



**SAMPSON COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA  
August 6, 2018**

<b>6:00 pm</b>	<b>Convene Regular Meeting (County Auditorium)</b>	
	Invocation and Pledge of Allegiance	
	Approve Agenda as Published	
<b>Tab 1</b>	<b>Reports and Presentations</b>	
	a. Recognition of Retirees	<b>1</b>
<b>Tab 2</b>	<b>Planning and Zoning</b>	
	a. <u>RZ-6-18-1</u> : Request to Rezone 50 Acres Located Along Kornegay Town Road from RA-Residential Agriculture to C-Commercial	<b>2 - 5</b>
<b>Tab 3</b>	<b>Action Items</b>	
	a. Request for Adoption of Resolution Supporting Renewed Efforts to Ratify the ERA	<b>6 - 8</b>
	b. Public Works – Request to Initiate Customer Recruitment in Designated Areas of Water District II	<b>9 - 12</b>
	c. Appointments	<b>13 - 15</b>
	• Economic Development Commission	
	• Convention and Visitors Bureau	
<b>Tab 4</b>	<b>Consent Agenda</b>	<b>16</b>
	a. Approve the minutes of the July 9, 2018 meeting	<b>17 - 24</b>
	b. Adopt a resolution honoring retiring NC House of Representative member Larry M. Bell, Sr.	<b>25 - 26</b>
	c. Approve the contracts for legal services between Sampson County (Department of Social Services) and Warrick, Bradshaw & Lockamy, PA; and Tiffany Naylor	<b>27 - 82</b>
	d. Approve the contract for temporary social work staffing between Sampson County (Department of Social Services) and Vanguard Professional Staffing, Inc.	<b>83 - 113</b>
	e. Approve request from Sheriff’s Office to declare Winchester 270 Rifle (G1530362) and Parker 308 Rifle (R3989) as surplus and allow trade in for vendor credit	<b>114 - 115</b>
	f. Adopt Sampson County Emergency Services Health Insurance and Portability and Accountability Act (HIPAA) Breach Policy	<b>116 - 132</b>

**Tab 4 Consent Agenda, continued**

- g. Approve tax refunds and releases as submitted **133 - 150**
- h. Approve budget amendments as submitted **151 - 170**

**Tab 5 Board Information Items (no action needed)**

- a. Upcoming Caucus of District 6 Counties for Seat on NCACC Board of Directors **171 - 174**

**County Manager's Reports**

(Manager will provide updates and reports on various matters.)

**Public Comment Period**

**175 - 176**

Policy can be found as last page of agenda. Copies are available at sign in desk of meeting room. All written materials to be presented to the Board must be provided to the Clerk for distribution in advance of the Public Comment Period.

**Closed Session [GS 143-318.11(3) - Consultation with Attorney]**

**Adjournment**

**OUR PUBLIC CHARGE**

*The Board of Commissioners pledges to the citizens of Sampson County its respect. The Board asks its citizens to likewise conduct themselves in a respectful, courteous manner, both with Board members and fellow citizens. At any time should any member of the Board or any citizen fail to observe this public charge, the Chair (or presiding officer) will ask the offending person to leave the meeting until that individual regains personal control. Should decorum fail to be restored, the Chair (or presiding officer) will recess the meeting until such time that a genuine commitment to this public charge is observed. All electronic devices such as cell phones, pagers, and computers should please be turned off or set to silent/vibrate.*



---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO.     1 (a)

Meeting Date:     August 6, 2018

<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
<input checked="" type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

---

SUBJECT:                    Recognition of Retirees

DEPARTMENT:            Governing Body

PUBLIC HEARING:         No

CONTACT PERSON:        Vice Chairperson Sue Lee

PURPOSE:                To recognize County employees for their dedicated service

ATTACHMENTS:         None

BACKGROUND:            Retirees for August:  
                                 Kenneth Cannady, Sheriff's Department: 1991 - 2018  
                                 James Hinnant, Detention Center: 2007 - 2018  
                                 Cathy McDaniel, Finance and HR: 1996 - 2018

RECOMMENDED  
ACTION OR MOTION:     Present retirees with a County plaque in recognition of their years of service to  
                                 the County

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO. 2 (a)

Meeting Date: August 6, 2018	<input type="checkbox"/> Information Only	<input checked="" type="checkbox"/> Public Comment
	<input type="checkbox"/> Report/Presentation	<input type="checkbox"/> Closed Session
	<input checked="" type="checkbox"/> Action Item	<input checked="" type="checkbox"/> Planning/Zoning
	<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Water District Issue

---

**SUBJECT:** Planning Issues

**DEPARTMENT:** Clinton-Sampson Planning and Zoning

**PUBLIC HEARING:** Yes

**CONTACT PERSON:** Anita Lane, Senior Planner  
Joel Starling, County Attorney

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

**ATTACHMENTS:** Planning Staff Memorandum; Maps

**BACKGROUND:**

**RZ-6-18-1:** Staff will review a request to rezone approximately 50 acres located along Kornegay Road from R-Residential Agriculture to C-Commercial. The request has been unanimously recommended for approval by the Planning Board, having found the request to be consistent the goals and objectives of the Sampson County Land Use Plan other long-range planning documents due to the fact this property is located within 6800' of the I-40 and US 701 interchange, a major thoroughfare, where commercial development is encouraged. The Chairman should open the public hearing and call upon staff. Once all comments are received, the hearing should be closed and the rezoning request considered for approval, with the recommended zoning consistency statement.

**RECOMMENDED ACTION OR MOTION:**

Approve the request to rezone approximately 50 acres located along Kornegay Road from R-Residential Agriculture to C-Commercial, accepting the provided findings of fact and adopting the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment **RZ-6-18-1** is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located within 6800' of the I-40 and US 701 interchange, a major thoroughfare, where commercial development is encouraged.*

# *Sampson County Inspections & Planning Department*

405 County Complex Rd. STE 110  
Clinton, North Carolina 28328  
(910) 592-0146 (T) (910) 596-0773 (F)



**To:** Ed Causey, County Manager  
**From:** Anita Lane, Senior Planner  
**Subject:** June 18, 2018 Sampson County Planning and Zoning Board Meeting  
County Board of Commissioners August 6, 2018 Agenda Item  
**Date:** July 25, 2018

The following request was addressed by the Planning and Zoning Board at their June 18, 2018 meeting:

**RZ-6-18-1** – A rezoning request by Tony Parker to rezone approximately 50 acres located along Kornegay Town Road from RA-Residential Agriculture to C-Commercial District was unanimously recommended for approval with the following findings of fact and zoning consistency statement: (see attached location map)

1. Tony Parker and Joseph Parker has signed the rezoning application as the owners.
2. This rezoning will include approximately 50 acres as shown on the attached location map.
3. The property is currently zoned RA-Residential Agriculture District. (see attached location map)
4. This property is located along Kornegay Town Road. The properties to the north, south, east and west are zoned RA Residential Agriculture District. The property is located within 6800' of the I-40/US 701 interchange.
5. The Sampson County Land Use Plan encourages Commercial zoned properties along or within close proximity to major thoroughfares such as I-40 and US 701.
6. All adjacent property owners within 100' have been notified by mail and the property has been posted.

## **Zoning Consistency Statement:**

Whereas, in accordance with the provisions of North Carolina General Statue 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-6-18-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located within 6800' of the I-40 and US 701 interchange, a major thoroughfare, where commercial development is encouraged.

Please contact my office with any additional questions or comments.

attachments

cc: Susan Holder, Assistant County Manager

MINUTES OF THE SAMPSON COUNTY  
PLANNING AND ZONING BOARD

Meeting Date  
June 18, 2018

Members Present  
Ann Naylor  
Andrew Jackson  
Debra Bass  
Nancy Blackman  
Steve Parker  
Sherri Smith

Members Absent  
Clayton Hollingsworth

Minutes Approved

Upon a motion by Nancy Blackman, with the correction of an adjoining property owners name as being Ola Daughtry instead of Olivia Daughtry under Case SU-5-18-1, and seconded by Steve Parker, the minutes of the May 21, 2018 meeting were approved as presented by the Board.

Ayes: 6            Nays: 1, Andy Jackson

**RZ-6-18-1**

A rezoning request by Tony Parker to rezone approximately 50 acres located along Kornegay Town Road from RA-Residential Agriculture to Commercial District. (See attached location map)

Mrs. Rose informed the Board staff has reviewed the request and prepared the following findings of fact for consideration by the Planning Board:

1. Tony Parker has signed the rezoning application as the owner.
2. This rezoning will include approximately 50 acres as shown on the attached location map.
3. The property is currently zoned RA-Residential Agriculture District. (see attached location map)
4. This property is located along Kornegay Town Road. The properties to the north, south, east and west are zoned RA Residential Agriculture District. The property is located within 6800' of the I-40/US 701 interchange.
5. The Sampson County Land Use Plan encourages Commercial zoned properties along or within close proximity to major thoroughfares such as I-40 and US 701.
6. All adjacent property owners within 100' have been notified by mail and the property has been posted.

**Zoning Consistency Statement:**

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment **RZ-6-18-1** is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located within 6800' of the I-40 and US 701 interchange, a major thoroughfare, where commercial development is encouraged.

**DECISION.** After Board discussion, Nancy Blackman moved to recommend approval of RZ-6-18-1 with the above referenced findings of fact and zoning consistency statement. The motion was seconded by Andrew Jackson and unanimously recommended for approval by the Board.

The Planning Board meeting adjourned at 7:00 pm.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary



# RZ-6-18-1 Tony Parker Kornegay Town Road



1 inch = 1,000 feet

	Proposed Area
	Adjacent Property Owners



---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO. 3 (a)

Meeting Date: August 6, 2018	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue
	<input type="checkbox"/>		<input type="checkbox"/>	

---

**SUBJECT:** Request for Adoption of Resolution Supporting Renewed Efforts to Ratify the ERA

**DEPARTMENT:** Governing Body

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Barbara Bozeman, Vice President BPW/NC

**PURPOSE:** To hear a request for support for efforts of the WIN 100 team (ERA-NC, League of Women Voters, Business and Professional Women of NC) to see the Equal Rights Amendment ratified into law

**ATTACHMENTS:** Email, Resolution

**BACKGROUND:**

We have received a request from Barbara Bozeman to appear before the Board on behalf of WIN 100 (a grassroots organization made up of members from ERA-NC, the League of Women Voters, Business and Professional Women of NC, etc.) to seek your support for their efforts to have the Equal Rights Amendment (ERA) ratified into law. North Carolina is one of the states that did not officially support ratification. They have provided a draft resolution for consideration.

**RECOMMENDED ACTION OR MOTION:**

Hear presentation and consider adoption of resolution

## Susan Holder

---

**Subject:** FW: A Resolution for Consideration to the BOC  
**Attachments:** Sampson COUNTY NC RESOLUTION IN SUPPORT OF ERA.docx

---

**From:** Barbara Bozeman <barbara.bozeman@ymail.com>  
**Sent:** Thursday, May 31, 2018 11:27 PM  
**To:** Susan Holder <susanh@sampsonnc.com>  
**Subject:** A Resolution for Consideration to the BOC

Dear Susan:

I would like the opportunity to ask the Sampson County Commissioners to sign/approve/support the WIN 100's resolution supporting ratification of the Equal Rights Amendment. WIN 100 is a team from many organizations, united to see the passage of the Equal Rights Amendment. Though I am not a Sampson County resident, I am working with a group of women and men across the state, and Sampson County is one of my areas of responsibility.

Can I get this on the agenda? Does it need a formal presentation of information at a Board meeting? What would be the next step down the path to getting their approval and signature?

Thank you for helping me with this. Below is the email I sent a few minutes ago to Commissioner Wooten - before I found the right contact information for you as Clerk to the Board.

It is the goal of many Americans, to see that the Constitution of the United States represents all of it's citizens to the fullest extent. The Equal Rights Amendment has not been ratified into law - and unfortunately, North Carolina is one of the few states left that does not officially support ratification. However, many, many of it's citizens do support ratification. We need your help.

**"I am part of the WIN 100 team - which is made of of members of many organizations (ERA-NC, League of Women Voters, Business & Professional Women of North Carolina, and others). It is our mission to gain support and signed resolutions from every one of the 100 counties across North Carolina.**

**Will you show your support for women and men of North Carolina and the United States by approving the signing of this resolution by the Sampson County Board of Commissioners?**

**I will be happy to make a short presentation at an upcoming meeting if time can be made available.**

**I have attached a copy of the proposed resolution -which has already been signed at last count, by 16 counties and municipalities. "**

Warmest Regards  
Barbara Bozeman  
Vice President, BPW/NC  
102 Wildwood Drive  
Goldsboro, NC 27530



**A RESOLUTION CALLING FOR HEARINGS AND RATIFICATION OF  
THE EQUAL RIGHTS AMENDMENT**

**WHEREAS**, women, who constitute over 51% of the population of North Carolina, continue to confront workplace discrimination; health care inequities; disparate rates of poverty; rape and domestic violence assaults; a lack of political parity; and

**WHEREAS**, anti-discrimination state laws are not uniform and federal laws are not comprehensive; additionally, these laws can be repealed or reduced; and

**WHEREAS**, The Equal Rights Amendment (ERA) is needed to help correct systemic sex discrimination, since the US Constitution does not explicitly guarantee that all the rights that it protects are held equally by all citizens without regard to sex; and

**WHEREAS**, the ERA was proposed in 1923, passed by Congress in 1972 and ratified by 35 of the 38 states necessary to put it into the Constitution as of a June 30, 1982 time limit; and

**WHEREAS**, irrespective of a time limit for ratification, the Nevada Legislature ratified the ERA with a bipartisan vote on March 22, 2017, becoming the thirty-sixth state to ratify the amendment; and

**WHEREAS**, Congress can alter time limits in the proposing clauses of amendments, and the deadline for the ERA appeared only in the preamble and not in the text of the amendment; and

**WHEREAS**, sixteen municipalities and/or counties across North Carolina have adopted resolutions of support for the ERA; and

**WHEREAS**, ERA bills were introduced into both chambers of the North Carolina General Assembly in 2015 and 2017; were assigned to Judiciary and/or Rules Committees, but were not considered in hearings; and

**NOW, THEREFORE BE IT RESOLVED**, the Board of Commissioners supports renewed efforts to ratify the ERA, requesting that the General Assembly hold committee hearings upon ratification bills like those introduced in 2015 and 2017, and based on the principle of fairness, pursue ratification of the ERA to the US Constitution as proposed by Congress on March 22, 1972.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

---

Clark H. Wooten, Chairman

ATTEST:

---

Susan J. Holder, Clerk to the Board



---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO. 3 (b)

Meeting Date: August 6, 2018	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input checked="" type="checkbox"/>	Water District Issue
	<input type="checkbox"/>			

---

**SUBJECT:** Public Works - Request to Initiate Customer Recruitment in Designated Areas of Water District II

**DEPARTMENT:** Public Works

**PUBLIC HEARING:** No

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

**PURPOSE:** To consider a request to initiate customer recruitment in certain designated areas of Water District II

**ATTACHMENTS:** Memo, Water Tap Agreement

**BACKGROUND:**

As you may recall from our Public Works "summit" on September 19, 2017, there are petitions on file from areas requesting water and a number of areas where further development of water lines would be advantageous for the efficient operation of the water system. Following that session, Public Works Director Lin Reynolds and his staff spent time riding the roads of the County to identify which areas would be more economically feasible to develop than others. Mr. Reynolds will be present to report on the efforts to date and his recommendation for roads to be actively recruited (water tap agreements signed and deposits collected).

**RECOMMENDED ACTION OR MOTION:**

Consider approval of roads for recruitment and line installation if minimum customer recruitment is achieved

# COUNTY OF SAMPSON

DEPARTMENT OF PUBLIC WORKS  
827 S.E. Blvd. • P.O. Box 1280 • Clinton, North Carolina 28328  
(910) 592-0188 • Fax No. (910) 592-7242

L.E. Reynolds, P.E.  
Public Works Director

**TO:** SAMPSON COUNTY BOARD OF COMMISSIONERS  
SAMPSON COUNTY WATER BOARD

**FROM:** L. E. REYNOLDS, P.E., DIRECTOR



**SUBJECT:** WATERLINE RECRUITMENT REQUEST

**DATE:** 7/19/2018

**CC:**

---

The Sampson County Public Works Department request that the Sampson Water Board approve recruiting to begin for installing new water lines in the county. The recruiting would include a signed contract and a deposit from the customer.

The target benefit/cost ratio used was 10 customers minimum per mile which equates to a numerical requirement of 10 or above. The following roads have petitions on file and each have been reviewed by the Public Works Director and Water Superintendent for feasibility. Please note that two roads did not qualify due to the B/C being less than 10.

The plan listed below is the template set in stages. The target is to have the three roads recommended in service by the end of April 2019.

The Roads considered in this proposal were chosen due to the large number of potential customers on these roads along with being short installations that can be installed by our department.

## The Plan

The plan used to determine which roads may qualify for new water line additions began with creating a standard petition list with a contact person that would recruit potential customers on their road. The contact person would perform this task as a volunteer and spokesperson for the road in question. The only person contacted by the department at this stage has been the "contact person". The eight stages needed for installation are as listed:

**Stage 1: The contact person on the petition solicits neighbors to sign up for water taps (May to June 2018)**

**Stage 2: Director and Water Supervisor reviews roads for recommendations (July 2018)**

**Stage 3: Recommendations made to Water Board and County Manager (August 2018)**

**Stage 4: Department meets with potential customers for signed contract along with 50% deposit (August to Mid-September 2018)**

**Stage 5: Engineering performed, permits obtained from Public Water & NCDOT (Mid-September to December 2018)**

**Stage 6: Department performs installation (January to March 2019)**

**Stage 7: Testing performed and authorization obtained for use by Public Water (April 2019)**

**Stage 8: 50% Remainder obtained from customers and meter box installed. WATER TURNED ON.**

The current stage (4) is for the department to meet with the customers on the list and ask each to sign an agreement to purchase water along with the **normal (\$500 or \$600)** tap fee charges to be collected at 50% at time of signing and the remainder when the meter is placed. The remainder would be collected separate from the water bill for cleaner accounting.

All work performed by these installations will be performed by the Public Works Department with the exception of engineering, boring and seeding/mulching.

<u>Road Name</u>	<u>From</u>	<u>To</u>	<u>Customers</u>	<u>Length</u>	<u>B/C</u>	<u>Cost</u>	<u>Comments</u>
Wellie Lane	Reedsford	DE	5	0.3	16.7	20K	Recommended
Lee Rd	Bullard Pit	DE	4	0.1	40	10K	Recommended
Bullard Pit	Maxwell Rd	DE	7	0.7	10	40K	Recommended
King Rd	S. McCullen	DE	6	0.8	7.5	50K	No due to B/C
S. McCullen	King	DE	8	1.0	8.0	55K	No due to B/C
Martin Rd	US 13	DE	na	0.7	na	na	No response
Green Path	SR 1005	DE	na	0.7	na	na	No response

Please consider approving these recommended roads for recruitment for new installation.



**SAMPSON COUNTY PUBLIC WORKS  
WATER TAP AGREEMENT**

For and in consideration of Sampson County's (the "County") agreement to install a three quarter inch ( $\frac{3}{4}$ " ) **or** one inch (1") water tap at the residence of \_\_\_\_\_, located at \_\_\_\_\_, the undersigned individual agrees as follows:

1. The County will charge a water tap fee of \$500.00 for the installation of a  $\frac{3}{4}$ " water tap and water meter box at the above location **or** \$600.00 for the installation of a 1" water tap and water meter box at the above location.
2. I will pay the County the sum of \$250.00 upon execution of this Agreement, which represents fifty percent (50%) of the total water tap fee or \$300.00 if a 1" water tap is requested.
3. I will pay the County the additional sum of \$250.00 **or** \$300.00 once the County installs the water meter box at the above location, which represents payment in full of the water tap fee.
4. I acknowledge that failure on my part to pay either of the above sums upon demand by the County will result in the cessation of water tap installation, the removal of any water tap or water meter already installed at the above location, and/or the suspension of any water services I may be receiving.
5. I agree to hold the County and its officials, agents, and employees harmless from any loss or damage resulting from the County's installation of a water tap and water meter box at the above location.

By signing this Agreement below, I agree to the above terms and conditions.

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO. 3 (c)

Meeting Date: August 6, 2018	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

---

SUBJECT: Appointments

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Vice Chairperson Sue Lee

PURPOSE: To consider appointments to various boards and commissions

Economic Development Commission

Terms of four appointed (voting) members expire as of June 30, 2018: Billy Ray Jordan, Jerry Hobbs, Pat Nobles and Hugh Carr. Mr. Jordan does not wish to be reappointed; the others are willing to serve again if reappointed.

