



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
June 3, 2019**

6:00 pm Convene Regular Meeting (County Auditorium)

Invocation and Pledge of Allegiance
Approve Agenda as Published

Tab 1 Presentations and Reports

- | | |
|---|--------|
| a. Recognition of Health Department for Achieving Reaccreditation with Honors | 1 - 5 |
| b. Recognition of Mac Ellen Brown as Recipient of NCRWA Annual Administrative Personnel Award | 6 - 7 |
| c. Presentation of Sampson-Clinton Public Library's Summer Reading Programs | 8 - 11 |

Tab 2 Action Items

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| a. Public Hearing - Proposed Budget for Fiscal Year 2019-2020 | 12 - 16 |
| b. Public Hearing - Economic Development Expenditures Included in Proposed Budget for Fiscal Year 2019-2020 | 12, 14 |
| c. Consideration of Application to Name Courthouse Extension Building for The Honorable W. Douglas Parsons | 17 - 22 |
| d. Consideration of Resolution Amending the Sampson County Fire Commission Resolution | 23 - 30 |
| e. Award of Bid for Maintenance of Sampson County Water Systems Elevated Tanks | 31 - 38 |
| f. Public Hearing - Naming of Private Road | 39 - 41 |
| g. Appointments | 42 - 44 |
| • Sampson Community College Board of Trustees | |
| • Sampson County Jury Commission | |

Tab 3 Consent Agenda 45 - 46

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| a. Approve the minutes of the May 6, 2019 and May 16, 2019 meetings | 47 - 56 |
| b. Adopt a resolution in support of continued affiliation with Eastpointe Human Services | 57 |

c.	Approve the Juvenile Crime Prevention Council Certification and administration budget allocation as recommended by JCPC	58 - 60
d.	Declare as surplus and authorize transfer of 2011 Avenger enclosed trailer (4T6FB10121M014522) to Boy Scout Troop 133	61
e.	Approve audit contract with W. Green, PLLC for the fiscal year ending June 30, 2019	62 - 83
f.	Approve execution of the Memorandum of Understanding between the NC Department of Health and Human Services (DHHS) and Sampson County (Social Services) for the fiscal year 2019-2020	84 - 119
g.	Approve Amendment #1 to the contract between Warrick, Bradshaw & Lockamy, P.A. and Sampson County (Social Services)	120
h.	Award contract for Runway 24 Land Clearing Project to Spell Construction in the amount of \$114,442.50, contingent upon subsequent similar award by City of Clinton	121 - 127
i.	Award Clinton-Sampson Airport 5-Year General Consultant Contract to AVCON and approve master agreement for services	128 - 154
j.	Approve the leases between Sampson County and the Department of Public Safety (DPS) for space occupied by Probation and Parole	155 - 161
k.	Adopt 2019 Local Government Agencies General Records Retention and Disposition Schedule (provided as a separate document) (See also adoption as Board of Health and separate Board of Health Records Retention Schedule below)	162 - 163 separate document also
l.	Approve the Community Services Block Grant Program Application submitted by Action Pathways, Inc.	164 - 206
m.	Approve tax refunds and releases as submitted	207 - 212
n.	Approve budget amendments as submitted	213 - 221
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a.	Accept the minutes of May 20, 2019 Health Advisory Board meeting	223 - 228
b.	Adopt the 2019 Local Government Agencies General Records Retention and Disposition Schedule (provided as a separate document-see above Consent Agenda item) as Board of Health	see above
c.	Adopt the 2019 Local Health Departments Records Retention and Disposition Schedule	229 - 316
d.	Adopt the recommended Health Department Fee Schedule for FY 2019-2020 (this schedule will be subsequently presented in the FY 2019-2020 Budget Ordinance for adoption)	317 - 325
	County Manager's Reports	
	Public Comment Period (see policies and procedures in agenda)	326 - 327
	Recess to Reconvene for Scheduled Budget Work Session (as determined above)	

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (a)

Meeting Date: June 3, 2019	<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 Health Department for Achieving Reaccreditation with Honors

DEPARTMENT: Governing Body/Health Department

PUBLIC HEARING: No

CONTACT PERSON(S): Wanda Robinson, Health Director

PURPOSE: To recognize the achievement of the Health Department in achieving accreditation with honors

ATTACHMENTS: Correspondence and Press Release

BACKGROUND:

Every four years, county health departments in North Carolina must go through a legislatively mandated accreditation process to demonstrate their capacity to perform, at a prescribed, basic level of quality, the three core functions of assessment, policy development, and assurance and the ten essential services of public health. This process is necessary to continue receiving State and federal funding for a variety of health department programs. There are 141 activities that are measured, and departments must meet 131 of 147 activities to be accredited.

