Renewals for the following individuals who represent the HCCBG Funded Agencies for the FY 2022-2023.

Home and Community Care Block Grant Committee

The following are renewal appointments to represent their agency as a Funded Provider for a one-year term, starting July 1, 2022, thru June 30, 2023.

| | | |
|----------------|--------------------|---------------------------------------|
| Nan Buehrer | Executive Director | Rufty-Holmes Senior Center |
| Micah Ennis | Director | Rowan County Dept. of Social Services |
| Cindy Fink | Executive Director | Meals on Wheels Rowan |
| Valerie Steele | Director | Rowan Transit System |
| Beth Huber, | Executive Director | Trinity Living Center |

Respectfully submitted,



Nan Buehrer, Executive Director

Eileen Tobin Solomon

Rowan County | Generated 6/1/2022 @ 9:02 am by OnBoard2 - Powered by ClerkBase

Status

Name Eileen Tobin Solomon
Application Date 6/1/2022
Expiration Date 6/1/2024
Board Member Eileen Tobin Solomon
Status Validated

Board

Region F Aging Advisory Committee

Vacancies

0

Status

Pending

Basic Information

Name

Eileen Tobin Solomon

Business/Civic Experience and why you feel you are qualified for this appointment:

This past year I was on this committee as an alternate and the HCCBG Committee

Have you ever been convicted of a felony?

No

County of Residence

Rowan County

Contact Information

Address

1104 Foxbrook Place
Salisbury, NC 28147

Resident

Yes

Ward/District

Lock

Phone

704 857 8402

Cell Phone

704 639 5074

Email

Etsolomon@windstream.net

Occupation

Employer

Retired teacher

Other Questions

Question #4

Are you a Rowan County Government employee?

No

Gender

What is your gender?

Female

Mr Henry Ricardo Smith

Rowan County | Generated 6/10/2022 @ 9:26 am by OnBoard2 - Powered by ClerkBase

Status

Name Mr Henry Ricardo Smith
Application Date 6/9/2022
Expiration Date 6/9/2024
Board Member Henry Ricardo Smith
Status Validated

Board

Juvenile Crime Prevention Council

Vacancies

5

Status

Pending

Basic Information

Name

Mr Henry Ricardo Smith

Business/Civic Experience and why you feel you are qualified for this appointment:

I have been very active in the community working with politicians to improve the quality of life in underserved areas. I have volunteered several years to help with the Rowan Chamber Commerce Dragon Boat Festival. It is through my business and work experience that will allow me to be an asset to this board.

I received my BS in Science at Livingston in 1978. I have over 25 years in the car industry and over 4 years in the school system. I worked at Duman Auto Dealership, Suffolk, Va for 22 years in various management positions. I worked three years at Sunbelt Automotive in Albemarle, NC. I retired in 2017 only to go back to work in the Rowan School System as a substitute teacher. After substituting for two years, I was asked to work full-time as a teacher assistant in the Title 1 Pre-Kindergarten at North Rowan Elementary School. Working in the car industry for over 25 years has given me the experience and contacts needed to understand the transportation and the systems in place that govern it. Also, I have the management skills necessary to get things done.

I am capable of reviewing proposals and reports to provide valuable feedback and recommendations. My experience with children has sharpened the skills necessary to be patient and flexible in stressful situations. I can work with a wide range of people and personalities. Although I have a lot of I's in this summary, one of my biggest skill set is that of a team player. I understand that we don't have to agree on all issues to find common ground in order to work together for the greater good..

Have you ever been convicted of a felony?

No

County of Residence

Rowan

Contact Information

Address

310 Candlewick Dr
Salisbury, NC 28147

Resident

Yes

Ward/District

Phone

7048709172

Email

meanttobe0620@gmail.com

Occupation

Employer

Rowan Salisbury School System

Occupation

Pre-K Teacher Assistant

Other Questions

Question #4

Are you a Rowan County Government employee?

No

Gender

What is your gender?

Male

Alisa Russell

Rowan County | Generated 6/3/2022 @ 11:36 am by OnBoard2 - Powered by ClerkBase

Status

Name Alisa Russell
Application Date 6/3/2022
Expiration Date 6/3/2024
Board Member Alisa Russell
Status Validated

Board

Juvenile Crime Prevention Council

Vacancies

5

Status

Pending

Basic Information

Name

Alisa Russell

Business/Civic Experience and why you feel you are qualified for this appointment:

I have served on JCPC for many years. I am currently work for a child placing agency that provides therapeutic foster care. Many of our youth have juvenile justice involvement. I currently serve as the Director of Clinical Services. I participate in a variety of boards on the local mental health level. I am a member of North Rowan High School Booster and PTA clubs. As a child provider in Mental Health I bring knowledge and insight into ways to improve the quality of life for our youth and their families. It remains important to me that as a council we continue to increase public awareness and provide adequate services to our youth.

Have you ever been convicted of a felony?