Convention and Visitors Bureau

The CVB is requesting the reappointment of Roland Hall as a member, and the reappointment of Julie Stadig as Chairperson (this is an annual designation).

*Perfectly Positioned.*

**MEMORANDUM - 1 Page**

**TO: Susan Holder  
Clerk to the Board  
Sampson County Board of Commissioners**

**FROM: John Swope, Executive Director  
Sampson County EDC**

**Phone: 592.8921  
Mobile: 214.2854**

**DATE: July 24, 2018**

**RE: EDC Advisory Board Members Terms**

As of June 30, 2018, the terms of four Appointed / Voting Members of the Sampson County Economic Development Commission (EDC) Advisory Board expired. Per the By-Laws of the Economic Development Commission these members continue to serve until the Sampson County Board of Commissioners take action on their terms.

These four members are listed below, as well as their response to the EDC Offices inquiry on whether they would like to be reappointed and continue to serve the work of the EDC.

- Billy Ray Jordan..... Requested to be not reappointed due to conflicts in his schedule. He stated has enjoyed and appreciates the opportunity to have served Sampson County on the EDC Advisory Board.
- Jerry Hobbs..... Stated he would serve again if reappointed by the Board of Commissioners.
- Pat Nobles..... Stated he would serve again if reappointed by the Board of Commissioners.
- Hugh Carr..... Stated he would serve again if reappointed by the Board of Commissioners.

Please let us know if there are any questions on this.

Thank you.



**DATE:** 26 July 2018

**TO:** Mrs. Sue Lee, Vice Chair, Sampson County Board of Commissioners  
VIA: Ed Causey, County Manager  
Susan Holder, Assistant County Manager

**FROM:** Sheila Barefoot, CVB Director

**SUBJECT:** CVB Board Appointments

The board of the Sampson County Convention & Visitors Bureau has one board member whose first term expired on June 30, 2018, **Mr. Roland Hall**. The CVB Board has voted unanimously and would like to recommend Mr. Hall continue to fill his board seat and continue his 2<sup>nd</sup> term on the CVB Board of Directors.

During our July 24, 2018 CVB Board meeting, the board voted to recommend to the BOC that **Mrs. Julie Stadig** be re-appointed to continue to serve as Chair of the CVB Board of Directors. Mrs. Stadig has agreed to serve another year, should the BOC re-appoint her to this position. Mrs. Stadig along with her husband are the owners and operators of The Ashford Inn.

The contact information is below:

Mr. Roland Hall  
PO Box 1023  
Roseboro, NC 28382  
910-525-4183  
[rolandhall@embarqmail.com](mailto:rolandhall@embarqmail.com)

Ms. Julie Stadig  
615 College Street  
Clinton, NC 28328  
910-596-0961  
[juliestadig@gmail.com](mailto:juliestadig@gmail.com)

If you should have any questions or require additional information, please contact me at 910-592-2557 or [sbarefoot@visitsampsonnc.com](mailto:sbarefoot@visitsampsonnc.com).

Thank you for all you do for the Sampson County Convention and Visitors Bureau.

Sincerely

Sheila Barefoot  
CVB Director

C: CVB Board of Directors

---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO.     4

Meeting Date: August 6, 2018	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input checked="" type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

---

**SUBJECT:** Consent Agenda

**DEPARTMENT:** Administration/Multiple Departments

**ITEM DESCRIPTIONS/ATTACHMENTS:**

- a. Approve the minutes of the July 9, 2018 meeting
- b. Adopt a resolution honoring retiring NC House of Representative member Larry M. Bell, Sr.
- c. Approve the contracts for legal services between Sampson County (Department of Social Services) and Warrick, Bradshaw & Lockamy, PA; and Tiffany Naylor
- d. Approve the contract for temporary social work staffing between Sampson County (Department of Social Services) and Vanguard Professional Staffing, Inc.
- e. Approve request from the Sheriff's Office to declare a Winchester 270 Rifle (G1530362) and a Parker 308 Rifle (R3989) as surplus and allow trade in for vendor credit
- f. Adopt the Sampson County Emergency Services Health Insurance and Portability and Accountability Act (HIPAA) Breach Policy
- g. Approve tax refunds and releases as submitted
- h. Approve budget amendments as submitted

**RECOMMENDED ACTION OR MOTION:**

Motion to approve Consent Agenda as presented



The Sampson County Board of Commissioners convened for their regular meeting at 6:00 p.m. on Monday, July 9, 2018 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Thaddeus Godwin, Jerol Kivett and Harry Parker.

Chairman Wooten convened the meeting and recognized Vice Chairperson Lee. She called upon Commissioner Godwin for the invocation. She then called upon Commissioner Kivett to lead the Pledge of Allegiance.

### **Approval of Agenda**

Upon a motion made by Commissioner Parker and seconded by Commissioner Godwin, the Board voted unanimously to approve the agenda with the following changes: Appointment to the Eastpointe LME Board was added to Item 3 (e); Resolution Appointing Review Officers and Zoning Officers/ Administrators was added as Item 4 (k); Social Media Policy (previously provided as a draft to the Board in June 2018) was added as Item 4 (l); Clinton City Schools Additional Budget Amendments (close out budget amendments) was added as Item 4 (m); Replacement Signing Statement to Accompany the Memorandum of Understanding (Fiscal Year 2018-19) Between the North Carolina Department of Health and Human Services and Sampson County was added to Item 3 (d).

### **Item 1: Reports and Presentations**

Recognition of Retirees Service plaques were presented to retirees Michelle Simmons, Lula Carter, Connie Hall, and Joseph Royal.

Presentation – Guardian Ad Litem NC Guardian Ad Litem District 4 Administrator Lori McClain provided the Board with an overview of the program, noting that the program’s main objective is to provide advocacy for children involved in the court system who have been abused and neglected. She noted that Sampson County had an assigned case load of 124 children, with 78 of those children currently without an advocate. After listing the volunteer requirements, which are that volunteers undergo a criminal background check and be willing to spend 8-10 hours monthly, Ms. McClain encouraged Sampson County residents to volunteer for the Ad Litem Program. She concluded by providing information on how to volunteer.

Presentation – Friends of Sampson County Waterways Friends of Sampson County Waterways President Don Meese provided the Board a presentation on the

work of the Friends of Sampson County Waterways noting that the non-profit organization labors to ensure that the 300 miles of Sampson County waterways are cleaned of trees, trash and debris, as is necessary for the County to qualify for FEMA funding for river clearing in emergency or storm events. He mentioned that the organization also provided boating and canoeing paddle trips for groups throughout the country, which benefits county tourism. Vice President Phillip Bell added that the organization had been made aware that a citizen had found an old burnt out Native American canoe (possibly predating European colonization) in the South River. The canoe was currently being curated and preserved at the Underwater Archeology Lab at Fort Fisher, but the organization was seeking to have the historical artifact returned to Sampson County to be housed at either the Coharie Tribal Center or the Sampson County History Museum. He also informed the Board that the Coharie Tribe was applying for a grant through the Duke Energy Water Resources Fund program to assist in funding a variety of projects and solicited the County's assistance via a letter of support which will be provided to funding partners.

Upon a motion made by Commissioner Godwin and seconded by Commissioner Kivett, the Board voted unanimously to authorize staff to provide the organization a letter of support.

**Item 2: Planning & Zoning Items**

RZ-6-18-1 The Chairman acknowledged Senior Planner Anita Lane, who informed the Board that the owner requested that the request be tabled to the August Board of Commissioners meeting. Upon a motion made by Commissioner Kivett and seconded by Vice Chairperson Lee the Board voted unanimously to table RZ-6-18-1 to the August Board of Commissioners meeting.

**Item 3: Action Items**

Tax Settlement and Charge to Tax Collector Tax Administrator Jim Johnson presented the Board with a settlement of the outstanding balance of all delinquent taxes for FY 2017-2018 at \$1,163,317.66 which is a difference of \$253,803.61 from the FY 2016-2017 balance of \$1,417,121.27. Mr. Johnson noted that the collection rate for FY 2017-2018 was 97.05%, which was up from the 96.56% collection rate for FY 2016-2017. He stated that it was a good year overall, noting that the State collected \$4,631,407.74 in Sampson County registered motor vehicle taxes. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to accept the tax settlement for FY 2017-2018 and to charge the Tax Collector with collection of taxes for FY 2018-2019 (Copy of the Tax Charge filed in Inc. Minute Book \_\_\_, page \_\_\_).

Designation of Voting Delegate - NCACC Annual Conference (August 23-25, 2018) Upon a motion made by Chairman Wooten and seconded by Commissioner Kivett, the Board voted unanimously to designate County Manager Ed Causey to serve as the voting delegate at the 2018 NCACC Annual Conference, August 23-25, 2018. (Copy of the NCACC Designation Form filed in Inc. Minute Book \_\_\_\_, Page \_\_\_\_).

Public Hearing - Naming of Private Roads The Chairman opened the hearing and called upon Assistant County Manager Susan Holder who reviewed the recommendations for naming certain private roads. The floor was opened for public comments and none were received. The hearing was closed. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to name private roads as follows:

PVT 1602 2416	Lola Lane
PVT 1321 959	Paradise Lane
PVT 1006 7599	Gloria Jean Lane

Submission of Memorandum of Understanding between Sampson County and NC Department of Health and Human Services County Attorney Joel Starling reminded the Board that at the Board's meeting on June 13, 2018, staff was directed to comply with the NC Department of Health and Human Service's mandate to submit a duly executed Memorandum of Understanding, pursuant to NC 108A-74. The Board further directed at that previous meeting that such MOU should be accompanied by a Signing Statement which set forth the Board's concerns regarding the foreseeable challenges in meeting the performance standards contained in the agreement which, because they were standardized, did not address any county's specific issues, challenges and resource limitations. He informed the Board that the documents were duly submitted, but the DHHS had responded, acknowledging the County's concerns but advising that they could not sign the MOU with the attached signing statement, and requesting that the MOU be resubmitted without the statement. Mr. Starling informed the Board that the revised statement would be accepted if the documents were re-submitted as separate documents. He continued by stating that because of the Board's previous formal action, staff is seeking direction on re-submission of the mandated document.

Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to approve the revised Signing Statement and direct that the MOU and Signing Statement be re-submitted as separate documents (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_).

Appointment - Library Board of Trustees Upon a motion made by Vice Chairperson Lee and seconded by Chairman Wooten, the Board voted unanimously to reappoint Linda Jewell Carr to the Library Board of Trustees.

Appointment - Transportation Advocacy Group Upon a motion made by Vice Chairperson Lee and seconded by Chairman Wooten, the Board voted unanimously to reappoint Jerol Kivett to the Transportation Advocacy Group. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to reappoint Steve Stefanovich to the Transportation Advocacy Group.

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to appoint Arnold Page to the Transportation Advocacy Group.

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Parker, the Board voted unanimously to appoint Billy Lockamy to the Transportation Advocacy Group.

Appointment - Eastpointe LME Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Parker, the Board voted unanimously to appoint County Attorney Joel Starling to the Eastpointe LME Board.

**Item 4: Consent Agenda**

The Chairman acknowledged Mr. Ronnie Jackson who provided comments regarding Item 4 (b) Adopt Resolution Supporting Agriculture. Mr. Jackson noted that Sampson County is one of the country's leading agriculture producers, placing emphasis on the pork industry. He continued by making mention of recent legislation changes that would make it difficult for the pork industry to sustain production. Mr. Jackson solicited the Board's support of the NC Farm Act of 2018 by signing the resolution.

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

- a. Approved the minutes of the June 4, 2018 and June 13, 2018 meetings
- b. Adopted the Resolution Supporting Agriculture (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- c. Approved the contract between Sampson County and the North Carolina Forestry Service for FY 2018-19 (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- d. Approved execution of the proposal for professional services by The Wooten Company for an EMS Facility Space Needs Study (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)

- e. Accepted a Fire Prevention Grant from FM Global in the amount of \$2,315 for equipment to assist fire investigations and inspections (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- f. Approved fee revisions as recommended by the Health Advisory Board (CPT Code 90750 Shingrix vaccine and CPT Code 87210 Smear, Wet Mount) (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.) (*Approved in capacity as Board of Commissioners and Board of Health*)
- g. Accepted Community Health Grant funding in the amount of \$150,000 and authorized execution of contract documents (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.) (*Approved in capacity as Board of Commissioners and Board of Health*)
- h. Approved the delinquent disabled veteran tax exclusion application for Willie M. Bowden, Jr.
- i. Approved tax refunds and releases as submitted:

#8599	Kathryn Wilson	\$141.19
#8606	Robert Blackburn	\$217.63
#8607	Sharlie Lee	\$117.37
#8620	Reginald Iverson	\$139.24
#8622	Arthur Watt, Jr.	\$140.30

- j. Approved budget amendments as submitted:

<u>EXPENDITURE</u>		<u>Clinton Fire District</u>			
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>	
23243410	581022	Clinton Fire Department	\$18,900.00		
<u>REVENUE</u>					
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>	
23043422	499000	Fund Balance Appropriated	\$18,900.00		

- k. (Walk On) Adopted the Resolution Appointing Review Officers and Zoning Officers/Administrators (Copy filed in Inc. Minute Book \_\_\_\_, Page \_\_\_\_.)
- l. (Walk On) Approved the Social Media Policy (previously provided as draft to BOC in June) (Copy filed in Inc. Minute Book \_\_\_\_, Page \_\_\_\_.)
- m. (Walk On) Approved Clinton City Schools Budget Amendments No. 5 (State); No. 6 (State); No. 4 (Local); No. 2 (Federal)

**Item 5: Board of Health Information Items (no action needed)**

- a. Received the April 16, 2018 Health Advisory Board Minutes
- b. Received the May 14, 2018 Dangerous Dog Appeal Minutes

- c. Received the 2018 County Health Rankings Report
- d. Received the 2018 Child Health Report

### **County Manager Reports**

County Manager Ed Causey informed the Board that the County Attorney transition was going smoothly and expressed his appreciation for having Mr. Starling in the office. Mr. Causey accepted his role as the voting delegate for the NCACC Conference (August 23-25, 2018), and noted that the organization is a great resource and encouraged others to participate when time permits. He then lauded the Board and staff for having the FY 2018-2019 budget approved before the deadline. He then informed the Board of the ongoing State Review of the Animal Shelter conducted by State Veterinarian Dr. Pat Norris and noted the continued hard work of Assistant County Manager Susan Holder, shelter staff, and others.

### **Public Comments**

The Chairman opened the floor for comments and the following were received:

Daren Parker: As most of you know, my family owns Parker Gas Company here in Clinton and in Newton Grove. We also own a cylinder exchange company name Rapid Xchange located on 701 near Keener. We had an incident Friday that was really scary. The incident involved a fire that broke out in part of our facility in the back area, in which two of our employees were burned and were airlifted to UNC Chapel Hill Hospital. The good news is that those individuals did not sustain any life-threatening injuries, they are being treated well, and will hopefully recover fully. It will just take some time. I came here tonight on behalf of my family just to say thank you to this county for what they did for us. It was really amazing to see how professionalism of everyone, from the Fire Department, to the emergency response individuals, to the Emergency Management System. They came in there and took control of that situation. It was a very critical situation and it would have become a lot worse if they had not done the things they did. And I just felt like it was the right thing to do to come tell you guys that we've got a lot to be proud of in this county. Some things you don't realize until you need them. So, thank you. I really appreciate it. It's really hard for me not to get emotional because it was a tough day. If it hadn't been for the community, volunteers, and paid employees we could have lost a lot more than we did. Thank you so much.

Nancy Gump: Good evening. I'm here just to ask for a modification in the Animal Ordinance regarding the topic of tethering. Tethering being either an animal being chained or tied to a structure. Right now, as the Animal Ordinance currently states, there is no specific length on the tether. And I've communicated and chatted with the

Animal Control Officers, and they are supportive in this idea. So, I would like to know where I would need to go for the Board to consider a modification that would specifically state the length of tether.

Chairman Wooten referred Ms. Gump to confer with County Attorney Joel Starling.

## **Adjournment**

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

**SAMPSON COUNTY,  
NORTH CAROLINA**

**July 9, 2018**

The Sampson County Board of Commissioners convened as the Sampson County Board of Directors of Sampson County Water and Sewer District II at 6:00 p.m. on Monday, July 9, 2018 in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Thaddeus Godwin, Jerol Kivett and Harry Parker.

## **Approval of Revised Water Shortage Response Plan**

Public Works Director Lin Reynolds explained that the Water Shortage Response Plan for Water District II was approved by the Board on May 21, 2018 and duly submitted to the State. The State subsequently requested small revisions to the plan, which was re-presented for Board approval.

Assistant County Manager Susan Holder read the suggested changes to Sections VIII and IX:

### ***VIII. Effectiveness***

*The effectiveness of the Sampson County WDII water shortage response plan will be determined by comparing the stated water conservation goals with observed water use reduction data. Other factors to be considered include frequency of plan activation, any problem periods without activation, total number of violation citations, desired reductions attained and evaluation of demand reductions compared to the previous year's seasonal data.*

### ***IX. Revision***

*The water shortage response plan will be reviewed and revised as needed to adapt to new circumstances affecting water supply and demand, following implementation of emergency restrictions, and at a minimum of every five years in conjunction with the*

*updating of our Local Water Supply Plan. Further, a water shortage response planning work group will review procedures following each emergency or rationing stage to recommend any necessary improvements to the plan to the Sampson County Board of Commissioners. The Sampson County Public Works Director is responsible for initiating all subsequent revisions.*

Upon a motion made by Chairperson Wooten and seconded by Commissioner Kivett, the Board voted unanimously to approve the revised Water Shortage Response Plan and adopt the resolution evidencing such approval (Copies filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)

Upon a motion made by Chairman Wooten and seconded by Commissioner Godwin, the Board voted unanimously to adjourn.

---

Clark H. Wooten, Chairman

---

Susan Holder, Clerk to the Board





To: Sampson County Commissioners

From: NC House District 21 Scholarship Dinner and Retirement Celebration Committee

Date: July 27, 2018

Representative Larry M. Bell, Sr. is retiring from the North Carolina General Assembly after 18 years of dedicated service as a legislator. His departure will mark a legacy of over 50 years of service to the great state of North Carolina through his tenure as a teacher, school administrator, Superintendent of Sampson County Schools, Sampson Community College Trustee, Sampson County Commissioner, and NC House Representative. The impact Representative Bell has made through his public service is immeasurable, however, we know that his tireless efforts certainly have resulted in much needed funding to afford access and opportunities for numerous Sampson County residents.

On Thursday, August 16, 2018 we are hosting the NC House District 21 Scholarship Dinner and Retirement Celebration to honor Representative Bell for his service and to raise funds to support the educational advancement of students in District 21. All funds raised at this event will be given to school systems in NC House District 21 (Clinton City Schools, Duplin County Schools, Sampson County Schools, and Wayne County Schools) for one-time scholarships in honor of Representative Bell. This will enable each school system to award a postsecondary scholarship to a senior who has distinguished him/her self in community affairs and citizenship.

We ask that you support this worthy cause by drafting a tribute resolution to be read during the celebration. Again, this gala activity will be held at Alfredo's Ristorante Italiano, 101 Wall Street, Clinton, NC 28328 at 6:00 PM on Thursday, August 16, 2018.

If you require additional information, please contact Marcus Bass at (910)379-9753

Thank you for your support and we look forward to celebrating with you on August 16, 2018.

Sincerely,

NC House District 21 Scholarship Dinner and Retirement Celebration Committee

NORTH CAROLINA'S  
**SAMPSON COUNTY**

**RESOLUTION HONORING LARRY M. BELL, SR.**

**WHEREAS**, the Board of Commissioners of the County of Sampson wishes to acknowledge and express its appreciation to former commissioner and current NC House of Representatives member Larry M. Bell, Sr. for his years of dedicated service to the citizens of Sampson County; and

**WHEREAS**, Representative Bell will be retiring from the General Assembly this year, after 18 years of service to the State of North Carolina, representing the 21<sup>st</sup> House District, including constituents in Sampson County Wayne counties; and

**WHEREAS**, as one of the General Assembly most senior members, Representative Bell has represented his constituents' interests on legislative committees regarding Agriculture, Appropriations, Ethics, State Personnel, and Homeland Security, Military and Veterans Affairs; and

**WHEREAS**, his tenure in the NC House of Representatives was preceded by innumerable years of engagement and service to civic, religious, and associational organizations, 10 years of service as Sampson County commissioner and more than 30 years of service to the Sampson County School system; and

**WHEREAS**, during this period, Dr. Bell earned the respect and admiration of his colleagues, co-workers and peers particularly for his ability to adroitly balance the potential challenges of simultaneously serving as school superintendent and county commissioner, using both roles to demonstrate his vision for and devotion to advancing educational opportunities for Sampson County's youth; and

**WHEREAS**, in celebration of his service and recognition of Representative Bell's life-long dedication to education, a scholarship program is being established that will enable each of the school systems in NC House District 21 to award a postsecondary scholarship to a senior who has distinguished him/herself in community affairs and citizenship.