We are pleased that not only was Sampson County Health Department one of the 15 departments to achieve reaccreditation status, it was one of the 12 which received accreditation with honors. Reaccreditation with honors is recommended if a department misses one or less activities within each of the five core functions. Sampson County met the standards in 146 of 147 activities.

RECOMMENDED ACTION OR MOTION:

The Chairman will re-present the Health Department with their accreditation plaque.

May 15, 2019

Wanda Robinson
Health Director
Sampson County Health Department
360 Complex Road
Clinton, NC 28328

Dear Ms. Robinson,

On behalf of the N.C. Local Health Department Accreditation Board, I would like to congratulate the Sampson County Health Department for achieving reaccreditation status as of May 10, 2019!

The focus of North Carolina's Local Health Department Accreditation (NCLHDA) is on the capacity of the local health department to perform at a prescribed, basic level of quality the three core functions of assessment, policy development, and assurance and the ten essential services of public health. By achieving this legislatively mandated status, Sampson County Health Department is united with the 83 other accredited health departments in North Carolina in carrying forth the NCLHDA mission of seeking to improve the health of all citizens and enhancing the quality of local public health.

The Accreditation Board has a true appreciation for all the hard work completed by your governing board and health department staff. Achieving reaccreditation is truly an accomplishment that your health department and community should be very proud of.

The Accreditation Board appreciates your dedication to improving the public's health in N.C.

Sincerely,



Christopher C. Dobbins
Chair
N.C. Local Health Department Accreditation Board

Enclosure:
Reaccreditation Timeline

CC: Amy Belflower Thomas, Accreditation Administrator, NCLHDA

Reaccreditation Timeline

**Sampson County Health Department's Accreditation status
is due to expire on May 10, 2023.**

**Official Notification from the Accreditation Administrator will be sent on
*August 1, 2022.**

**HDSAI and other materials will be due to the Accreditation Administrator no later
than *November 1, 2022.**

Reaccreditation Site Visit will take place *Winter 2023.

* Cycle dates are subject to change. If changes are proposed, affected LHDs will be involved in the decision-making process and accommodations will be made as necessary regarding timeframes for evidence collection and submission.

Note that departments must be in good standing regarding payment of annual NCLHD Accreditation program fees to the N.C. Association of Local Health Directors as of the HDSAI/evidence due date to receive a scheduled site visit, and thus, be eligible for reaccreditation.

Regularly check the N.C. Institute for Public Health's NCLHDA website for updated program information: <https://nclhdaccreditation.unc.edu/>



NEWS

For Immediate Use

May 24, 2019

Sampson County Health Department Awarded Reaccreditation Designation

Fifteen health departments were awarded reaccreditation status by the North Carolina Local Health Department Accreditation (NCLHDA) Board on May 10, 2019. They are Albemarle Regional Health Services, Bladen County Health Department, Columbus County Health Department, Public Health Division of Gaston County Department of Health and Human Services, Graham County Department of Public Health, Guilford County Department of Public Health, Jackson County Health Department, Mecklenburg County Health Department, Montgomery County Health Department, Pitt County Health Department, Robeson County Health Department, Rockingham County Division of Public Health, Rutherford-Polk-McDowell District Health Department, Sampson County Health Department and Wilkes County Health Department.

“All of the agencies recently achieving reaccreditation have much to be proud of. They have not only demonstrated their ability to meet a set of important performance standards, but excelled in many areas. Through reaccreditation, these agencies demonstrate a strong commitment to continuously work to improve the quality of services provided to their respective communities,” comments Amy Belflower Thomas, NC Local Health Department Accreditation Administrator.

Reaccreditation with Honors designation was awarded to twelve agencies – Albemarle Regional Health Services, Bladen County Health Department, Public Health Division of Gaston County Department of Health and Human Services, Graham County Department of Public Health, Guilford County Department of Public Health, Jackson County Health Department, Mecklenburg County Health Department, Pitt County Health Department, Robeson County Health Department, Rockingham County Division of Public Health, Sampson County Health Department and Wilkes County Health Department. This honorary designation was implemented for the first time in Fall of 2017 to recognize agencies that especially excelled in their accreditation assessment by missing one or less activities within each of five standards set by the NCLHDA program. The program is especially pleased to see that this special recognition was achieved by such a diverse group of local health departments- including rural, urban, large, and small health departments.