No

County of Residence

Rowan

Request for Waiver of Term Limits

I am requesting to waive the term limits

Contact Information

Address

P.O. Box 165, 210 Pinetree Drive
210 Pinetree Drive
East Spencer, NC 28039

Resident

Yes

Ward/District

Phone

7046192844

Cell Phone

7046192844

Email

arussell-cssi@carolina.rr.com

Occupation

Employer

Community Specialized Services, Inc.,

Occupation

Director of Clinical Services

Other Questions

Question #4

Are you a Rowan County Government employee?

No

Gender

What is your gender?

Female

John Basinger

Rowan County | Generated 6/7/2022 @ 3:16 pm by OnBoard2 - Powered by ClerkBase

Status

Name John Basinger
Application Date 6/7/2022
Expiration Date 6/7/2024
Board Member John Basinger
Status Validated

| Board | Vacancies | Status |
|-----------------------------------|-----------|----------------------|
| Juvenile Crime Prevention Council | 5 | Pending |

Basic Information

Name
John Basinger
Have you ever been convicted of a felony?
No
County of Residence
Rowan

Contact Information

Address
106 S. Kayla Dr.
Salisbury, NC 28146
Resident
Yes
Ward/District
Phone
9806215039
Email
johnbasinger2003@yahoo.com

Occupation

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

Don Elwood Bringle

Rowan County | Generated 6/9/2022 @ 8:37 am by OnBoard2 - Powered by ClerkBase

Status

Name Don Elwood Bringle
Application Date 6/8/2022
Expiration Date 6/8/2024
Board Member Don Bringle
Status Validated

Board

Juvenile Crime Prevention Council

Vacancies

5

Status

Pending

Basic Information

Name

Don Elwood Bringle

Business/Civic Experience and why you feel you are qualified for this appointment:

I have served on this Board for several years and enjoy working with the group and supporting our local community.

Have you ever been convicted of a felony?

NO

County of Residence

Rowan

Request for Waiver of Term Limits

Yes

Contact Information

Address

310 Park Street
China Grove, NC 28023

Resident

Yes

Ward/District

Phone

7043266070

Email

don.bringle@rowancountync.gov

Occupation

Employer

Rowan County Government

Occupation

Director of Facilities and Parks

Other Questions

Question #4

Are you a Rowan County Government employee?

Yes

Gender

What is your gender?

Male

Jason Scott Hinson

Rowan County | Generated 7/8/2022 @ 9:44 am by OnBoard2 - Powered by ClerkBase

Status

| | Name | Board | Vacancies | Status |
|------------------|--------------------|-----------------------------------|-----------|---------|
| | Jason Scott Hinson | | | |
| Application Date | 7/7/2022 | Juvenile Crime Prevention Council | 11 | Pending |
| Expiration Date | 7/7/2024 | | | |
| Board Member | Jason Scott Hinson | | | |
| Status | Validated | | | |

Basic Information

Name

Jason Scott Hinson

Business/Civic Experience and why you feel you are qualified for this appointment:

I am looking to fill the non-profit role on the JCPC. I am the founder of Aqua14 Ministry. We serve the homeless and less fortunate by sharing the love of Jesus. We have started working with a ton of drug rehabilitation and support ministries.

Have you ever been convicted of a felony?

No

County of Residence

Rowan

Contact Information

Address

1165 Ellerwood Dr
Salisbury, NC 28146

Resident

Yes

Ward/District

Phone

9805211968

Email

jhinson9@yahoo.com

Occupation

Employer

City of Kannapolis

Occupation

Patrol Lieutenant

Other Questions

Question #4

Are you a Rowan County Government employee?

No

Gender

What is your gender?

Male

Division Chief Bryan Keith Edwards

Rowan County | Generated 7/13/2022 @ 12:01 pm by OnBoard2 - Powered by ClerkBase

Status

Name Division Chief Bryan Keith Edwards
Application Date 6/7/2022
Expiration Date 6/7/2024
Board Member Bryan Keith Edwards
Status Validated

Board

Local Emergency Planning
Committee

Vacancies

5

Status

BoC Meeting

Basic Information

Name

Division Chief Bryan Keith Edwards

Business/Civic Experience and why you feel you are qualified for this appointment:

Currently serve as the Division Chief of EMS for Rowan County Emergency Services. Ive served the EMS field for over 35 years and as an administrator/Chief within EMS for over 7 years.

Have you ever been convicted of a felony?

No

County of Residence

Iredell

Contact Information

Address

2427 Old Concord Road
Suite E
Salisbury, NC 28146

Resident

Yes

Ward/District

Phone

704-216-8911

Cell Phone

704-202-8949

Email

bryan.edwards@rowancountync.gov

Occupation

Employer

Rowan County

Occupation

Emergency Services Division Chief
- EMS

Other Questions

Question #4

Are you a Rowan County Government employee?

Yes

Gender

What is your gender?

Male