**NOW THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the County of Sampson does hereby express our deep gratitude and sincere appreciation to Larry M. Bell, Sr. for his dedication to serving the citizens of Sampson County and offer our congratulations and best wishes on the occasion of the celebratory gala on August 16, 2018.

**ADOPTED**, this 6<sup>th</sup> day of August, 2018.

---

Clark H. Wooten, Chairman

---

Susan J. Holder, Clerk to the Board

**Contract #2 Fiscal Year Begins July 1, 2018 Ends June 30, 2019  
Attorney – Legal Services**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Warrick, Bradshaw & Lockamy, P.A. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or is 56-1134481 and DUNS Number 849719844 (required if funding from a federal funding source).

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G)
- (9) Federal Certification Regarding Debarment (Attachment H)
- (10) HIPAA Business Associate Addendum (Attachment I)
- (11) State Certification (Attachment M)
- (12) Certification Regarding Non-Discrimination, Clean Air Act, Clean Water Act (Attachment N)
- (13) Contract Determination Questionnaire (required)

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

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

**3. Effective Period:** This contract shall be effective on July 1, 2018 and shall terminate on June 30, 2019. This contract must be twelve months or less.

**4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

**5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$153,500.00 for the fiscal year. This amount consists of \$92,100.00 in Federal funds, \$7,675.00 in State Funds, \$53,725.00 in County funds

a. There are no matching requirements from the Contractor.

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

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

The contributions from the Contractor shall be sourced from non-federal funds.  
The total contract amount including any Contractor match shall not exceed \$146,600.00 for contract period.

**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    Sarah W. Bradshaw, Director	Name & Title    Sarah W. Bradshaw, Director
County            Sampson	County            Sampson
Mailing Address  360 County Complex Rd, Suite 100	Street Address  360 County Complex Rd, Suite 100
City, State, Zip    Clinton, NC 28328	City, State, Zip    Clinton, NC 28328
Telephone        910-592-7131	
Fax                910-592-4297	
Email             sarah.bradshaw@sampsondss.net	

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title    Frank L. Bradshaw, President	Name & Title    Frank L. Bradshaw, President
Company Name    Warrick, Bradshaw & Lockamy, PA	Company Name    Warrick, Bradshaw & Lockamy, PA
Mailing Address  PO Box 1216	Mailing Address  609 College Street
City State Zip    Clinton, NC 28329	City State Zip    Clinton, NC 28328
Telephone        910-590-2900	
Fax                910-590-2555	
Email	

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

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

**11. Disbursements:**

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

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

- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

**12. Outsourcing to Other Countries:**

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

**13. Federal Certifications:**

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

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

The Contractor and the County have executed this contract in triplicate originals, with one original being retained by Contractor one being retained by County and one being retained by the County Finance Officer.

Signature	Date
Frank L. Bradshaw	President
Printed Name	Title

COUNTY

	7/24/18
Signature <i>(must be legally authorized to sign contracts for DSS)</i>	Date
Sarah W. Bradshaw	DSS Director
Printed Name	Title

Signature <i>(must be legally authorized to sign contracts for County)</i>	Date
Edwin W. Causey	County Manager
Printed Name	Title

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

Signature of County Finance Officer David K. Clack	Date
---	------



**Attachment A  
General Terms and Conditions**

**Relationships of the Parties**

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

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

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

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

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

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

**Indemnity and Insurance**

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

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

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

The Contractor is not required to provide and maintain automobile liability insurance



on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

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

**Transportation of Clients by Contractor:**

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

**Default and Termination**

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

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written

notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

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

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



**Federal Intellectual Property Bankruptcy Protection Act:**

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

**Compliance with Applicable Laws**

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

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

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

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

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

**Trafficking Victims Protection Act of 2000 :**

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

**Executive Order # 24:** It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

**Confidentiality**

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

**Oversight**

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

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



MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

### Warranties and Certifications

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

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

### E-Verify

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

### Miscellaneous

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

in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

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

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

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

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

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

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

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

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

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



**ATTACHMENT B  
SCOPE OF WORK**

**Contract #2**

**Federal Tax Id. 56-1134481**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Warrick, Bradshaw & Lockamy, P.A.
2. *If different* from Contract Administrator Information in General Contract: Address SAME
3. Name of Program (s): Attorney for Foster Care, Children's & Adult Services and Child Support Enforcement and Establishment
4. Status:         Public         Private, Not for Profit         Private, For Profit
5. Contractor's Financial Reporting Year January 1 through December 31

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

1. Foster Care Services for Children - (SIS Code 100) – Attorney services to facilitate permanency planning for a child in the custody of the agency.
2. Protective Services for Children – (SIS Code 210) – Attorney services to represent the agency where court action is necessary to protect children as part of protective services – (Family Services manual, Volume I, Chapter VIII).
3. Protective Services for Adults – (SIS Code 200) – Attorney services to represent the agency where court action is necessary to protect adults as part of protective services – (Family Services manual, Volume IV, Chapter XVI).
4. Paralegal Supervision – (App Code 359) – Monthly supervision of the agency paralegal.  
SECONDARY LEGAL SERVICES IN CONFLICT OF INTEREST CASES FOR:
5. Child Support Establishment and Enforcement – (App Code 361) – Attorney services for the representation of the Child Support Enforcement Unit under the Department of Social Services for any and all required representation.

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

Negotiated County Rate:

- a. Legal Attorney Services - \$100. per hour for Children and Adult Protective Services, Foster Care Services and \$85. per hour for Child Support Establishment and Enforcement services. (Rate must be inclusive of the attorney's time as well as **any adjunctive expenses** routinely incurred by the attorney in the public practice of law. Such adjunctive expenses might include photocopying, postage, telephone bills, legal secretary expenses, and so on.)
- b. Paralegal Supervision - \$100. per month for supervision of the agency paralegal.
- c. Administrative Attorney Services – A rate of up to \$55. per hour for these services, not to exceed \$440. per day. Specifically, this category would include attendance at professional meetings, seminars, and the like. Travel and subsistence payments are allowable in addition to the hourly rate up to a maximum of the same rates that are applicable to the county DSS employees. However, an attorney may not be paid an hourly rate for time spent traveling.

**D. Number of units to be provided:**

- 1480.5 Hours of legal services for Foster Care Services, Child Protective Services, Adult Protective Services @ \$100. per hour = \$148,050.00
- 50 Horus of legal services for Child Support Establishment and Enforcement @ \$85. per hour = \$4,250.00.
- 12 Months of Supervision of the Agency Paralegal @\$100. per month = \$1,200.00.

**E. Details of Billing process and Time Frames;**

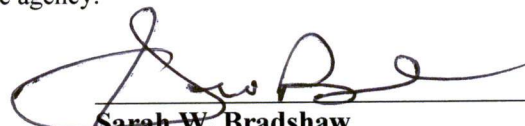
The law firm will submit detailed billing to the Sampson County Department of Social Services monthly for services provided based on rates in section C above.

**F. Area to be served/Delivery site(s):**

Sampson County and other areas as needed or directed by the agency.

\_\_\_\_\_  
**Frank L. Bradshaw**

\_\_\_\_\_  
**Date**

  
 \_\_\_\_\_  
**Sarah W. Bradshaw**  
 7/24/18  
 \_\_\_\_\_

**Date**



## ATTACHMENT C

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

Sampson County Department of Social Services

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

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

- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:  
Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina as deemed necessary.

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

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

#### Certification Regarding Nondiscrimination

**The Vendor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

(d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

\_\_\_\_\_  
Signature – Frank L. Bradshaw                      President  
Title

Warrick, Bradshaw & Lockamy, P.A.  
Agency/Organization                      \_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)



## ATTACHMENT D

### Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

- 2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Warrick, Bradshaw & Lockamy, P.A. \_\_\_\_\_

Name of Organization

\_\_\_\_\_  
Signature - Frank L. Bradshaw

\_\_\_\_\_  
Date

**NOTARIZED CONFLICT OF INTEREST POLICY**

State of North Carolina

County of Sampson

I, \_\_\_\_\_, Notary Public for said County and State, certify that Frank L. Bradshaw personally appeared before me this day and acknowledged that he/she is President of Warrick, Bradshaw & Lockamy, P.A. and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 1st day of July, 2018.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Official Seal)

\_\_\_\_\_  
Notary Public Signature

My Commission expires \_\_\_\_\_, 20 \_\_\_\_



**ATTACHMENT E  
NO OVERDUE TAX DEBTS**

**WARRICK, BRADSHAW & LOCKAMY, P.A.**  
P O Box 1216  
Clinton, NC 28329  
(910) 590-2900

July 1, 2018

**To: Sampson County Department of Social Services**

**Certification:**

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

**Sworn Statement:**

Frank L. Bradshaw being duly sworn, say that I am the President of Warrick, Bradshaw & Lockamy, P.A. of Clinton in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of Federal/State funds will be reported to the appropriate authorities for further action.

\_\_\_\_\_  
Frank L. Bradshaw

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

(Official Seal)

\_\_\_\_\_  
Notary Public Signature

My Commission expires \_\_\_\_\_, 20 \_\_\_\_

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



**ATTACHMENT F**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

\_\_\_\_\_  
Signature – Frank L. Bradshaw                      President \_\_\_\_\_  
Title

Warrick, Bradshaw & Lockamy, P.A. \_\_\_\_\_  
Agency/Organization                                      Date

## Attachment G

### Certification Regarding Lobbying

Sampson County Department of Social Services

#### Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

#### **Paragraph A.**

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.



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

**Paragraph B.**

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

**Paragraph C.**

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

**Paragraph D.**

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

\_\_\_\_\_  
Signature – Frank L. Bradshaw

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
Warrick, Bradshaw & Lockamy, P.A.  
Agency/Organization

\_\_\_\_\_  
Date



## ATTACHMENT H

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

Sampson County Department of Social Services

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Signature – Frank L. Bradshaw

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
Warrick, Bradshaw & Lockamy, P.A.  
Agency/Organization

\_\_\_\_\_  
Date



## ATTACHMENT I

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

Sampson County Department of Social Services

This Agreement is made effective the 1<sup>st</sup> day of July, 2018, by and between Sampson County Department of Social Services ("Covered Entity") and Warrick, Bradshaw & Lockamy, P.A. ("Business Associate") (collectively the "Parties").

#### 1. BACKGROUND

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

#### 2. DEFINITIONS

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

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

#### 3. OBLIGATIONS OF BUSINESS ASSOCIATE 45



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

#### 4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
  - 1) would not violate the Privacy Rule if done by Covered Entity; or
  - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
  - 1) disclosures are Required By Law; or



- 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

## 5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
  - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
  - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
  - 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## 6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.

- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

SIGNATURE: \_\_\_\_\_

Frank L. Bradshaw  
Warrick, Bradshaw & Lockamy, P.A.

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



## Attachment M

# State Certification

### Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

### Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)  
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:  
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
- (b) [Check **one** of the following boxes]
- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
- The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) Insurance 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: Warrick, Bradshaw & Lockamy, P.A.

---

Signature of Contractor's Authorized Agent

Date

---

Printed Name of Contractor's Authorized Agent  
Frank L. Bradshaw

Title  
President

---

Signature of Witness

Title  
Paralegal I

---

Printed Name of Witness  
Wendy Foltz

Date

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



## ATTACHMENT N

Sampson County Department of Social Services/Human Services

### CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

#### Certification Regarding Nondiscrimination

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

**The Contractor** must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

**Meaningful Access for LEP Individuals:** **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

**The Contractor** should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

**Ensuring Equal Opportunity Access for Persons with Disabilities:** **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in



limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

#### **IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)**

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

#### **V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)**

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
  - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

- (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

	President
Signature – Frank L. Bradshaw	Title
Warrick, Bradshaw & Lockamy, P.A. Agency/Organization	Date

(Federal Certification-Non-Discrimination, Clean Air, Clean Water) (01/2018)



CONTRACT PROVIDER NAME: Warrick, Bradshaw & Lockamy, PA

CONTRACT NUMBER: 2

CONTRACT PERIOD: July 1, 2018 - June 30, 2019

PROVIDER'S FISCAL YEAR: January 1 - December 31

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

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

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
<b>TOTAL</b>	<b>0</b>	<b>70</b>

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

FINANCIAL ASSISTANCE

PURCHASE SERVICE

  
\_\_\_\_\_  
Signature of County Authorized Person

7/24/18  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
Signature of Authorized Administrative Individual

7/24/18  
\_\_\_\_\_  
DATE

Revised effective 7-1-2013



**Contract #3 Fiscal Year Begins July 1, 2018 Ends June 30, 2019**  
**Attorney – Legal Services**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and The Law Office of Tiffany N. Naylor (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or is 45-5259319 and DUNS Number 929931678 (required if funding from a federal funding source).

- 1. Contract Documents:** This Contract consists of the following documents:
- (1) This contract
  - (2) The General Terms and Conditions (Attachment A)
  - (3) The Scope of Work, description of services, and rate (Attachment B)
  - (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
  - (5) Conflict of Interest (Attachment D)
  - (6) No Overdue Taxes (Attachment E)
  - (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
  - (8) Federal Certification Regarding Lobbying (Attachment G)
  - (9) Federal Certification Regarding Debarment (Attachment H)
  - (10) HIPAA Business Associate Addendum (Attachment I)
  - (11) State Certification (Attachment M)
  - (12) Certification Regarding Non-Discrimination, Clean Air Act, Clean Water Act (Attachment N)
  - (13) Contract Determination Questionnaire (required)

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

- 2. Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
- 3. Effective Period:** This contract shall be effective on July 1, 2018 and shall terminate on June 30, 2019. This contract must be twelve months or less.
- 4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
- 5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$58,225.00 for the fiscal year. This amount consists of \$38,428.00 in Federal funds, \$0 in State Funds, \$19,797.00 in County funds

- a. There are no matching requirements from the Contractor.
- b. The Contractor's matching requirement is \$ \_\_\_\_\_, which shall consist of:
- |   |  |
|---|--|
| <input type="checkbox"/> In-kind          | <input type="checkbox"/> Cash                |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> Cash and/or In-kind |

The contributions from the Contractor shall be sourced from non-federal funds.  
The total contract amount including any Contractor match shall not exceed \$58,225.00 for fiscal year.

- 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	Sarah W. Bradshaw, Director	Name & Title	Sarah W. Bradshaw, Director
County	Sampson	County	Sampson
Mailing Address	360 County Complex Rd, Suite 100	Street Address	360 County Complex Rd, Suite 100
City, State, Zip	Clinton, NC 28328	City, State, Zip	Clinton, NC 28328
Telephone	910-592-7131		
Fax	910-592-4297		
Email	sarah.bradshaw@sampsondss.net		

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Tiffany N. Naylor, Owner	Name & Title	Tiffany N. Naylor, Owner
Company Name	The Law Office of Tiffany N. Naylor	Company Name	The Law Office of Tiffany N. Naylor
Mailing Address	PO Box 2148	Street Address	500 College Street
City State Zip	Clinton, NC 28329	City State Zip	Clinton, NC 28328
Telephone	910-299-0935		
Cell Phone	910-990-7586		
Fax	910-338-3676		
Email	tiffany@tiffanynaylorlaw.com		

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

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

**11. Disbursements:**

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

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



- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

**12. Outsourcing to Other Countries:**

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

**13. Federal Certifications:**

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

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

The Contractor and the County have executed this contract in triplicate originals, with one original being retained by Contractor one being retained by County and one being retained by the County Finance Officer.

---

Signature	Date
<u>Tiffany N. Naylor</u>	<u>Owner</u>
Printed Name	Title

**COUNTY**

---

	<u>7/24/18</u>
Signature <i>(must be legally authorized to sign contracts for DSS)</i>	Date
<u>Sarah W. Bradshaw</u>	<u>DSS Director</u>
Printed Name	Title

---

Signature <i>(must be legally authorized to sign contracts for County)</i>	Date
<u>Edwin W. Causey</u>	<u>County Manager</u>
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 David K. Clack	Date
---	------



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

**Relationships of the Parties**

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

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

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

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

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

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

**Indemnity and Insurance**

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

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

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

The Contractor is not required to provide and maintain automobile liability insurance



on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

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

**Transportation of Clients by Contractor:**

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

**Default and Termination**

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

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written

notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

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

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



**Federal Intellectual Property Bankruptcy Protection**

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

**Compliance with Applicable Laws**

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

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

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

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

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

**Trafficking Victims Protection Act of 2000 :**

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

**Executive Order # 24:** It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

**Confidentiality**

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

**Oversight**

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

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



MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

### Warranties and Certifications

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

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

### E-Verify

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

### Miscellaneous

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

in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

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

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

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

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

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

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

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

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

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



**ATTACHMENT B  
SCOPE OF WORK**

**Contract #3**

**Federal Tax Id. 45-5259319**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: The Law Office of Tiffany N. Naylor
2. *If different* from Contract Administrator Information in General Contract:  
Address SAME
3. Name of Program (s): Attorney for Child Support Enforcement and Establishment and Foster Care, Children's & Adult Services
4. Status:  Public  Private, Not for Profit  Private, For Profit
5. Contractor's Financial Reporting Year January - December

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

1. Child Support Establishment and Enforcement – (App Code 361) – Attorney services for the representation of the Child Support Enforcement Unit under the Department of Social Services for any and all required representation.  
SECONDARY LEGAL SERVICES IN CONFLICT OF INTEREST CASES FOR:
  2. Foster Care Services for Children - (SIS Code 100) – Attorney services to facilitate permanency planning for a child in the custody of the agency.
  3. Protective Services for Children – (SIS Code 210) – Attorney services to represent the agency where court action is necessary to protect children as part of protective services – (Family Services manual, Volume I, Chapter VIII).
  4. Protective Services for Adults – (SIS Code 200) – Attorney services to represent the agency where court action is necessary to protect adults as part of protective services – (Family Services manual, Volume IV, Chapter XVI).

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

Negotiated County Rate:

- a. Legal Attorney Services - \$85. per hour for Child Support Establishment and Enforcement services, Children and Adult Protective Services, and Foster Care Services legal representation. (Rate must be inclusive of **the attorney's time as well as any adjunctive expenses** routinely incurred by the attorney in the public practice of law. Such adjunctive expenses might include photocopying, postage, telephone bills, legal secretary expenses, and so on.)
- b. Administrative Attorney Services – A rate of up to \$55. per hour for these services, not to exceed \$440. per day. Specifically, this category would include attendance at professional meetings, seminars, and the like. Travel and subsistence payments are allowable in addition to the hourly rate up to a maximum of the same rates that are applicable to the county DSS employees. However, an attorney may not be paid an hourly rate for time spent traveling.

**D. Number of units to be provided:**

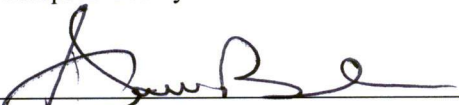
685 Hours of legal representation for Child Support Establishment and Enforcement, Foster Care Services, Child Protective Services, and Adult Protective Services @ \$85. per hour = \$58,225.

**E. Details of Billing process and Time Frames;**

The law firm will submit detailed billing to the Sampson County Department of Social Services monthly for services provided based on rates in section C above.

**F. Area to be served/Delivery site(s):**

Sampson County and other areas as needed or directed by the agency.

  
\_\_\_\_\_  
Sarah W. Bradshaw

\_\_\_\_\_  
Tiffany N. Naylor

7/24/18  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## ATTACHMENT C

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

Sampson County Department of Social Services

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

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

- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:  
Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina as deemed necessary.

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

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment

**45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

#### Certification Regarding Nondiscrimination

**The Vendor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;



(d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

_____	Owner
Signature – Tiffany N. Naylor	Title

<u>The Law Office of Tiffany N. Naylor</u>	_____
Agency/Organization	Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT D

### Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.



- 2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

The Law Office of Tiffany N. Naylor  
Name of Organization

\_\_\_\_\_  
Signature – Tiffany N. Naylor

\_\_\_\_\_  
Date

**NOTARIZED CONFLICT OF INTEREST POLICY**

State of North Carolina

County of Sampson

I, \_\_\_\_\_, Notary Public for said County and State, certify that Tiffany N. Naylor personally appeared before me this day and acknowledged that he/she is Owner of The Law Office of Tiffany N. Naylor 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 July, 2018.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Official Seal)

\_\_\_\_\_  
Notary Public Signature

My Commission expires \_\_\_\_\_, 20 \_\_\_\_

**ATTACHMENT E  
NO OVERDUE TAX DEBTS**

**The Law Office of Tiffany N. NAYLOR**

500 College Street; PO Box 2148  
Clinton, NC 28329  
(910) 299-0935

July 1, 2018

**To: Sampson County Department of Social Services**

**Certification:**

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

**Sworn Statement:**

Tiffany N. Naylor being duly sworn, say that I am the Owner of The Law Office of Tiffany N. Naylor of Clinton in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of Federal/State funds will be reported to the appropriate authorities for further action.

\_\_\_\_\_  
Signature – Tiffany N. Naylor

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

(Official Seal)

\_\_\_\_\_  
Notary Public Signature

My Commission expires \_\_\_\_\_, 20 \_\_\_\_

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



**ATTACHMENT F**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

\_\_\_\_\_  
Signature – Tiffany N. Naylor

\_\_\_\_\_  
Owner  
Title

\_\_\_\_\_  
The Law Office of Tiffany N. Naylor  
Agency/Organization

\_\_\_\_\_  
Date

## Attachment G

### Certification Regarding Lobbying

Sampson County Department of Social Services

#### Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

#### **Paragraph A.**

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.



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

**Paragraph B.**

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

**Paragraph C.**

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

**Paragraph D.**

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

\_\_\_\_\_  
Signature – Tiffany N. Naylor

\_\_\_\_\_  
The Law Office of Tiffany N. Naylor  
Agency/Organization

\_\_\_\_\_  
Owner  
Title

\_\_\_\_\_  
Date



## ATTACHMENT H

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

Sampson County Department of Social Services

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



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

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

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

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

\_\_\_\_\_  
Signature – Tiffany N. Naylor

\_\_\_\_\_  
Owner  
Title

\_\_\_\_\_  
The Law Office of Tiffany N. Naylor  
Agency/Organization

\_\_\_\_\_  
Date

## ATTACHMENT I

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

Sampson County Department of Social Services

This Agreement is made effective the 1<sup>st</sup> day of July, 2018, by and between Sampson County Department of Social Services (“Covered Entity”) and The Law Office of Tiffany N. Naylor (“Business Associate”) (collectively the “Parties”).

#### 1. BACKGROUND

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

#### 2. DEFINITIONS

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

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

#### 3. OBLIGATIONS OF BUSINESS ASSOCIATE<sup>73</sup>



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

#### **4. PERMITTED USES AND DISCLOSURES**

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
  - 1) would not violate the Privacy Rule if done by Covered Entity; or
  - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
  - 1) disclosures are Required By Law; or



- 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

## 5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
  - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
  - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
  - 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## 6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.



- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

\_\_\_\_\_  
Signature – Tiffany N. Naylor

\_\_\_\_\_  
Owner  
Title

\_\_\_\_\_  
The Law Office of Tiffany N. Naylor  
Agency/Organization

\_\_\_\_\_  
Date

## Attachment M

# State Certification

### Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

### Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)  
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:  
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
- (b) [Check **one** of the following boxes]
- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
- The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.



---

Contractor's Name: The Law Office of Tiffany N. Naylor

---

Signature of Contractor's Authorized Agent

Date

---

Printed Name of Contractor's Authorized Agent

Title

Tiffany N. Naylor

Owner

---

Signature of Witness

Date

---

Printed Name of Witness

Title

Kay W. Stafford

Child Support Supervisor II

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

## ATTACHMENT N

Sampson County Department of Social Services/Human Services

### CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

#### Certification Regarding Nondiscrimination

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

**The Contractor** must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

**Meaningful Access for LEP Individuals:** **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

**The Contractor** should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

**Ensuring Equal Opportunity Access for Persons with Disabilities:** **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in



limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

#### **IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)**

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

#### **V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)**

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
  - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
  - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

\_\_\_\_\_  
Signature – Tiffany N. Naylor

\_\_\_\_\_  
Owner  
Title

\_\_\_\_\_  
The Law Office of Tiffany N. Naylor  
Agency/Organization

\_\_\_\_\_  
Date



CONTRACT PROVIDER NAME: The Law Office of Tiffany N. Naylor

CONTRACT NUMBER: 3

CONTRACT PERIOD: July 1, 2018 - June 30, 2019

PROVIDER'S FISCAL YEAR: January 1 - December 31

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

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

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
<b>TOTAL</b>	<b>0</b>	<b>70</b>

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

FINANCIAL ASSISTANCE

PURCHASE SERVICE

  
\_\_\_\_\_  
Signature of County Authorized Person

7/24/18  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
Signature of Authorized Administrative Individual

7/24/18  
\_\_\_\_\_  
DATE



**Contract #22 Fiscal Year Begins July 1, 2018 Ends June 30, 2019  
Temporary Social Work Staff**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Vanguard Professional Staffing Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 56-2143318 and DUNS Number 073849460 (required if funding from a federal funding source).

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G)
- (9) Federal Certification Regarding Debarment (Attachment H)
- (10) HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
- (11) Certification of Transportation (Attachment J)
- (12) State Certification (Attachment M)
- (13) Certification Regarding Non-Discrimination, Clean Air Act, Clean Water Act (Attachment N)
- (14) Vanguard Temporary Staffing Agreement
- (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 July 1, 2018 and shall terminate on June 30, 2019. This contract must be twelve months or less.

**4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

**5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$68,200.00. This amount consists of \$51,150.00 in Federal funds (CFDA #93.667), \$.00 in State Funds, \$17,050.00 in County funds

a. There are no matching requirements from the Contractor.

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

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

The contributions from the Contractor shall be sourced from non-federal funds.  
The total contract amount including any Contractor match shall not exceed \$50,000.00.

**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	Sarah W. Bradshaw, Director	Name & Title	Sarah W. Bradshaw, Director
County	Sampson	County	Sampson
Mailing Address	360 County Complex Rd, Suite 100	Street Address	360 County Complex Rd, Suite 100
City, State, Zip	Clinton, NC 28328	City, State, Zip	Clinton, NC 28328
Telephone	910-592-7131		
Fax	910-592-4297		
Email	sarah.bradshaw@sampsondss.net		

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Susan D. Parker, Vice President	Name & Title	Susan D. Parker, Vice President
Company Name	Vanguard Professional Staffing Inc	Company Name	Vanguard Professional Staffing Inc
Mailing Address	PO Box 8177	Mailing Address	PO Box 8177
City State Zip	Wilson, NC 27893	City State Zip	Wilson, NC 27893
Telephone	252-265-9033		
Fax	252-265-9024		
Email	susanp@vanguardprostaff.com		

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

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

**11. Disbursements:**

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

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
  - Validity and accuracy of payment
  - Payment due date

- Adequacy of documentation supporting payment
  - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;  
 (d) Assure adequate control of negotiable instruments; and  
 (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

**12. Outsourcing to Other Countries:**

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

**13. Federal Certifications:**

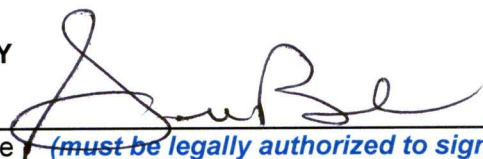
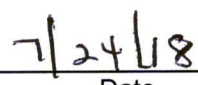
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment,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

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

The Contractor and the County have executed this contract in triplicate originals, with one original being retained by Contractor one being retained by County and one being retained by the County Finance Officer.

Signature	Date
Susan D. Parker	Vice President
Printed Name	Title

**COUNTY**

	
Signature <i>(must be legally authorized to sign contracts for DSS)</i>	Date
Sarah W. Bradshaw	DSS Director
Printed Name	Title

Signature <i>(must be legally authorized to sign contracts for County)</i>	Date
Edwin W. Causey	County Manager
Printed Name	Title

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

Signature	Date
David K. Clack, Finance Director	



**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 or any act or omission of the Contractor in connection with the performance of this contract.

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

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
  - (a) owned by the Contractor and used in the performance of this contract;
  - (b) hired by the Contractor and used in the performance of this contract; and
  - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does



not replace, the car-owner's liability insurance.

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

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

#### Transportation of Clients by Contractor:

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

### Default and Termination

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

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

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



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

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

### Compliance with Applicable Laws

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

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

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

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

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

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

### Trafficking Victims Protection Act of 2000 :

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

**Executive Order # 24:** It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

### Confidentiality

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

### Oversight

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

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the



records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

### Warranties and Certifications

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

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

### E-Verify

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

### Miscellaneous

**Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county is

which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

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

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

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

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

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

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

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

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



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

**ATTACHMENT B  
SCOPE OF WORK**

**Contract #22**

**Federal Tax Id. 56-2143318**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Vanguard Professional Services Inc.
2. Telephone Number: 252-265-9033 Fax Number: 252-265-9024 Email: susanp@vanguardprostaff.com
3. Name of Program (s): Foster Care Social Worker
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):**  
Social worker duties as specified in the addendum signed by the temporary employee.

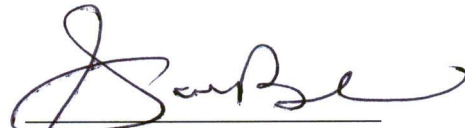
**C. Rate per unit of Service (define the unit):**  
Negotiated County Rate - \$34.10 per hour

**D. Number of units to be provided:**  
2,000 hours within contract period


**E. Details of Billing process and Time Frames;**  
Contractor will bi-weekly invoice for services rendered and Agency agrees to pay the invoice in full within thirty days of receipt.

**F. Area to be served/Delivery site(s):**  
Sampson County and other areas as needed or directed by the agency - To Be Determined by the client's place of residence.

\_\_\_\_\_  
**Susan D. Parker**

  
\_\_\_\_\_  
**Sarah W. Bradshaw**

\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Date**

## ATTACHMENT C

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

Sampson County Department of Social Services

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

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

- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:  
Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina as deemed necessary.

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

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment

**45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

#### Certification Regarding Nondiscrimination

**The Vendor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the



basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

\_\_\_\_\_  
Signature – Susan D. Parker

\_\_\_\_\_  
Vice President  
Title

\_\_\_\_\_  
Vanguard Professional Staffing Inc.  
Agency/Organization

\_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT D

### Conflict of Interest Policy

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

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

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

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

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

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

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

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

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



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

Approved by:

Vanguard Professional Staffing Inc.  
Name of Organization

\_\_\_\_\_  
Signature – Susan D. Parker

\_\_\_\_\_  
Date

**NOTARIZED CONFLICT OF INTEREST POLICY**

State of North Carolina

County of \_\_\_\_\_

I, \_\_\_\_\_, Notary Public for said County and State, certify that Susan D. Parker personally appeared before me this day and acknowledged that he/she is Vice President of Vanguard Professional Staffing Inc. and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 1<sup>st</sup> day of July, 2018.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Official Seal)

\_\_\_\_\_  
Notary Public Signature

My Commission expires \_\_\_\_\_, 20 \_\_\_\_

**ATTACHMENT E  
NO OVERDUE TAX DEBTS**

**VANGUARD PROFESSIONAL STAFFING, INC.**

Po Box 8177  
Wilson, NC 27893  
(252) 265-9033

July 1, 2018

**To: Sampson County Department of Social Services**

**Certification:**

I certify that Vanguard Professional Staffing, 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. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

**Sworn Statement:**

Susan D. Parker being duly sworn, say that I am the Vice President of Vanguard Professional Staffing, Inc. of Wilson in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of Federal/State funds will be reported to the appropriate authorities for further action.

\_\_\_\_\_  
Signature – Susan D. Parker

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

(Official Seal)

\_\_\_\_\_  
Notary Public Signature

My Commission expires \_\_\_\_\_, 20 \_\_\_\_

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



**ATTACHMENT F**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

_____ Signature – Susan D. Parker	_____ Vice President Title
_____ Vanguard Professional Staffing Inc. Agency/Organization	_____ Date

## Attachment G

### Certification Regarding Lobbying

Sampson County Department of Social Services

#### Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

#### **Paragraph A.**

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

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



**Paragraph B.**

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

**Paragraph C.**

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

**Paragraph D.**

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

\_\_\_\_\_  
Signature – Susan D. Parker

\_\_\_\_\_  
Vanguard Professional Staffing Inc.  
Agency/Organization

\_\_\_\_\_  
Vice President  
Title

\_\_\_\_\_  
Date



## ATTACHMENT H

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

Sampson County Department of Social Services

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



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

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

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

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

\_\_\_\_\_  
Signature – Susan D. Parker

\_\_\_\_\_  
Vice President  
Title

\_\_\_\_\_  
Vanguard Professional Staffing Inc.  
Agency/Organization

\_\_\_\_\_  
Date

## ATTACHMENT I

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

Sampson County Department of Social Services

This Agreement is made effective the 1st day of July, 2018, by and between Sampson County Department of Social Services (“Covered Entity”) and Vanguard Professional Staffing Inc. (“Business Associate”) (collectively the “Parties”).

#### 1. BACKGROUND

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

#### 2. DEFINITIONS

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

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



### 3. OBLIGATIONS OF BUSINESS ASSOCIATE

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

### 4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
  - 1) would not violate the Privacy Rule if done by Covered Entity; or
  - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:



- 1) disclosures are Required By Law; or
  - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

## 5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
- 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
  - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## 6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.



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

SIGNATURE: \_\_\_\_\_  
Susan D. Parker  
Vanguard Professional Staffing Inc.

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

## Attachment M

### State Certifications

#### Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

#### Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)  
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:  
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
- (b) [check one of the following boxes]
- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
- The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.



---

Contractor's Name: Vanguard Professional Staffing Inc.

---

Signature of Contractor's Authorized Agent

Date

---

Printed Name of Contractor's Authorized Agent  
Susan D. Parker

Title  
Vice President

---

Signature of Witness

Title

---

Printed Name of Witness

Date

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

## ATTACHMENT N

Sampson County Department of Social Services/Human Services

### CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

#### Certification Regarding Nondiscrimination

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

**The Contractor** must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

**Meaningful Access for LEP Individuals:** **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

**The Contractor** should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

**Ensuring Equal Opportunity Access for Persons with Disabilities:** **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide



text telephone services (ITTY) 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)).

	Vice President
Signature - Susan D. Parker	Title
<u>Vanguard Professional Staffing Inc</u> Agency/Organization	Date



NORTH CAROLINA

**VANGUARD PROFESSIONAL STAFFING, INC.**  
**TEMPORARY STAFFING AND**  
**CONSULTATION AGREEMENT**

WILSON COUNTY

11.13

THIS AGREEMENT, made and entered into on the date hereinafter stated, by and between VANGUARD PROFESSIONAL STAFFING, INC., a North Carolina corporation, with its principal office and place of business in Wilson, Wilson County, North Carolina, hereinafter called "Service Provider"; and SAMPSON COUNTY DSS, with its principal office and place of business in CLINTON, SAMPSON County, North Carolina, hereinafter called "Agency".

WITNESSETH:

WHEREAS, the Service Provider is a North Carolina corporation, having as its principal business the providing of temporary staffing and consultation services to human services agencies throughout North Carolina;

WHEREAS, the Service Provider employs individuals with varying degrees of experience who are able to provide staffing and consultation services to the Agency;

WHEREAS, the Agency, from time to time, is in need of the various services provided by the Service Provider, including staffing, payrolling, consultation, or other developed services

WHEREAS, it is the intent of both the Service Provider and the Agency by this Agreement to set forth its terms and conditions.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and conditions hereinafter set forth, the adequacy and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

**1.0 Staffing.**

- a) **Agency Employs Service Provider.** The Agency hereby employs the Service Provider to provide temporary staffing, specialty staffing, consultation, payrolling, or other services to its human services agency by making qualified staff available to the Agency. The Service Provider accepts such employment, agrees to provide staffing to perform such services as may be reasonably set forth from time to time by the Agency. The Agency and the Service Provider will sign an Addendum to this Agreement upon the parties agreeing to a particular service to be provided by an agreed-upon employee. The Addendum will specify the services to be rendered, the compensation to be paid, the projected time period of employment, and other pertinent information.
- b) **Agency Approval.** The Agency reserves the right to approve any Staff person(s) assigned by the Service Provider to perform the services that are the subject of this agreement. In the event the Agency becomes dissatisfied with a Staff person performing services pursuant to this agreement, the Service Provider shall remove that person. Agency will identify Staff Persons for payrolling services.

**2.0 Term.** The term of this Agreement between the Agency and the Service Provider shall begin on the **FIRST** day of **JULY, 2018**, and shall continue until the relationship is terminated as herein provided.

**3.0 Termination.** The relationship between the Agency and the Service Provider shall terminate as follows:

- a) Upon thirty (30) days written notice given by either party to the other;
- b) Upon the mutual written consent of both parties;
- c) Upon the liquidation of either business entity.

In the event of such termination, the Agency shall pay the Service Provider for the services actually rendered to it by the Service Provider's Staff and the Service Provider shall pay the Agency any sums due it.

**4.0 Compensation and Benefits.** The compensation and other benefits for each staffing, consultation, payrolling, or other services contract shall be set out in a separate Addendum attached hereto that shall be executed by the Agency and the Service Provider and which is deemed incorporated herein by reference. ALL EMPLOYEES OF THE SERVICE PROVIDER (OR THOSE OF THE AGENCY WHO ARE PAYROLLED), WHO WORK



MORE THAN 40 HOURS IN A WORK WEEK MUST, BY FEDERAL LAW, BE COMPENSATED BY THE AGENCY AT TIME-AND-A-HALF.

- 5.0 Payment Terms.** The Service Provider will provide the Agency with bi-weekly invoices for services rendered, unless specified otherwise in the Addendum. The Agency agrees to pay the invoices in full within thirty (30) days of receipt.
- 6.0 Confidentiality.**
- a) **Confidential Information of the Service Provider.** The Agency acknowledges that the Service Provider's methods of sales and service and other information of a secret or confidential nature, which is required to be maintained as such for the continued success of the Service Provider and its business is valuable special and proprietary information. It is a unique asset of the Service Provider that is collectively deemed to be a trade secret. The Agency agrees to hold in confidence and not to disclose or use for its benefit any confidential or proprietary information received from the Service Provider during the term of this Agreement and subsequent extensions and continuations thereof. This includes solicitation of employees of the Service Provider for permanent or other positions of the Agency prior to placement through the Service Provider, and sharing of resumes or names of employees of the Service Provider with other agencies seeking potential employees. All conditions for solicitation of Service Provider's employees are contained in Article 7.0 below.
- c) **Confidential Information of the Agency's Clients.** The Service Provider acknowledges that the Clients of the Agency and information relating to Clients of the Agency is confidential information under the laws of the State of North Carolina and agrees to keep such information confidential.
- 7.0 Soliciting Service Provider Employees.** The Agency may solicit the Employee of the Service Provider to permanent employment with the Agency after 688 hours of employment per placement through the Service Provider. If the Agency desires to solicit the Employee for permanent employment prior to required time, the Agency agrees to pay the Service Provider one-third (1/3) of the remainder of the required period cost. After the required time of the employee providing services to the Agency pursuant to this agreement the Agency may employ the employee without any additional cost. The Agency is not obligated to hire into permanent status any employee of the Service Provider.
- 8.0 Expenses, Including Travel of Employee.** The Agency agrees to pay for assigned work-related travel of an Employee of the Service Provider. Mileage rate will be at the current rate used by the Agency. Agency will reimburse the Service Provider's employee directly, unless otherwise stated in the Addendum. (If Agency desires for Service Provider to pay travel and other related expenses to Employee and bill the Agency, an additional administrative fee of 20% will be added to the total mileage invoiced amount.) In addition, the Agency will pay such other business expenses as agreed upon by the Service Provider and the Agency at the time of the execution of their Addendum.
- 9.0 Supplies and Facilities.** The Agency shall provide the Service Provider's staff with adequate supplies, facilities, and other services suitable to their position and adequate for the performance of their duties. The Agency acknowledges that the majority of the services to be rendered will be provided at the Agency's place of business.
- 10.0 Supervision.** The Agency shall provide the Service Provider's staff with adequate instruction and supervision on a day-to-day basis, and is responsible for monitoring performance for compliance with Agency work standards.
- 11.0 Independent Contractual Relationship.** The parties understand and agree that each is an independent contractor engaged in the operation of its own respective business, that neither party shall be considered to be the agent, master or servant of the other party for any purpose, and that neither has any general authority to enter into any contract, to assume any obligations or to make any warranties or representations on behalf of the other. Further, nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, employer employee, or a joint venture relationship between the Agency and the Service Provider. As an independent contractor, the Service Provider agrees that neither it nor its employees are employee(s) of the Agency, that the Agency is not



required to provide the Service Provider or its employees with worker's compensation insurance or any other insurance coverage or benefits, and that the Service Provider is responsible for all federal and state income, Social Security, Medicare, unemployment and disability taxes for its employees. EXCEPTION: Payrolled employees are temporary employees of the Agency, and are identified as such in the Addendum to this contractual agreement.

- 12.0 **Insurance.** The Service Provider agrees to maintain and not terminate all required insurance throughout the contract period.
- 13.0 **Indemnification.** The Agency and the Service Provider agree to hold each other harmless from and against any and all claims, demand, liabilities, suits, actions, losses, damages, costs, expenses and reasonable attorney's fees arising from the other party's negligent performance or breach of its obligations under this Agreement.
- 14.0 **Miscellaneous.**
- a) **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the provisions hereof, and the Agreement shall be construed in all respects as if such invalid or enforceable provision were omitted.
  - b) **Governing Law.** The Contract shall be subject to and governed by the laws of the State of North Carolina.
  - c) **Amendments.** The Agreement may not be amended, added to, or changed except by written agreement signed by the Agency and the Service Provider.
  - d) **Assignment.** Neither this Contract nor any rights or obligations created therein shall be assigned by the Agency without the express written consent of the Service Provider.
  - e) **Notices.** All notices provided for herein shall be in writing and served upon the parties at the then-current mailing address for each party.
  - f) **Non-Exclusive.** Both parties agree that this agreement is non-exclusive in that each party shall have the right to provide services to other entities and receive services from other entities.
  - g) **Employment.** We are an Equal Employment Opportunity Employer.

IN WITNESS WHEREOF, the Agency and the Service Provider caused this Agreement to be signed in the name by its officers duly authorized to do so.

VANGUARD PROFESSIONAL STAFFING, INC.

By: Bloche Paul  
Manager

4/4/18  
Date

AGENCY: SAMPSON COUNTY DSS

By: Sarah W. Bradshaw  
Director - Sarah W. Bradshaw

7/29/18  
Date

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

\_\_\_\_\_  
(Signature of Finance Officer)

CONTRACT PROVIDER NAME: Vanguard Professional Staffing, Inc.

CONTRACT NUMBER: 22

CONTRACT PERIOD: July 1, 2018 - June 30, 2019

PROVIDER'S FISCAL YEAR: January - December

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

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

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
<b>TOTAL</b>	<b>0</b>	<b>70</b>

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

FINANCIAL ASSISTANCE

PURCHASE SERVICE

  
Signature of Authorized Administrative Individual

7/24/18  
DATE

  
Signature of Authorized Administrative Individual

7/24/18  
DATE





*Sampson County Finance Department*  
*David K. Clack, Finance Officer*

*MEMORANDUM*

**TO:** Board of Commissioners

**FROM:** David K. Clack, Finance Officer

**DATE:** July 26, 2018

**SUBJECT:** Surplus Weapons

Attached is a list of weapons that have been determined to be obsolete by the Department. They would like permission to send those weapons to a vendor in exchange for credit to purchase supplies for the Sheriff's Department.

We respectfully request that the Board declare the above items surplus and authorize us to send them to the appropriate vendor to obtain credit to make purchases of supplies for the Sheriff's Department.

Sampson County  
Property Disposal/Transfer Form

Memo:  
 To: Finance Officer  
 From: Jimmy Thornton  
 Date: 06/21/2018  
 RE: Request to Surplus/Transfer Equipment/Property

1. It is requested you **SURPLUS** the following property:

Description of Equipment Property	# of Units	ID # (s)
Winchester 270 Rifle G1530362- trade for credit/gun has no in agency.	1	
Parker 308 Rifle R3989- trade for credit/gun has no use in agency.	1	

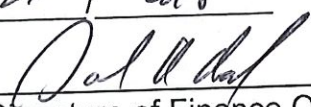
  
 \_\_\_\_\_  
 Signature of Department Head

2. It is requested you **TRANSFER** the following property:

Description of Equipment Property	Transfer to	ID # (s)

\_\_\_\_\_  
 Signature of Department Head

3. Recommended for approval/disapproval on above on 7 / 26 / 2018

  
 \_\_\_\_\_  
 Signature of Finance Officer

4. Maintenance acknowledges receipt of property disposal form and has taken subsequent action on the following:

Description of Equipment Property	# of Units	ID # (s)
NA		

\_\_\_\_\_  
 Signature Maintenance Dept.

Date:   /  /



## **SAMPSON COUNTY EMERGENCY SERVICES HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BREACH POLICY**

In addition to the Sampson County Health Insurance Portability and Accountability Act (HIPAA) Policy and Procedure Manual, Sampson County Emergency Services (Emergency Services) employees will comply with the following written policies regarding (1) breach notification procedures, (2) training, and (3) sanctions.

### **Section 1. Breach Notification Procedures**

#### **Purpose**

To outline the process for notifying affected individuals of a breach of unsecured protected health information (PHI) for the purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), and state breach notification purposes.

#### **Scope**

This applies to all employees, volunteers, and other individuals working under contractual agreements with Emergency Services.

#### **Definitions**

Business Associate – A person or entity, other than a member of the workforce of Emergency Services, who performs functions or activities on behalf of, or provides certain services to, Emergency Services that involve access by the business associate to protected health information. A “business associate” is also a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate.

HIPAA Breach – Unauthorized acquisition, access, use, or disclosure of unsecured PHI.

Individually Identifiable Health Information (IIHI) – Information that is a subset of health information, including demographic information collected from an individual, and is created or received by a health care provider, health plan, employer, or health care clearinghouse and relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual.

Privacy Officer – The person appointed by the Director of Emergency Services to oversee all ongoing activities related to the development, implementation, and maintenance of Emergency Services policies in accordance with HIPAA, HITECH, and all other applicable federal and state laws.

Protected Health Information (PHI) – Individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Protected health information excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, in records described at 20 U.S.C. 1232g(a)(4)(B)(iv) in employment records held by a covered entity in its role as employer, and regarding a person who has been deceased for more than 50 years.

## **Procedure**

### *Reporting a Possible Breach*

1. Any employee who becomes aware of a possible HIPAA breach will immediately inform their supervisor and the Privacy Officer.
2. Notification should occur immediately upon discovery of a possible HIPAA breach or before the end of your shift if other duties interfere; however, in no case should notification occur later than twenty-four (24) hours after discovery.
  - a. The supervisor will verify the circumstances of the possible HIPAA breach and inform the Privacy Officer, the Chief of Operations, and the Director within twenty-four (24) hours of the initial report.
3. The Privacy Officer may be contacted directly.
  - a. Provide the Privacy Officer with as much detail as possible.
  - b. Be responsive to requests for additional information from the Privacy Officer.
  - c. Be aware that the Privacy Officer has an obligation to follow up on any reasonable belief that PHI has been compromised.

### *Containing the Breach*

1. The Privacy Officer will take the following steps to limit the scope and effect of the possible HIPAA breach.
  - a. Work to immediately contain the HIPAA breach. Examples of steps that the Privacy Officer may take include, but are not limited to:
    - i. Stopping the HIPAA breach;
    - ii. Recovering the PHI, if possible;



- iii. Shutting down the system that was breached, if applicable;
- iv. Mitigating the breach to the extent possible;
- v. Correcting weaknesses in security practices; and
- vi. Notifying the appropriate authorities including the Sampson County Sheriff's Office if the HIPAA breach involves, or may involve, any criminal activity.

*Investigating and Evaluating the Risks Associated with the Breach*

1. To determine what other steps are immediately necessary, the Privacy Officer in collaboration with the County Attorney will investigate the circumstances of the breach.
  - a. The Director, Operations Chief, Privacy Officer, and County Attorney will review the results of the investigation to determine root cause(es), evaluate risks, and develop a resolution plan.
    - i. The Privacy Breach Assessment tool located in Appendix A to this Policy will help aid the investigation.
  - b. The Privacy Officer, in collaboration with the County Attorney, will consider several factors in determining whether to notify the Department of Health and Human Services and individuals affected by the breach including, but not limited to:
    - i. Whether the PHI was secured or unsecured;
    - ii. Whether the acquisition, access, use, or disclosure of PHI is permitted by HIPAA;
    - iii. Whether the acquisition, access, use, or disclosure of PHI falls within a breach exception, as defined by HIPAA;
    - iv. Whether there is a low probability that the PHI has been compromised based on a risk assessment involving at least the following factors:
      1. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of reidentification;
      2. The unauthorized person who impermissibly used the PHI or to whom disclosure was made;

3. Whether the PHI was actually acquired or viewed;
  4. Whether the risk to the PHI has been mitigated.
- v. The number of individuals affected.

### *Notification*

1. The Privacy Officer will work with the Director, Operations Chief, and the County Attorney to decide the best approach for notification and to determine what may be required by law.
2. If required by law, notification of individuals affected by the HIPAA breach will occur as soon as possible following the breach.
  - a. Affected individuals must be notified without reasonable delay, but in no event later than sixty (60) calendar days after discovery.
    - i. Notices must be in plain language and include basic information, including:
      1. What happened;
      2. Types of PHI involved;
      3. Steps individuals should take;
      4. Steps the covered entity is taking; and
      5. Contact Information for all parties.
    - ii. Notices should be sent by first-class mail or, if the individual agrees, electronic mail. If insufficient or out-of-date contact information is available, then a substitute notice is required as specified below.
  - b. If law enforcement authorities have been contacted, those authorities will assist in determining whether notification may be delayed in order not to impede a criminal investigation.
3. The required elements of notification vary depending on the type of breach and which law is implicated. As a result, the Privacy Officer and County Attorney should work closely to draft any notification that is distributed.



4. Indirect notification such as website information, posted notices, or media releases will generally occur only where direct notification could cause further harm, or contact information is lacking.
  - a. If a breach affects five-hundred (500) or more individuals, or contact information is insufficient, Emergency Services will notify a prominent media outlet that is appropriate for the size of the location with affected individuals, and notice will be provided in the form of a press release. This notification will occur no later than sixty (60) days after the date of discovery of the HIPAA breach.
5. Using multiple methods of notification in certain cases may be the most effective approach.
6. Business associates must notify Emergency Services if they incur or discover a breach of unsecured PHI.
  - a. Notices must be provided without reasonable delay and in no case later than sixty (60) days after discovery of the breach.
  - b. Business associates must cooperate with the Practice in investigating and mitigating the breach.
7. The County Attorney will determine whether notice to the Department of Health and Human Services (HHS) is required.
  - a. Information regarding breaches involving five-hundred (500) or more individuals, regardless of location, must be submitted to HHS at the same time that notices to individuals are issued.
  - b. If a breach involves fewer than five-hundred (500) individuals, Emergency Services will be required to keep track of all breaches and to notify HHS within sixty (60) days after the end of the calendar year.

### *Prevention*

1. Once immediate steps are taken to mitigate the risks associated with the breach, the Privacy Officer will investigate the cause of the breach.
  - a. If necessary, this will include a security audit of physical, organizational, and technological measures.
  - b. This may also include a review of any mitigating steps taken.

2. The Privacy Officer will put into effect adequate safeguards against further breaches.
3. Procedures will be reviewed and updated to reflect the lessons learned from the investigation and regularly thereafter.
4. The resulting plan will also include audit recommendations, if appropriate.

## **Compliance and Enforcement**

The Director, Operations Chief, Privacy Officer, and all supervisors are responsible for enforcing these procedures. Employees who violate these procedures are subject to discipline up to and including termination in accordance with Section 3 of this Policy.

## **Attachments**

Appendix A: Breach Assessment

## **Section 2. Training**

### **Purpose**

A security awareness and training program for all members of Emergency Service's workforce, including supervisors, will be established.

All workforce members shall receive appropriate training concerning Emergency Services HIPAA breach policies and procedures. Such training shall be provided on an ongoing basis to all new employees. Such training shall be repeated at least annually for all employees.

### **Procedure**

1. Training Program
  - a. The Privacy Officer shall have responsibility for the development and delivery of initial training. All workforce members shall receive such initial training addressing the requirements of the HIPAA Security Rule including the updates to HIPAA regulations found in the HITECH Act. Security training shall be provided to all new workforce members as part of the orientation process. Attendance and/or participation in such training shall be mandatory for all workforce members. The Privacy Officer shall be responsible for maintaining appropriate documentation of all training activities.



- b. The Privacy Officer shall have responsibility for the development and delivery of ongoing training provided to workforce members annually and in response to environmental and operational changes impacting the security of PHI, e.g., addition of new hardware or software, and increased threats.

## 2. Security Reminders

- a. The Privacy Officer shall generate and distribute to all workforce members routine security reminders on a regular basis. Periodic reminders shall address password security, malicious software, incident identification and response, and access control. The Security Officer may provide such reminders through formal training, e-mail messages, discussions during staff meetings, screen savers, log-in banners, newsletter/intranet articles, posters, promotional items such as coffee mugs, mouse pads, sticky notes, etc. The Privacy Officer shall be responsible for maintaining appropriate documentation of all periodic security reminders.
- b. The Privacy Officer shall generate and distribute special notices to all workforce members providing urgent updates, such as new threats, hazards, vulnerabilities, and/or countermeasures.

## 3. Protection from Malicious Software

- a. As part of the aforementioned training program and security reminders, the Privacy Officer shall provide training concerning the prevention, detection, containment, and eradication of malicious software. Such training shall include the following:
  - i. Guidance on opening suspicious e-mail attachments, e-mail from unfamiliar senders, and hoax e-mail;
  - ii. The importance of updating anti-virus software and how to check a workstation or other device to determine if virus protection is current,
  - iii. Instructions to never download files from unknown or suspicious sources,
  - iv. Recognizing signs of a potential virus that could sneak past antivirus software or could arrive prior to an update to anti-virus software,
  - v. The importance of backing up critical data on a regular basis and storing the data in a safe place,

- vi. Damage caused by viruses and worms, and
- vii. What to do if a virus or worm is detected.

#### 4. Password Management

- a. As part of the aforementioned training program and security reminders, the Privacy Officer shall provide training concerning password management. Such training shall address the importance of confidential passwords in maintaining computer security, as well as the following requirements relating to passwords:
  - i. Passwords must be changed every 90 days.
  - ii. A user cannot reuse the last 12 passwords.
  - iii. Passwords must be at least eight characters and contain upper case letters, lower case letters, numbers, and special characters.
  - iv. Commonly used words, names, initials, birthdays, or phone numbers should not be used as passwords.
  - v. A password must be promptly changed if it is suspected of being disclosed, or known to have been disclosed.
  - vi. Passwords must not be disclosed to other workforce members (including anyone claiming to need a password to “fix” a computer or handle an emergency situation) or individuals, including family members.
  - vii. Passwords must not be written down, posted, or exposed in an insecure manner such as on a notepad, on the computer or posted on the workstation.
  - viii. Employees should refuse all offers by software and/or Internet sites to automatically login the next time that they access those resources.
  - ix. Any employee who is directed by the Security Officer and/or IT staff to change his/her password to conform to the aforementioned standards shall do so immediately.



## **Section 3. Sanctions**

### **Policy**

It is the policy of Emergency Services that all workforce members must protect the confidentiality, integrity, and availability of PHI and other sensitive information, as defined below, at all times. Emergency Services will impose sanctions/disciplinary actions, as described below, on any individual who accesses, uses, or discloses PHI or other sensitive information without proper authorization. Emergency Services will take appropriate disciplinary action against employees, contractors, or any individuals who violate this Policy or federal and state confidentiality laws and/or regulations, including, but not limited to, HIPAA and HITECH.

### **Purpose**

To ensure that there are appropriate sanctions that will be applied to workforce members who violate the requirements of HIPAA or otherwise access, use, or disclose sensitive information without proper authorization, the Emergency Services' policies, and/or any other federal or state regulatory requirements.

### **Definitions**

Workforce member – Any employee, volunteer, or other person whose conduct, in the performance of work for Emergency Services, is under the direct control of Emergency Services, regardless of whether they are paid. This includes full and part time employees, affiliates, associates, volunteers, and staff from third party entities who provide service to Emergency Services.

Sensitive information –

1. Protected Health Information (PHI) – Individually identifiable health information that is in any form or media, whether electronic, paper, or oral;
2. Electronic Protected Health Information (ePHI) – PHI that is in electronic format;
3. Personnel files – Any information related to the hiring and/or employment of any individual who is or was employed by Emergency Services;
4. Payroll data – Any information related to the compensation of an individual during that individuals' employment with Emergency Services.
5. Financial/accounting records – Any records related to the accounting practices or financial statements of Emergency Services.
6. Other information that is confidential – Any other information that is sensitive in nature or considered to be confidential.

## Violations

Listed below are the types of violations that require sanctions to be applied. They are stated at levels 1, 2, and 3 depending on the seriousness of the violation.

Level	Description of Violation
1	<ul style="list-style-type: none"><li>• Accessing information that you do not need to know to do your job.</li><li>• Sharing computer access codes (user name and password).</li><li>• Leaving a computer unattended that is able to access sensitive information.</li><li>• Disclosing sensitive information with unauthorized persons.</li><li>• Copying sensitive information without authorization.</li><li>• Changing sensitive information without authorization.</li><li>• Discussing sensitive information in a public area or in an area where the public could overhear the conversation.</li><li>• Discussing sensitive information with an unauthorized person.</li><li>• Failing/refusing to cooperate with the Privacy Officer and/or any authorized designee of the Privacy Officer.</li></ul>
2	<ul style="list-style-type: none"><li>• Second occurrence of any Level 1 offense (does not have to be the same offense).</li><li>• Unauthorized use or disclosure of sensitive information.</li><li>• Using another person's computer access code (user name and password).</li><li>• Failing/refusing to comply with a remediation resolution or recommendation.</li></ul>
3	<ul style="list-style-type: none"><li>• Third occurrence of any Level 1 offense (does not have to be the same offense).</li><li>• Second occurrence of any Level 2 offense (does not have to be the same offense).</li><li>• Obtaining sensitive information under false pretenses.</li><li>• Using and/or disclosing sensitive information for commercial advantage, personal gain, or malicious harm.</li></ul>

## Recommended Disciplinary Actions

In the event that a workforce member violates Emergency Services' policies and/or violates HIPAA, the following recommended disciplinary actions will apply.



Violation Level	Recommended Disciplinary Action
1	<ul style="list-style-type: none"> <li>• Verbal or written reprimand</li> <li>• Retraining on privacy/security awareness</li> <li>• Retraining on Emergency Services' policies</li> <li>• Retraining on the proper use of internal or required forms</li> </ul>
2	<ul style="list-style-type: none"> <li>• Written Warning and/or suspension</li> <li>• Retraining on privacy/security awareness</li> <li>• Retraining on the Practice's privacy and security policies</li> <li>• Retraining on the proper use of internal or required forms</li> </ul>
3	<ul style="list-style-type: none"> <li>• Termination of employment or contract</li> <li>• Civil penalties as provided under HIPAA or other applicable law</li> <li>• Criminal penalties as provided under HIPAA or other applicable law</li> </ul>

Important Note: The recommended disciplinary actions are identified in order to provide guidance in policy enforcement and are not meant to be all-inclusive. If formal discipline is deemed necessary, the Director will consult with Human Resources prior to taking action. When appropriate, progressive disciplinary action steps shall be followed allowing the employee to correct the behavior which caused the disciplinary action.

**Exceptions**

Depending on the severity of the violation, any single act may result in disciplinary action up to and including termination of employment or contract with the Practice.

**Acknowledgment**

I, the undersigned employee or contractor, hereby acknowledges receipt of a copy of the foregoing HIPAA Breach Notification Policy.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Signature of Employee**

\_\_\_\_\_  
**Signature of Supervisor**

**BREACH ASSESMENT FORM**

1) Was Protected Health Information (PHI) Involved?  Yes  No

2) Was the PHI encrypted?  Yes  No

3) Description of breach:

a) What data elements have been breached?

b) What possible use is there for the information? For instance, can the information be used for fraudulent or otherwise harmful purposes?

c) What was the date that the breach was discovered? \_\_\_\_\_

d) What is believed to be the date that the breach occurred? \_\_\_\_\_

2) Cause and Extent of the Breach

a) What was the cause of the breach?

b) Is there a risk of ongoing or further exposure of the information?  Yes  No

c) What was the extent of the unauthorized acquisition, access, use, or disclosure, including the number of likely recipients and the risk of further acquisition, access, use, or disclosure, including in mass media or online?



d) Is the PHI encrypted or otherwise not readily accessible?  Yes  No

e) What steps have already been taken to mitigate the breach?

3) Individuals Affected by the Breach

a) How many individuals are affected by the breach?

4) Foreseeable Harm from the Breach

a) Is there any relationship between the unauthorized recipients and the data subject?  
 Yes  No

b) Is any of the information or the individual whose information was compromised subject to additional protections, such as court orders, temporary restraining orders, or protections from harm?

5) What harm to the individuals will result from the breach? Harm that may occur includes:

Security risk (e.g., physical safety)

Identity theft or fraud

Loss of business or employment opportunities

Hurt, humiliation, damage to reputation or relationships

Other (please specify):

6) What harm could result to the organization as a result of the breach?

Loss of trust in the organization

Loss of assets

Financial exposure

Other (please specify):

7) What harm could result to the public as a result of the breach?

Risk to public health

Risk to public safety

Other (please specify):

### HIPAA/HITECH Analysis

#### 1. Breach Analysis

- a. Determine whether the breached information was Protected Health Information (individually identifiable health information as defined by HIPAA). If not, HIPAA/HITECH breach reporting requirements do not apply and the analysis below is not necessary.
- b. If breached information was PHI, determine whether the PHI was secured or unsecured. Unsecured PHI is defined as PHI that is not secured through a means that HHS has approved as rendering the PHI unusable or unreadable to unauthorized persons.<sup>1</sup> If PHI was secured, no reporting is necessary under HIPAA and you can proceed to Step 2.

---

<sup>1</sup> As of the date of drafting, the following guidance was provided – COVERED ENTITY should review published guidance periodically to see if additional guidance was issued:

1) Electronic PHI has been encrypted as specified in the HIPAA Security Rule by "the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key" and such confidential process or key that might enable decryption has not been breached. The encryption processes identified below have been tested by the National Institute of Standards and Technology (NIST) and are judged by HHS to meet this standard.

i) Valid encryption processes for data at rest are consistent with NIST Special Publication 800-111, *Guide to Storage Encryption Technologies for End User Devices*.



- c. If PHI was unsecured, it constitutes an official breach under HIPAA if it “compromises the security or privacy of the PHI” and does not meet one of the exceptions to breach.
  - i. Compromises the security or privacy – this means that it poses a significant risk of financial, reputational or other harm to the individual. Sections 2 and 4 of the Privacy Breach Questionnaire should assist with this analysis. Key factors to consider:
    - 1. To whom was the information disclosed?
    - 2. What type of information was breached?
    - 3. How easily can the information be redistributed?
  - ii. Exceptions to breach (these factors are fairly subjective and any analysis resulting in the conclusion that a disclosure meets one of these exceptions should be documented and retained for seven years):
    - 1. Good faith and unintentional acquisition, access or use by a person working under the authority of a covered entity or business associate, which is within the scope of authority and does not result in further use or disclosure.
    - 2. Disclosures between persons at the same covered entity, business associate or organized health care arrangement if persons are authorized and information will not be further used or disclosed.
    - 3. Disclosure where the covered entity or business associate has the good faith belief that the information could not have been retained (for example, a person drops their jump drive overboard on a moving cruise ship).

- 
- ii) Valid encryption processes for data in motion are those that comply with the requirements of Federal Information Processing Standards (FIPS) 140-2. These include, as appropriate, standards described in NIST Special Publications 800-52, *Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations*; 800-77, *Guide to IPsec VPNs*; or 800-113, *Guide to SSL VPNs*, and may include others which are FIPS 140-2 validated.
  - 2) The media on which the PHI is stored or recorded has been destroyed in one of the following ways:
    - i) Paper, film, or other hard copy media have been shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed.
    - ii) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, *Guidelines for Media Sanitization*, such that the PHI cannot be retrieved.

- d. If the disclosure is found to meet one of these exceptions or is not found to compromise the security or privacy of the PHI, proceed to Step 2. If the disclosure does not meet one of the exceptions to breach, and it is found to compromise the security or privacy of the PHI, the next step is to determine how to mitigate the breach and protect the individual. Part of the mitigation and protection efforts would include notification, but they may also include instituting additional security measures, changing a person's account number, notifying police of the breach and other appropriate measures.
- e. After determining and instituting mitigation and protection efforts, Emergency Services must fulfill its obligations to notify the affected individuals of the breach. Notice must be provided within 60 days of discovery<sup>2</sup>, unless authorized to delay by law enforcement personnel. First, Emergency Services should determine how notice should be sent to the individual. The following rules apply:
  - i. If contact information is sufficient and no more than 500 residents in the state are affected, written notification should be sent by first class mail.
  - ii. If contact information is not sufficient for more than 10 individuals, notification must also be on the Emergency Services home page and in major media (print or broadcast).
  - iii. If more than 500 residents are affected, notification must also be made to major media, even if contact information is sufficient for all affected persons.
- f. Notice should be carefully drafted to include the following required information, without any unnecessary information that may result in additional questions or concerns from affected individuals:
  - i. Brief description of the breach, including the date of the breach and date of discovery.
  - ii. Description of the types of PHI involved.
  - iii. Steps the individual should take to protect themselves.
  - iv. Brief description of steps Emergency Services is taking to mitigate, investigate and protect (careful not to disclose information that could hamper any ongoing investigation).

---

<sup>2</sup> Discovery is defined as when the breach is known or should reasonably have been known.



- v. Contact procedures for questions or additional information, including a toll-free telephone number, email, Web site or address.
  - g. If more than 500 persons are affected, notice must also be provided to the U.S. Department of Health and Human Services. If 500 or less are affected, the notice should be kept in an annual log of breaches.
- 2. Breach Analysis Follow-Up: Once the breach analysis is complete and notice is provided, Emergency Services should review policies, procedures and security measures to incorporate any necessary updates or changes.

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

8643

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Donald Norman Ringley in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2016</u>	\$ <u>160.98</u>
}	\$ _____
}	\$ _____
}	\$ _____
}	\$ _____
}	\$ _____
TOTAL REFUND	\$ <u>160.98</u>

These taxes were assessed through clerical error as follows.

Bill # 0042152994  
5N3160  
Tag Turned in (traded)  
2016 Indi mc

602	County Tax	<u>124.12</u>
301	School Tax	<u>21.82</u>
F19	Fire Tax	<u>15.04</u>
	City Tax	_____
	TOTAL \$	<u>160.98</u>

Mailing Address.

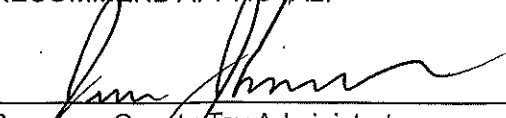
665 CEDAR LAKE LN  
CLINTON, NC 28328

Yours very truly

  
\_\_\_\_\_  
Taxpayer

Social Security # \_\_\_\_\_

RECOMMEND APPROVAL:

  
\_\_\_\_\_  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_









**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

**P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082**

**8648**

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Bryan Martin Kimbro in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2017</u>	\$ <u>157.22</u>
§	\$ _____
§	\$ _____
§	\$ _____
§	\$ _____
§	\$ _____
TOTAL REFUND	\$ <u>157.22</u>

These taxes were assessed through clerical error as follows.

Bill # 0040468254  
EAP 7399  
Tag Turn In (sold)  
2011 Chev

602 County Tax 157.22  
 School Tax \_\_\_\_\_  
 Fire Tax \_\_\_\_\_  
 City Tax \_\_\_\_\_  
 TOTAL \$ 157.22

Mailing Address.

X 3246 Faison Hwy  
Clinton NC

Yours very truly

Bryan Kimbro  
Taxpayer

Social Security # \_\_\_\_\_

RECOMMEND APPROVAL

Jim Johnson  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date Initials

**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

8616

JIM JOHNSON  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Henry Elliott Moore Jr.  
\_\_\_\_\_ in SC \_\_\_\_\_ Township, Sampson County, for  
the year(s) and in the amount(s) of:

YEAR	
<u>2016</u>	\$ <u>1,053.50</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL REFUND \$ 1,053.50

These taxes were assessed through clerical error as follows.

*Doubled billed in 2016*  
*1996 Weatherly Aircraft*  
*Fixed Wing Single Engine*

G01	County Tax	<u>813.40</u>
S01	School Tax	<u>142.10</u>
F19	Fire Tax	<u>98.00</u>
	City Tax	_____
TOTAL \$		<u>1,053.50</u>

Mailing Address.

Henry Elliott Moore Jr  
3076 Garland Hwy  
Clinton NC 28328

Yours very truly

*Henry E. Moore Jr*  
Taxpayer

X Social Security # \_\_\_\_\_

RECOMMEND APPROVAL

*Jim Johnson*  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_



3625705-157-2-2

SAMPSON COUNTY TAX OFFICE  
TAX LISTING DEPARTMENT  
PO BOX 1082  
CLINTON NC 28329

# SAMPSON COUNTY North Carolina

SAMPSON COUNTY  
2016 PROPERTY TAX  
LISTING FORM  
Visit our website at [www.sampsonnc.com](http://www.sampsonnc.com)  
for additional information

3625705 5611-PPL 157 2 2 2



MOORE, HENRY ELLIOTT JR  
3076 GARLAND HWY  
CLINTON NC 28328-7245

# 3472

TOWNSHIP	SOUTH CLINTON		ACCOUNT #	714360	
CITY	SCHOOL	FIRE DISTRICT			
	S01	F19			
YOUR EMPLOYER					
SPOUSE'S EMPLOYER					
YOUR BIRTH DATE			SPOUSE'S BIRTH DATE		
04/01/40			2-16-1941		
HOME PHONE			CELL PHONE		
910-592 3794					
SPOUSE'S NAME GRALIE					
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <p><b>RECEIVED</b> POSTMARK DATE <b>JAN 04 2016</b> SAMPSON COUNTY TAX OFFICE</p> </div>					
LATE LIST					

A. Information  
Name and Address (please make corrections)

HELP: If you need assistance completing this form, you may come to the Tax Administration Office at 126 W Elizabeth Street, Clinton, NC 28328. Our office hours are 8:00 A.M. until 5:00 P.M. Monday - Friday. Or call (910) 592-8146, option 2 for the listing department.

To avoid a late list penalty, complete and return no later than January 31, 2016 to:  
PO Box 1082 Clinton, NC 28329

Exemption Amount \_\_\_\_\_

B. REAL ESTATE  
SAMPSON COUNTY HAS A PERMANENT REAL ESTATE LISTING SYSTEM. THEREFORE REAL ESTATE IS AUTOMATICALLY LISTED FOR YOU. COMPLETE THIS SECTION IF YOU HAVE MADE ANY IMPROVEMENTS TO YOUR REAL PROPERTY SINCE LAST JANUARY.

DESCRIBE IMPROVEMENT: \_\_\_\_\_

COST \_\_\_\_\_ PERCENT COMPLETE JAN. 1, 2016 \_\_\_\_\_

C. TAX YEAR 2016 PERSONAL PROPERTY LISTING SECTION  
To avoid penalty, return no later than January 31, 2016

VEHICLES THAT ARE TAGGED/LICENSED THROUGH DMV ARE BILLED SEPARATELY

This section contains Personal Property that was listed for 2015, Mark through any personal property that you no longer own.

ITEM	OFFICE USE	OFFICE USE
MV MV_AIRPLANE 100,000 1996 weatherly 420B 1st May write letter w/ RF sheet discover doubled bill 3 month	Hold till May 30 J in car report mon funds next yr budget Doubled billed RF \$ 1053.50 pl	8/29/16

List any additional personal property that you owned as of January 1, 2016, that is not shown above. Personal property includes Single Wide Mobile Homes, Boats, Motors, Jet Skis, other watercraft, Aircraft, and Non-Licensed Vehicles. Do not list vehicles that are tagged/licensed with the DMV. (Attach additional information if necessary) If you have a Double Wide that has never been listed list it here.

TYPE	YEAR	MAKE	MODEL	SIZE/HP	YEAR AQUIRED	COST	VIN #	OFFICE USE

If you own a Mobile Home whose land is it located on: \_\_\_\_\_

D. Affirmation G.S. 105-310. 311

Under penalties prescribed by law, I hereby affirm that to the best of my knowledge and belief, this listing, including any accompanying statements, inventories, schedules, and other information is true and complete. (If this affirmation is signed by an individual other than the taxpayer, he affirms that he is familiar with the extent and true value of all the taxpayer's property subject to taxation in this county and that his affirmation is based on all the information of which he has any knowledge).

Signed: Henry E. Moore Jr

Date: 1-3-2016

REG. 1987 S.W.C. 01/20/11 T.H.H.1156

# SAMPSON COUNTY North Carolina

## SAMPSON COUNTY 2016 PROPERTY TAX LISTING FORM

SAMPSON COUNTY TAX OFFICE  
TAX LISTING DEPARTMENT  
PO BOX 1082  
CLINTON NC 28329

Visit our website at [www.sampsonnc.com](http://www.sampsonnc.com)  
for additional information

3625705 5611-PPL 157 1 2 2



MOORE, HENRY ELLIOTT JR  
3076 GARLAND HWY  
CLINTON NC 28328-7245

# 3471

TOWNSHIP <b>SOUTH CLINTON</b>		ACCOUNT # <b>714360</b>
CITY	SCHOOL <b>S01</b>	FIRE DISTRICT <b>F19</b>
YOUR EMPLOYER		
SPOUSE'S EMPLOYER		
YOUR BIRTH DATE <b>04/01/40</b>		SPOUSE'S BIRTH DATE <b>2-16-1941</b>
HOME PHONE <b>910 592 3794</b>		CELL PHONE
SPOUSE'S NAME <b>GRACIE</b>		
LATE LIST		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: auto;"> <p style="text-align: center; font-weight: bold; margin: 0;">RECEIVED POSTMARK DATE</p> <p style="text-align: center; font-size: 1.5em; font-weight: bold; margin: 5px 0 0 0;">JAN 04 2016</p> <p style="text-align: center; font-weight: bold; margin: 0;">SAMPSON COUNTY TAX OFFICE</p> </div>

6811999, 11/02/15 PMS 206, 109

**A. Information**

Name and Address (please make corrections)

HELP: If you need assistance completing this form, you may come to the Tax Administration Office at 126 W Elizabeth Street, Clinton, NC 28328. Our office hours are 8:00 A.M. until 5:00 P.M. Monday - Friday. Or call (910) 592-8146, option 2 for the listing department.

To avoid a late list penalty, complete and return no later than  
January 31, 2016 to:  
PO Box 1082 Clinton, NC 28329

Exemption Amount \_\_\_\_\_

**B. REAL ESTATE**

SAMPSON COUNTY HAS A PERMANENT REAL ESTATE LISTING SYSTEM. THEREFORE REAL ESTATE IS AUTOMATICALLY LISTED FOR YOU. COMPLETE THIS SECTION IF YOU HAVE MADE ANY IMPROVEMENTS TO YOUR REAL PROPERTY SINCE LAST JANUARY.

DESCRIBE IMPROVEMENT: \_\_\_\_\_  
COST \_\_\_\_\_ PERCENT COMPLETE JAN. 1, 2016 \_\_\_\_\_

**C.**

**TAX YEAR 2016 PERSONAL PROPERTY LISTING SECTION**  
To avoid penalty, return no later than January 31, 2016

VEHICLES THAT ARE TAGGED/LICENSED THROUGH DMV ARE BILLED SEPARATELY

This section contains Personal Property that was listed for 2015, Mark through any personal property that you no longer own.

ITEM	OFFICE USE	OFFICE USE
MV MV_07_BOAT <b>5380 on WL</b> <b>Airplane 96 Weatherly 620B</b>	<b>you.</b>	2

List any additional personal property that you owned as of January 1, 2016, that is not shown above. Personal property includes Single Wide Mobile Homes, Boats, Motors, Jet Skis, other watercraft, Aircraft, and Non-Licensed Vehicles. Do not list vehicles that are tagged/licensed with the DMV. (Attach additional information if necessary) If you have a Double Wide that has never been listed list it here.

TYPE	YEAR	MAKE	MODEL	SIZE/HP	YEAR ACQUIRED	COST	VIN #	OFFICE USE

If you own a Mobile Home whose land is it located on: \_\_\_\_\_

**D. Affirmation G.S. 105-310. 311**

Under penalties prescribed by law, I hereby affirm that to the best of my knowledge and belief, this listing, including any accompanying statements, inventories, schedules, and other information is true and complete. (If this affirmation is signed by an individual other than the taxpayer, he affirms that he is familiar with the extent and true value of all the taxpayer's property subject to taxation in this county and that his affirmation is based on all the information of which he has any knowledge).

Signed: Henry E. Moore Date: 1-3-2016



**91 WEATHERLY 620A • FOR SALE BY OWNER • TTAF 4221 TSMOH**  
 116hrs Tulsa Premium overhaul 1000hr cylinder guarantee. Prop 116 since overhaul. Oil filter, oil tank heater, smoker. Stainless booms and spray valve. Recent gear bushings, Trimble GPS with moving map and flow control. Factory night lights. No damage history, always hangered. NW Kansas airplane last 19 years. Out of annual, \$95000 with current annual or \$92500 as is. Located Goodland Ks. Robert Middleton 785-899-8409 or • Contact Robert A. Middleton, Owner - located Goodland, KS USA • Telephone: 785 899 8409 . 785 899 5781 .  
 • Posted June 17, 2016 • [Show all Ads posted by this Advertiser](#) • [Recommend This Ad to a Friend](#) • [Email Advertiser](#) • [Save to Watchlist](#) • [Report This Ad](#) • [View Larger Pictures](#)



**1978 WEATHERLY 201C • \$60,000 • FOR SALE •** This is a 1978 Weatherly 201C It has only 6118 TTAF, 147 SMOH, Covington Engine Overhaul, 620 heavy duty landing gear and wing tips. Trimble GPS. This plane is in Mediapolis, Iowa. \$60,000 Call Larry Sharar at 319 394-3727 or Bob Sharar at 319 759-2048 • Contact Timothy Binder, Friend of Owner - located Burlington, IA USA • Telephone: 319 572-3745 . • Posted June 10, 2016 • [Show all Ads posted by this Advertiser](#) • [Recommend This Ad to a Friend](#) • [Email Advertiser](#) • [Save to Watchlist](#) • [Report This Ad](#) • [View Larger Pictures](#)



**WEATHERLY • \$110,000 • FOR SALE •** 1995 Weatherly 620B. 3026TT, 1016 SMOH by Tulsa, North Dakota aircraft since new, owner retired farmer, Transland stainless boom system, spreader, Satloc Litestar II, s/n 1587, has the longer engine mount, color is white with teal and silver stripes, AD complied with, NDH. • Contact T. G. - FLYING G AVIATION, INC. located Drayton, ND USA • Telephone: 701-520-3196 . 701-454-6588 . • Posted May 29, 2016 • [Show all Ads posted by this Advertiser](#) • [Recommend This Ad to a Friend](#) • [Email Advertiser](#) • [Save to Watchlist](#) • [Report This Ad](#)

**Parke**  
 Cleveland  
 BE  
 FOR  
 Selling  
 for Les  
 Making  
 World  
 877-727  
 airpower  
 Ak  
 Offer  
 Valuat  
 Purch  
 Consign  
 Trade Tra  
 DOD  
 INTERNA  
 SELL YOUR IN

**Aircraft  
Inquiries**

FAA Home » Licenses & Certificates » Aircraft Certification » Aircraft Registration » Aircraft Inquiry » N-Number Inquiry

**FAA REGISTRY**

**N-Number Inquiry Results**

**N90225 is Assigned**

Data Updated each Federal Working Day at Midnight



- N-number
- Serial Number
- Name
- Make / Model
- Engine Reference
- Dealer
- Document Index
- State and County
- Territory and Country
- Pending / Expired / Canceled Registration Reports
- Recent Registration
- N-number Availability
- Request A Reserved N-Number
  - Online
  - In Writing
- Reserved N-Number Renewal
  - Online
- Request for Aircraft Records
  - Online
- Help
- Main Menu
- Aircraft Registration
- Aircraft Downloadable Database
- Definitions
- N-Number Format
- Registrations at Risk
- Contact Aircraft Registration

		Aircraft Description		
Serial Number	1622	Status	Valid	
Manufacturer Name	WEATHERLY AVIATION CO INC	Certificate Issue Date	02/13/2008	
Model	620B	Expiration Date	09/30/2019	
Type Aircraft	Fixed Wing Single-Engine	Type Engine	Reciprocating	
Pending Number Change	None	Dealer	No	
Date Change Authorized	None	Mode S Code (base 8 / oct)	53074526	
MFR Year	1996	Mode S Code (base 16 / hex)	AC7956	
Type Registration	Individual	Fractional Owner	NO	

**Registered Owner**

Name	MOORE HENRY E		
Street	3076 GARLAND HWY		
City	CLINTON	State	NORTH C
County	SAMPSON	Zip Code	28328-724
Country	UNITED STATES		

**Airworthiness**

Engine Manufacturer	P&W	Classification	Restricted
Engine Model	R-985 SERIES	Category	Agriculture and Pest Control
A/W Date	05/10/1996		

The information contained in this record should be the most current Airworthiness information available in the historical aircraft record. However, this alone does not provide the basis for a determination regarding the airworthiness of an aircraft or the current aircraft configuration. For specific information may request a copy of the aircraft record at <http://aircraft.faa.gov/e.gov/ND/>

**Other Owner Names**

None

**Temporary Certificates**

None

**Fuel Modifications**

None

Data Updated each Federal Working Day at Midnight







Bill Information

Year 2016 Category PP-R Number 3472

Notes/Alerts JAN 1 Owner: MOORE, HENRY ELLIOTT

- Original Bill, Reprint, Garnish, Preferences, Diagnostics

Special Conditions/Notes, View prior unpaid bills

Effective Date Due 03/12/2018

Billed Item Information Year\_Property 2016\_71436015 Property ID View Source

Customer Information

Customer ID 714360 MOORE, HENRY ELLIOTT JR 3076 GARLAND HWY CLINTON, NC 28328 5923794 View Bills

Property Information

Parcel ID 71436015 Prop ID 71436015 Prop Loc View Bills

Installments Charges History Events Audits

Order	Activity Type	Entry Date	Entry	mer ID	Customer Name	Amount	Payment Method	Check/Ref Number	Paid By	Clerk	Reason
23	PAYMENT	08/29/2016	09	216260	MOORE, HENRY ELLIOTT	1,053.50	BANK XFER		locibox	990sabba	

*pd in 20% Discout*



Pers prop ID

71436015

Tax year(s)

2016

Parcel

Current owner names

Add'l names?

Street

MOORE, HENRY ELLIOTT JR

Chgs/Taxes Values

Juris	15	Class	PP	Status	A	DBA	Own
Subdiv		Bus-cd	List	L	Field audit	By	Exempt
Uet yr	0	Filed?			Desk audit	By	
Created	01/25/1999						
Class	Assesmnt	100,000.00	Description	Tax/exem	Rate	Amount	Totals
MV			MOTOR VEHICLE	F19	.100000	100.00	Taxes
				G01	.830000	830.00	1,075.00
				S01	.145000	145.00	Exempt/abated
							.00
Total							Net taxes
							1,075.00

Display charges and taxes for the current record.

OVR





Bill Information

Year: 2016 Category: PP-R Number: 3471

Notes/Alerts

JAN 1 Owner: MOORE, HENRY ELLIOTT

- Original Bill
- Reprint
- Garnish
- Preferences
- Diagnostics

[Special Conditions/Notes](#)  
[View prior unpaid bills](#)

Effective Date: Due 07/24/2018

Billed Item Information

Year\_Property: 2016\_26672 [View Source](#)  
 Property ID: [ ]

Customer Information

Customer ID: 714360 [View Bills](#)  
 MOORE, HENRY ELLIOTT JR  
 3076 GARLAND HWY  
 CLINTON, NC 28328  
 5923794

Property Information

Parcel ID: [ ]  
 Prop ID: 26672 [View Bills](#)  
 Prop Loc: [ ]

Installments: Charges History Events Audits

Receipt Number	Customer ID	Customer Name	Amount Paid By	Act Entry Date	Entry Time	Effective Date	Batch Number	Released	Department
2904701	714360	MOORE, HENRY ELLIOTT JR	1-110-17 100000X	PA...	08/29/2016	09:52:20	08/29/2016	16307 Y	TAX



Chgs/Taxes  
Values

Pers prop ID: 26672  
 Parcel: \_\_\_\_\_  
 Street: \_\_\_\_\_  
 Unit: \_\_\_\_\_

Tax year(s): 2016  
 Current owner names: MOORE, HENRY ELLIOTT JR  
 Add'l names?: \_\_\_\_\_

Juris	15	Class	PP	Status	A	DBA	Own	Exempt
Subdiv		Bus-cd		List	L	Field audit	By	
List yr	0	Filed?		N		Desk audit	By	
Created	10/17/2011							
Class	Assessmnt	Description	Tax/exem	Rate	Amount	Totals		
MV	5,380.00	MOTOR VEHICLE	F19	.100000	105.38	Taxes		
MV	100,000.00	MOTOR VEHICLE	S01	.145000	152.80		1,132.83	
			G01	.836000	874.65	Exempt/abated		.00
Total						105,380.00	Net taxes	1,132.83

Display charges and taxes for the current record.

QWR

# OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

8523

**JIM JOHNSON**  
Tax Administrator

Telephone 910-592-8146  
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS  
406 COUNTY COMPLEX ROAD, BUILDING C  
CLINTON, NORTH CAROLINA 28328

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Kosterman Chiropractic Center, P.A. in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2017	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>3546.65</u>

ID# 32274

These taxes were assessed through clerical error as follows.

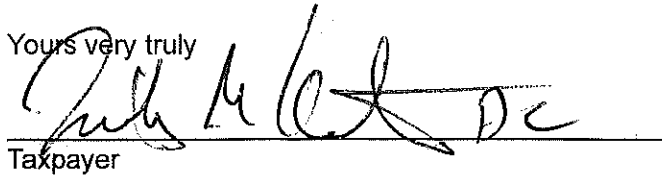
*cut # 24025  
wns RE / Leasehold improvements billed  
leasehold improvements listed  
in error. Building Additions  
Assessed AS REAL property.*

G01	County Tax	<u>2135.75</u>
S01	School Tax	<u>375.38</u>
	Fire Tax	<u>0</u>
C02	City Tax	<u>1035.52</u>
	TOTAL \$	<u>3546.65</u>

Mailing Address.

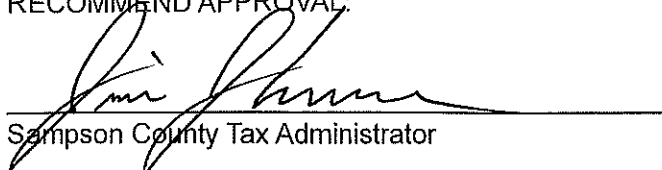
Kosterman Chiropractic Center P.A.  
401 Cooper Drive  
Clinton, NC 28328

Yours very truly

  
Taxpayer

Federal ID# \_\_\_\_\_  
Social Security # \_\_\_\_\_

RECOMMEND APPROVAL:

  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_





Bill Information

Year: 2017  
 Category: PP-R  
 Number: 2863

Notes/Alerts  
 JAN 1 Owner: KOSTERMAN CHIROPRACT

Special Conditions/Notes  
 View prior unpaid bills

Effective Date  
 Due 07/17/2018

Billed Item Information  
 Year\_Property: 2017\_32274  
 Property ID: 32274  
 View Source

Customer Information

Customer ID: 24025  
 KOSTERMAN CHIROPRACTIC CENTER, P.A.  
 401 COOPER DR.  
 CLINTON, NC 28328  
 View Bills

Property Information

Parcel ID  
 Prop ID: 32274  
 Prop Loc  
 View Bills

- Original Bill
- Reprint
- Garnish
- Preferences
- Diagnostics

Installments Charges History Events Audits

Due Date	Billed	Abt/Adj	Unpaid	Interest Paid	Interest Due	Total Due
09/01/2017	7,439.74	0.00	0.00	0.00	0.00	0.00
Totals:	7,439.74	0.00	0.00	0.00	0.00	0.00

Purchase Year	Purchase Amount	Acquisitions	Removals	Percent Good	Depreciated Value
1997	812	0	0	25	203
1998	1,291	0	0	25	323
1999	1,146	0	0	25	287
2001	7,078	0	0	25	1,770
2006	36,141	0	0	45	16,263
2007	47,007	0	0	50	23,504
2015	214,438	0	0	90	192,994

Column	Total
Purchase Amount	307,913
Acquisitions	0
Removals	0
Depreciated Value	235,344

Search / Filter: [Q] [Y] [X] [ ] [ ] [Go] [ ] [ ] [Record: 1 of 7] [OVR]

235,344 <sup>501</sup>  
 x .145  
 -----  
 341,25  
 34.13 LL  
 -----  
 375.38

235,344 <sup>501</sup>  
 x .825  
 -----  
 1941.59  
 194.16 LL  
 -----  
 2135.75

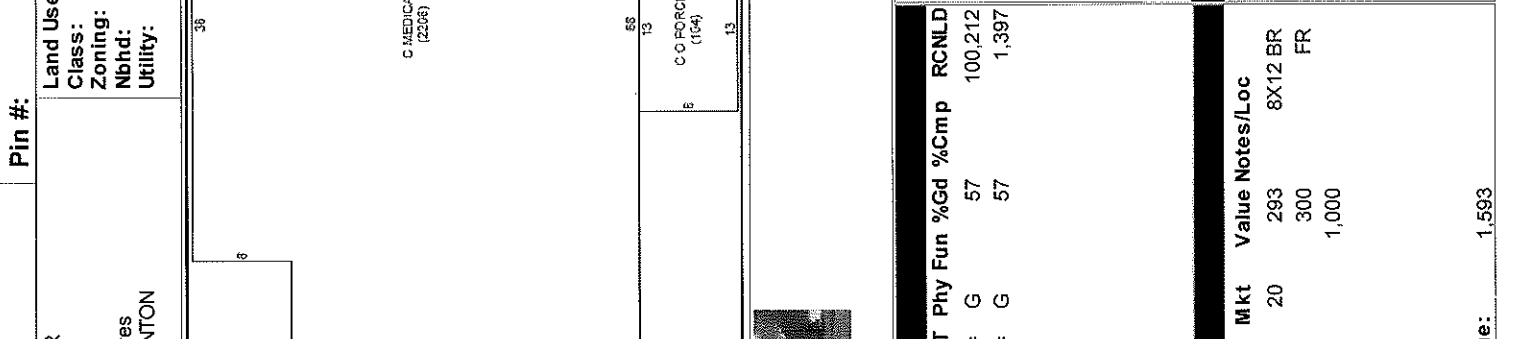
235,344 <sup>502</sup>  
 x .40  
 -----  
 941.38  
 94.14 LL  
 -----  
 1035.52

**12058920001**      **Map # : 3C 13 9**      **401 COOPER DR**      **Pin #:**      **Route #: 84000**  
**401 COOPER DR**      **SAMPSON CO. NC**  
**CID: 49515**      **1 of 2**  
**KOSTERMAN, TIMOTHY M DR**      **Print Date: 06/29/2018 11:28 am**  
**3308 PINNACLE PL**      **Review Code: P**  
**WILMINGTON NC 28411**      **Utility: A**      **Review Date:**      **Township: 12 - NORTH CLINTON**

**COMMERCIAL BUILDING DATA**  
**KOSTERMAN CHIROPRACTIC CTR**  
 Structure: C40 Medical  
 Grade: C-1  
 Building # 1      Yr Bilt: 1962      % Comp: 100  
 Units/Ident:      Eff Yr: 1968      RCN: 178,260  
 Mkt Adj:      Area: 2,312      RCN \$/SF: 77.10  
 C&D%:      Heated: 2,312      Value: 101,609  
 % Good:      CDU:      Val \$/SF: 43.95

**COMMERCIAL FEATURE DATA**  

S#	Feature	Units	Measure	Area	Value
1	C Medical	1	2208x1		185,065
2	C O Porch	1	104x1		2,579



**ENTRANCE**  
 Date:      Rev Type:

**APPRAISED VALUES**  
 Land: 42,375  
 Improvement: 166,901  
 Outbuildings: 1,593  
 Total Appraisal: 210,869

**PERMITS**  
 Date: 05/18/15      Num: B15-00021      Price:

**SALES**  
 Date: 11/14/06      Book: 1647      Page: S/T      Valid: 400      Price:

**LAND**

S#	Lvl	Int/Fin	Area	Perim	Use	Type	Wt	Ext	Wall	Cns	PT	HT	AC	PB	LT	Phy	Fun	%Gd	%Cmp	RCNLD	L#	Typ	Cd	Descr	Size	BRate	INF	Intf%	Vc%	AdjRate	Value																							
1	01:01	100	2,208	208	Main	Area														100,212	1	G	8	Lot	14,850	30,000				88,002	30,000																							
2	01:01	104	42	C O	Porch															1,397	2	F	7P	Resident Y	13,500	138				39,932	12,375																							
																							Total																														42,375	

**NOTES**

L#	COMINT
1	DR'S OFFICE LOCATION 401 COOPER ST
3	THIS IS ALSO 400 VANN ST PER MB87/26 IT IS .65AC (12/03/2014)
4	PER MB87/26 12-001444-01 IS C/W THIS TO MAKE LOT 1 (12/03/2014)
2	FROM DR FRANK & NINA KOSTERMAN 1647/400 11/14/06 LOT 14 MB2

**OUTBUILDINGS**

S#	Code	Units	YrBilt	Dim	Area	Mod	Cd	Grd	Cond	Func	%Cmp	%Gd	Mkt	Value	Notes/Loc
2	62	1			96	A	A		A	40	20	293	8X12	BR	
3	62	1				C	A		A	40	300		FR		
4	43	1				C	A		A	40	1,000				

**Total Value: 1,593**

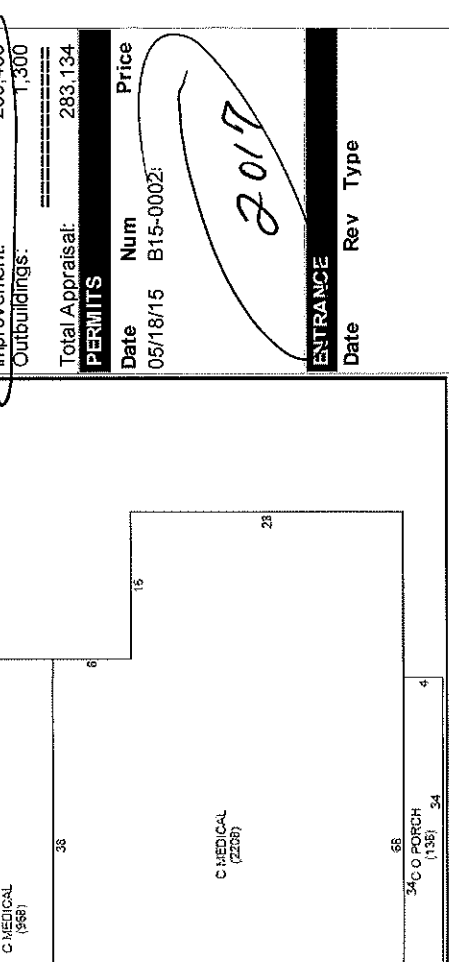


**12058920001**      **Map #: 3C 13 9**      **Pin #:**      **Route #: 84000**  
 401 COOPER DR      401 COOPER DR      **SAMPSON CO, NC**  
**CID: 49515**      **1 of 2**  
**KOSTERMAN, TIMOTHY M DR.**      **Print Date:** 06/29/2018 11:27 am  
**3308 PINNACLE PL**      **Review Code:** P      **Review Date:**      **Township:** 12 - NORTH CLINTON  
**WILMINGTON NC 28411**      **Deeded: .65 Acres**      **Utility:** A      **12 - NORTH CLINTON**

**COMMERCIAL BUILDING DATA**  
**KOSTERMAN CHIROPRACTIC CTR**  
 Structure: C40 Medical  
 Grade: C-1  
 Building # 1      Yr Bilt: 1962      %Comp: 100  
 Units/Ident:      Eff Yr: 1980      RCN: 257,580  
 Mkt Adj:      Area: 3,312      RCN \$/SF: 77.77  
 C&D%:      Heated: 3,312      Value: 177,730  
 % Good:      CDU:      Val \$/SF: 53.66

**COMMERCIAL FEATURE DATA**  

S#	Feature	Units	Measure	Area	Value
1	C Medical	1	2208x1		185,065
3	C Medical	1	968x1		82,850
4	C O Porch	1	4x34		3,223



**APPRaised VALUES**  
 Land: 42,375  
 Deferral: 0  
 Improvement: 239,459  
 Outbuildings: 1,300  
 Total Appraisal: 283,134  
**PERMITS**  
 Date: 05/18/15      Num: B15-0002:      Price:  
 ENTRANCE  
 Date:      Rev Type:

**SALES**  
 Date: 11/14/06      Book: 1647      Page: S/T      Valid: 400      Price:

**LAND**

L#	Type	Cd	Descr	Size	BRate	INF	Inf%Vc%	AdjRate	Value
1	G	8	Lot	14,850	30,000			88,002	30,000
2	F	7P	Resident Y	13,500	138			39,932	12,375
<b>Total</b>									42,375

**COMMERCIAL INT/EXT SECTION DATA**

S#	Lvl	Int/Fin	Area	Perim	Use	Type	W	Ht	AC	PB	LT	Phy	Fun	%Gd	%Cmp	RCNLD	HT	AC	PB	LT	Phy	Fun	%Gd	Mkt	Value	Notes/Loc	
1	01:01	100	2,208	208	Main Area	Brick/St	1	=	=	=	G			69	69	121,309											
3	01:01	968	178	Main Area	Brick/St	1	=	=	=	G				69	69	54,310											
4	01:01	136	76	C O Porch	None	1	N	N	N	N	G			69	69	2,111											

**OUTBUILDINGS**

S#	Code	Units	YrBilt	Dim	Area	Mod	Cd	Grd	Cond	Func	%Cmp	%Gd	Mkt	Value	Notes/Loc
3	62	1					C	A				40	40	300	METAL STORAGE
4	43	1					C	A				40	40	1,000	
<b>Total Value:</b>														1,300	

**NOTES**  
 L#      COMNT  
 1      DR'S OFFICE LOCATION 401 COOPER ST  
 3      THIS IS ALSO 400 VANN ST PER MB87/26 IT IS .65AC (12/03/2014)  
 4      PER MB87/26 12-0014440-01 IS CW THIS TO MAKE LOT 1 (12/03/2014)  
 2      FROM DR FRANK & NINA KOSTERMAN 1647/400 11/14/06 LOT 14 MB2

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

20-Jul-18

FROM: Sheriff Jimmy Thornton \_\_\_\_\_ Date \_\_\_\_\_

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2018-2019

1. It is requested that the budget for the SHERIFF'S Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243100-555000	CAPITAL OUTLAY - OTHER EQUIPMENT	3,100.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034310-402603	FEDERAL ASSET FUNDS	3,100.00	

2. Reason(s) for the above request is/are as follows:

To budget funds for the purchase of a truck camper shell with privacy windows and locks for evidence vehicle.



\_\_\_\_\_  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. 0

\_\_\_\_\_, 2018



\_\_\_\_\_  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. 0

\_\_\_\_\_, 20\_\_\_\_



\_\_\_\_\_  
(County Manager & Budget Officer)

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

23-Jul-18

**MEMO:**

FROM: Sheriff Jimmy Thornton \_\_\_\_\_ Date \_\_\_\_\_

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2018-2019

1. It is requested that the budget for the SHERIFF'S Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243100-555000	C.O. - OTHER EQUIP	27,500.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034310-402603	FEDERAL ASSET FUNDS	27,500.00	

2. Reason(s) for the above request is/are as follows:  
To budget funds for the required update of the AFIS (fingerprint analysis) machine.



\_\_\_\_\_  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. 6

\_\_\_\_\_, 2018



\_\_\_\_\_  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. 0

\_\_\_\_\_, 20\_\_\_\_



\_\_\_\_\_  
(County Manager & Budget Officer)

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.



**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

19-Jul-18

FROM: Sheriff Jimmy Thornton \_\_\_\_\_ Date \_\_\_\_\_

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2018-2019

1. It is requested that the budget for the SHERIFF'S Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243100-526201	DEPT SUPPLIES - CD	15,620.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034310-403631	STATE SUBSTANCE ABUSE TAX	15,620.00	

2. Reason(s) for the above request is/are as follows:

To budget funds purchase ten desktop computers (\$1,562 per unit) for the Special Investigations Division.



\_\_\_\_\_  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

7/20, 2018



\_\_\_\_\_  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_



\_\_\_\_\_  
(County Manager & Budget Officer)

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

7/26/2018

**MEMO:**

**FROM:** MELANIE HARRIS

**TO:** Sampson County Board of Commissioners

**VIA:** County Manager & Finance Officer

**SUBJECT:** Budget Amendment for fiscal year 2018-2019

1. It is requested that the budget for the SAMPSON SOIL & WATER Department be amended as follows:

**EXPENDITURE**

<u>CODE NUMBER</u>	<u>DESCRIPTION (OBJECT OF EXPENDITURE)</u>	<u>INCREASE</u>	<u>DECREASE</u>
28349610 526201	Departmental Supplies-Equipment	500.00	
28349610 529900	Misc Expense	500.00	

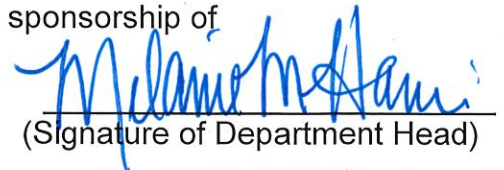
**REVENUE**

<u>CODE NUMBER</u>	<u>SOURCE OF REVENUE</u>	<u>INCREASE</u>	<u>DECREASE</u>
28334961 409909	Fund Bal Appropriated State	1,000.00	

**1. Reason (s) for the above request is/are as follows:**


Reallocation of Funds for purchase of laminator

Reallocation of Funds for donation to NC Association of Soil & Water's sponsorship of the 2019 National Envirothon to be held in NC

  
(Signature of Department Head)

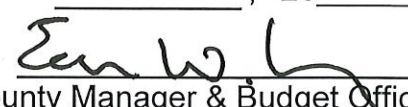
**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

7/26, 2018  
  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_  
  
(County Manager & Budget Officer)

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

FROM: David K. Clack, Finance Officer  
 TO: Sampson County Board of Commissioners  
 VIA: County Manager & Finance Officer  
 SUBJECT: Budget Amendment for fiscal year 2018-2019

1. It is requested that the budget for the SHJJP Grant be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02549580-526200	Dept supplies	1,222.00	
02549580-526201	Dept supplies equipment	1,718.00	
02549580-531100	Travel	82.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02034958-409900	Fund balance appropriated	3,022.00	

2. Reason(s) for the above request is/are as follows:  
 To bring forward unexpended grant funds to continue providing services required by the grant.

  
 \_\_\_\_\_  
 (Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 2018

  
 \_\_\_\_\_  
 (County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_

  
 \_\_\_\_\_  
 (County Manager & Budget Officer)

\_\_\_\_\_  
 Date of approval/disapproval by B.O.C.



**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

7/6/2018

FROM: RONALD BASS, DIRECTOR

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2018-2019

1. It is requested that the budget for the EMERGENCY MANAGEMENT Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243300 526201	DEPARTMENT SUPPLIES EQUIPMENT	2,315.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034330-403674	Fire Prevention Grant	2,315.00	

2. Reason for the above request is as follows: FUNDS FOR FIRE PREVENTION GRANT AWARD THAT WILL BE USED TO PURCHASE THREE TABLETS, PROTECTIVE CASES AND ACCESSORIES TO AID FIRE MARSHALS WITH FIRE INVESTIGATIONS AND INSPECTIONS.

*JRB*  
Ronald Bass

Ronald Bass  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

7/6, 2018

Ally  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_

Earl W. G  
(County Manager & Budget Officer)

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

July 2, 2018

Date

FROM: Sarah W. Bradshaw

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2018-2019

1. It is requested that the budget for the Social Services Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13554710-536030	Special Children State Adoption Fund	35,500.00	
13554710-555000	Special Children Capital Outlay-Equipment	10,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
<del>13029999-315200</del> 13535471-409900	Appropriated Fund Balance	45,500.00	

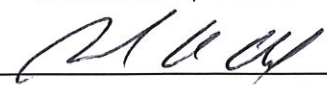
2. **Reason(s) for the above request is/are as follows:** To carryforward unspent funds received from the State Special Children Adoption Fund to be used to purchase adoption social worker travel, adoption legal services, adoption court filing fees and playground equipment.

  
\_\_\_\_\_  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.   D  

\_\_\_\_\_, 20 18

  
\_\_\_\_\_  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.   D  

\_\_\_\_\_, 20\_\_\_\_

  
\_\_\_\_\_  
(County Manager & Budget Officer)

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.

**COUNTY OF SAMPSON  
BUDGET AMENDMENT**

**MEMO:**

7/17/2018

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2018-2019

1. It is requested that the budget for the RURAL HEALTH GRANT Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551150-544000	CONTRACT SERVICES	70,000.00	
12551150-526201	DEPARTMENT SUPPLIES EQUIPMENT	5,000.00	
12551150-523900	MEDICAL SUPPLIES	38,768.00	
12551150-529700	LAB SUPPLIES	1,000.00	
12551150-529702	LAB SERVICES	4,000.00	
12551150-531100	TRAVEL	2,500.00	
12551150-526200	DEPARTMENT SUPPLIES	1,496.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535115-404000	STATE ASSISTANCE	122,764.00	

2. Reason(s) for the above request is/are as follows:

TO ALLOCATION ADDITIONA RURAL HEALTH GRANT FUNDS

Wade Robert  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

7/26, 2018  
Pat Kelly  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_  
Sam W. G.  
(County Manager & Budget Officer)

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.



CLINTON CITY SCHOOLS  
BUDGET AMENDMENT



Fund: STATE

Budget Amendment: 7

The Clinton City Board of Education by electronic approval on this 7<sup>th</sup> day of June, 2018 approved this resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2018.

**SEE ATTACHED LISTING**

Total appropriation in current budget	\$18,700,862.08
Total increase/decrease of amendment	\$1,148.00
Total appropriation in amended budget	\$18,702,010.08

Passed by majority vote of the Clinton City Board of Education on the 7<sup>th</sup> day of June 2018.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Carol A. Worley  
Chairman, Board of Education

[Signature]  
Secretary, Board of Education

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Secretary, Board of County Commissioners

**BUDGET AMENDMENT DETAIL**

**FUND: STATE**

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
1.5110.015.462	Computer Equipment	\$1,148.00	
<i>March and April Interest</i>			

CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: Special Revenue

Budget Amendment: 1

The Clinton City Board of Education at a meeting on the 28th day of June, 2018, passed the following resolution:

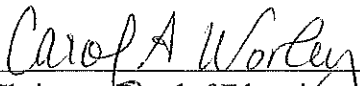
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2018.

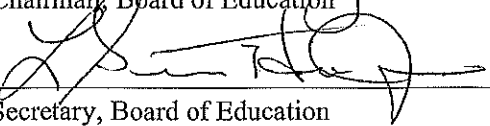
**SEE ATTACHED LISTING**

Total appropriation in current budget	\$1,021,414.00
Total increase/decrease of amendment	\$34,800.00
Total appropriation in amended budget	\$1,056,214.00

Passed by majority vote of the Clinton City Board of Education on the 28th day of June 2018.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

  
\_\_\_\_\_  
Chairman, Board of Education

  
\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Secretary, Board of County Commissioners



**BUDGET AMENDMENT DETAIL**

**FUND: SPECIAL REVENUE**

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
8.4210.413.000.000.00	More At Four	\$11,000.00	
8.4430.505.000.000.00	Simple Gifts	\$11,000.00	
8.4430.506.000.000.00	Contributions- Grants	\$10,000.00	
8.4910.000.000.000.00	Fund Balance Appropriated Revenues Adjust to Actual	\$2,800.00	
8.7200.413.311.000.00	More at Four Snacks	\$11,000.00	
8.5110.506.333.000.00	Grants-PGC	\$10,000.00	
8.5840.615.131.000.00	School Nurse Salary	\$40,000.00	
8.5110.505.311.000.00	Simple Gifts	\$18,000.00	
8.8500.801.393.000.00	Contingency Fund Adjust Budget to Actual		\$44,200.00

CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: **FEDERAL**

Budget Amendment: 4

The Clinton City Board of Education at a meeting on the 28th day of June, 2018, passed the following resolution:

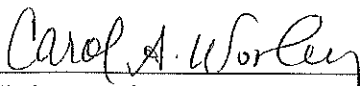
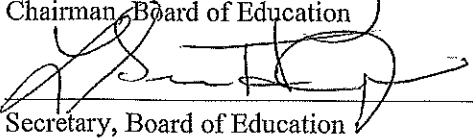
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2018.

**SEE ATTACHED LISTING**

Total appropriation in current budget	\$2,514,478.56
Total increase/decrease of amendment	
Total appropriation in amended budget	\$2,514,478.56

Passed by majority vote of the Clinton City Board of Education on the 28th day of June 2018.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

  
\_\_\_\_\_  
Chairman, Board of Education  
  
\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Chairman, Board of County Commissioners  
\_\_\_\_\_  
Secretary, Board of County Commissioners

**BUDGET AMENDMENT DETAIL**

**FUND: FEDERAL**

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
3.5120.017.411	INSTRUCTIONAL SUPPLIES	\$875.00	
3.5120.017.312	WORKSHOP EXPENSE		\$150.00
3.5120.017.332	TRAVEL		\$230.00
3.5220.017.131	SALARY		\$495.00
	ADJUST BUDGET TO ACTUAL NEEDS		



CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: **FEDERAL**

Budget Amendment: 3

The Clinton City Board of Education at a meeting on the 28th day of June, 2018, passed the following resolution:

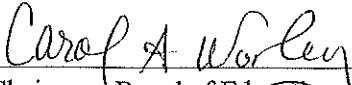
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2018.

**SEE ATTACHED LISTING**

Total appropriation in current budget	\$2,509,602.56
Total increase/decrease of amendment	\$4,876.00
Total appropriation in amended budget	\$2,514,478.56

Passed by majority vote of the Clinton City Board of Education on the 28th day of June 2018.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

  
\_\_\_\_\_  
Chairman, Board of Education

  
\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Secretary, Board of County Commissioners

**BUDGET AMENDMENT DETAIL**

**FUND: FEDERAL**

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
3.6300.050.411	INSTRUCTIONAL SUPPLIES	\$4,574.00	
3.5330.108.411	INSTRUCTIONAL SUPPLIES	\$302.00	

CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: **STATE**

Budget Amendment: 8

The Clinton City Board of Education at a meeting on this 28<sup>th</sup> day of June, 2018, passed the following resolution:

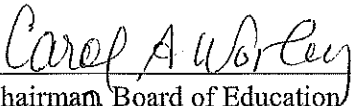
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2018.

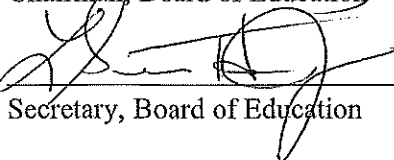
**SEE ATTACHED LISTING**

Total appropriation in current budget	\$18,702,010.08
Total increase/decrease of amendment	\$38,095.67
Total appropriation in amended budget	\$18,740,105.75

Passed by majority vote of the Clinton City Board of Education on the 28th day of June 2018.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

  
\_\_\_\_\_  
Chairman, Board of Education

  
\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Secretary, Board of County Commissioners



**BUDGET AMENDMENT DETAIL**

**FUND: STATE**

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
1.5410.005.114.000.000.00	Principal Salary Position Allotment-Budget to Actual	\$23,852.94	
1.5410.009.184.000.000.00	Longevity Pay Benefits- Budget To Actual	\$14,242.73	

CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: Local

Budget Amendment: 5

The Clinton City Board of Education at a meeting on the 28th day of June, 2018, passed the following resolution:

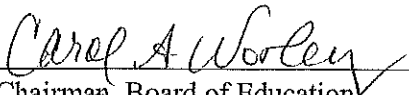
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2018.

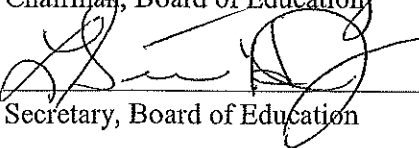
**SEE ATTACHED LISTING**

Total appropriation in current budget	\$6,018,017.00
Total increase/decrease of amendment	\$146,124.00
Total appropriation in amended budget	\$6,164,141.00

Passed by majority vote of the Clinton City Board of Education on the 228th day of June 2018.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

  
\_\_\_\_\_  
Chairman, Board of Education

  
\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Secretary, Board of County Commissioners

**BUDGET AMENDMENT DETAIL**

**FUND: LOCAL**

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
2.5110.001.121.000.000.00	Teacher Salary	\$45,000.00	
2.5210.001.181.000.000.00	Supplement	\$43,000.00	
2.5350.001.121.000.000.00	Teacher Salary	\$45,624.00	
2.5400.005.116.000.000.00	Assistant Principal	\$12,500.00	
2.4910.000.000.000.000.00	Fund Balance Appropriated	\$146,124.00	
2.5860.007.182.000.000.00	Travel		\$1,300.00
2.5340.031.181.000.000.00	Supplement	\$1,300.00	
2.6110.002.181.000.000.00	Supplement	\$1,200.00	
2.5404.003.151.000.000.00	Salary- Clerical	\$12,000.00	
2.6550.056.171.000.000.00	Salary- Driver	\$28,200.00	
2.5110.061.411.000.000.00	Supplies and Materials	\$5,000.00	
2.8500.801.393.000.000.00	Contingency Fund		\$46,400.00



---

**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

---

ITEM ABSTRACT

ITEM NO.     5    

Meeting Date: August 6, 2018

Information Only  
 Report/Presentation  
 Action Item  
 Consent Agenda

Public Comment  
 Closed Session  
 Planning/Zoning  
 Water District Issue

---

INFORMATION ONLY

*For all Board Information items, please contact the County Manager's Office if you wish to have additional information on any of the following.*

- a. Upcoming Caucus of District 6 Counties for Seat on NCACC Board of Directors



**Date: July 23, 2018**

**To: Board of Commissioners, Chair, County Manager and Clerk to the Board**

**Re: 2018 NCACC District Director Caucuses**

The Association's even-numbered Districts will caucus at the 2018 NCACC Annual Conference to select who will represent those districts on the Association's Board of Directors. The caucuses will be held on Friday, August 24, from 5:15-5:45 p.m.; the meeting room location will be listed in the Conference agenda.

Cumberland, Harnett and Sampson counties are in District 6. You currently are represented by Marshall Faircloth of Cumberland County on the Association's Board of Directors, who will preside at the Caucus. Cumberland County's voting delegate or other representative should attend to represent your county. There will be a nominating and election process, and a quorum of representatives from the counties within each district must be present to validate the selection of the caucus. A simple majority vote must also be achieved. The chosen commissioners will each serve a two-year term to conclude at NCACC's annual conference in August 2020. District Directors will be sworn in at the Fall Board of Directors Meeting.

We are attaching a copy of the representational history for your district. Whether your district complies with a rotation agreement is an issue each district decides and enforces for itself.

If you have any questions regarding the District Caucuses or the conference, please contact Amy Bason (919-715-2893 or [amy.bason@ncacc.org](mailto:amy.bason@ncacc.org)).

This year's conference promises to be a memorable and rewarding experience. I hope to see you there!

Kevin Leonard  
Executive Director  
NC Association of County Commissioners  
(919) 715-2893; fax (919) 733-1065  
[kevin.leonard@ncacc.org](mailto:kevin.leonard@ncacc.org)

KL/aac

Attachment: Representational History District 6



## **NCACC District Director Election Procedures**

- An NCACC Executive Officer or his/her designee will preside over the process and convene the meeting at the appointed time.
- Each district will then convene its own caucus and determine the presence of a quorum (a majority of the counties from that district).
- The presiding officer for the district caucus shall be the incumbent district director. If the district director is unable to attend the caucus, he or she may delegate this duty to his or her county's voting delegate or other county official. If that district director or delegate is not present, then the counties present shall determine who will preside. If a vote is required, each county present shall have one vote.
- Nominations may then be offered and the counties present shall then conduct an election to determine the next district director. A simple majority vote is required, with each county having one vote.
- These elections shall be conducted by each district and any questions of procedure shall be addressed within the caucus.
- NCACC staff will be present in an advisory capacity.
- A representational history will be provided to each district and each district may determine whether or not to follow a specific rotational schedule.

Final 7/22/2015





**NCACC DISTRICT 6**  
**Cumberland, Harnett, and Sampson Counties**

**Representational History**

<b>1986-1987</b>	<b>Morris Bedsole, Cumberland</b>
<b>1987-1988</b>	<b>Mary McAllister, Cumberland – Appointed</b>
<b>1988-1990</b>	<b>Ted Lockerman, Sampson</b>
<b>1990-1992</b>	<b>Mack Reid Hudson, Harnett</b>
<b>1992-1993</b>	<b>Thomas Bacote, Cumberland – Appointed</b>
<b>1993-1994</b>	<b>Billy King, Cumberland – Appointed</b>
<b>1994-1996</b>	<b>Raeford Daughtry, Sampson</b>
<b>1996-1997</b>	<b>H.L. Sorrell, Harnett</b>
<b>1997-1998</b>	<b>Teddy J. Byrd, Harnett</b>
<b>1998-2000</b>	<b>Billy King, Cumberland</b>
<b>2000-2002</b>	<b>Quincy Edgerton, Sampson</b>
<b>2002-2004</b>	<b>Dan Andrews, Harnett</b>
<b>2004-2006</b>	<b>Kenneth Edge, Cumberland</b>
<b>2006-2008</b>	<b>John Blanton, Sampson</b>
<b>2008-2010</b>	<b>Dan Andrews, Harnett</b>
<b>2010-2012</b>	<b>Jeannette Council, Cumberland</b>
<b>2012-2014</b>	<b>Jefferson Strickland, Sampson</b>
<b>2014-2016</b>	<b>Jim Burgin, Harnett</b>
<b>2016-2018</b>	<b>Marshall Faircloth, Cumberland</b>

**PUBLIC COMMENT POLICIES AND PROCEDURES**  
**Revised June, 2018**

In accordance with NCGS 153A-52.1, a period reserved for comments from the public on topics not otherwise included on that evening's agenda will be included as an item of business on all agendas of regularly-scheduled Board of Commissioners meetings and shall be deemed the "Public Comment" segment of the agenda. The Public Comment segment of the agenda will be placed at the end of the agenda, following the conclusion of all other open session business. Because subjects of Special and Emergency Meetings are often regulated by General Statutes, there will be no Public Comments segment reserved on agendas of these meetings; however, Special and Emergency Meetings are open for public attendance.

As with public hearings, the Chair (or presiding officer) will determine and announce limits on speakers at the start of the Public Comment period. Each speaker will be allocated no more than five (5) minutes. The Chairman (or presiding officer) may, at their discretion, decrease this time allocation if the number of persons wishing to speak would unduly prolong the meeting. A staff member will be designated as official timekeeper, and the timekeeper will inform the speaker when they have one minute remaining of their allotted time. When the allotted time is exhausted, the speaker will conclude their remarks promptly and leave the lectern. Speakers may not yield their time to another speaker, and they may not sign up to speak more than once during the same Public Comment period.

An individual wishing to address the Board during the Public Comment period shall register with the Clerk/Deputy Clerk to the Board prior to the opening of the meeting by signing his or her name and providing an address and short description of his or her topic on a sign-up sheet stationed at the entrance of the meeting room. Any related documents, printed comments, or materials the speaker wishes distributed to the Commissioners shall be delivered to the Clerk/Deputy Clerk in sufficient amounts (10 copies) at least fifteen minutes prior to the start of the meeting. Speakers will be acknowledged to speak in the order in which their names appear on the sign-up sheet. Speakers will address the Commissioners from the lectern, not from the audience, and begin their remarks by stating their name and address.

**To ensure the safety of board members, staff and meeting attendees, speakers are not allowed to approach the Board on the seating platform, unless invited by the Board to approach.**

Speakers who require accommodation for a disabling condition should contact the office of the County Clerk or County Manager not less than twenty-four (24) hours prior to the meeting.

If time allows, those who fail to register before the meeting may be allowed speak during the Public Comment period. These individuals will be offered the opportunity to speak following those who registered in advance. At this time in the agenda, an individual should raise his or her hand and ask to be recognized by the Board Chair (or presiding officer) and then state his or her name, address and introduce the topic to be addressed.

A total of thirty (30) minutes shall be set aside for public comment. At the end of this time, those who signed up to speak but have not yet been recognized may be requested to hold their

comments until the next meeting's public comment period, at which time they will be given priority for expression. Alternatively, the Board, in its discretion, may extend the time allotted for public comment.

Items of discussion during the Public Comment segment of the meeting will be only those appropriate to Open Meetings. Closed Meeting topics include, but are not limited to, such subjects as personnel, acquisition of real property, and information protected by the client-attorney privilege. Closed Meeting subjects will not be entertained. Speakers will not discuss matters regarding the candidacy of any person seeking public office, including the candidacy of the person addressing the Board.

Speakers will be courteous in their language and presentation, shall not use profanity or racial slurs and shall not engage in personal attacks that by irrelevance, duration or tone may threaten or perceive to threaten the orderly and fair progress of the discussion. Failure to abide by this requirement may result in forfeiture of the speaker's right to speak.

The Public Comments segment of the agenda is intended to provide a forum for the Board of Community to listen to citizens; there shall be no expectation that the Board will answer impromptu questions. However, Board members, through the presiding officer, may ask the speaker questions for clarification purposes. Any action on items brought up during the Public Comment period will be at the discretion of the Board. When appropriate, items will be referred to the Manager or the proper Department Head for further review.

A copy of the Public Comments Policy will be included in the agenda of each regular meeting agenda and will be made available at the speaker registration table. The policy is also available on the County's website.