North Carolina is the first state in the country to mandate accreditation for its local health departments. The purpose of the accreditation program is to assure a basic level of capacity and services in each of the local health departments across the state.

Since the pilot program involving six local health departments began in 2004, all eighty-five health departments have been initially accredited in NC and, as of May 18th, 2018, have been reaccredited at least once. The process of accreditation includes three major components – a self-assessment completed by the agency, a site visit by a multidisciplinary team of peers to review performance standards, and determination of accreditation status by an independent Accreditation Board comprised of state and local public health officials, Board of Health members, County Commissioners, and public members.

The NC Local Health Department Accreditation program is a collaboration of the North Carolina Institute for Public Health (part of the Gillings School of Global Public Health at the University of North Carolina at Chapel Hill) and the North Carolina Association of Local Health Directors.

Contact: Amy Belflower Thomas, NCLHDA Administrator at NCIPH, 919.843.3973,
amy.b.thomas@unc.edu.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (b)

Meeting Date: June 3, 2019	<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 Mac Ellen Brown as Recipient of NCRWA Annual Administrative Personnel Award

DEPARTMENT: Governing Body/Public Works

PUBLIC HEARING: No

CONTACT PERSON(S): Lin Reynolds, Public Works Director
Mac Ellen Brown, Administrative Officer II

PURPOSE: To recognize Ms. Brown as the recipient of the NCRWA's 2019 Award for Administrative Excellence

ATTACHMENTS: None

BACKGROUND:

The North Carolina Rural Water Association (NCRWA) recognizes deserving individuals who have gone above and beyond in the jobs in the rural water industry. At the Association's recent conference, Mac Ellen Brown received the Award for Administrative Excellence as a person who enhances the performance of the operation of their water system through innovative work practices, administrative leadership, and support for system operations.

RECOMMENDED ACTION OR MOTION:

Recognize Ms. Brown for her award

NCRWA Annual Conference & Exhibition
NCRWA AWARD NOMINATION FORM

May 13-16, 2019 • Sheraton Four Seasons Koury Convention Center • Greensboro, NC



J.A. Younts Award

Al Deratt Award

Administrative Personnel Award

DEADLINE: MARCH 30, 2019

Mail (PO Box 540, Welcome, NC 27374), Fax (336-731-8589) or E-mail (conference@ncrwa.com)

Copy this form for each additional nomination. Please print or type legibly.

Nominee's Name Mac Ellen Brown

Job Title Adm. officer II

System Name Sampson County Public Works

Person submitting nomination L.E. Reynolds, PE Phone 910-385-4418

How long has the nominee been employed with the system? 17 years

What are the responsibilities of the nominee in his/her current position? Office Manager for Public Works, Submits all CCR's and billing

Has the nominee received specific training related to their current position? OJT only

If yes, indicate the type of training and from where training was received. Assistance from Engineer State officials and NCRWA Field Rep as needed

Has the nominee been recognized for any outstanding achievements related to their current position? No

If yes, list awards or certificates received and from where? N/A

What contributions has the nominee made to the improvement of the system? Mac Ellen has organized system development while under construction and set up billing/filing procedures and daily admin. duties

What is the primary reason(s) for nominating him/her for this award? Mac Ellen serves the citizens with dedication and provides leadership to entire department as a true professional.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (c)

Meeting Date: June 3, 2019	<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: Presentation of Sampson-Clinton Public Library's Summer Reading Programs

DEPARTMENT: Library

PUBLIC HEARING: No

CONTACT PERSON(S): Tiffany Savage, Children's Librarian
Teresa Bradshaw, Adult Services Coordinator

PURPOSE: To receive an update on library activities planned for the summer

ATTACHMENTS: Program Flyers

BACKGROUND:

Library staff will be present to report to the Board the many exciting summer programs planned for the Sampson-Clinton Library system.

RECOMMENDED ACTION OR MOTION:

No action needed

**SAMPSON-CLINTON PUBLIC
LIBRARY PRESENTS:**

"Universe of Stories"

WEEKS PARK IN NEWTON GROVE, NC

10:00AM | JUNE 15, 2019

EVENT WILL INCLUDE...

UNC PLANETARIUM
FACE PAINTING
BOUNCY HOUSE
DUNK TANK
WATER BALLOONS
FOOTBALL AND BASKETBALL
FOOD TRUCK
AND MUCH MORE!!!!

**Come join SCPL as we launch our
2019 Summer Reading Program
with a blast!!!**

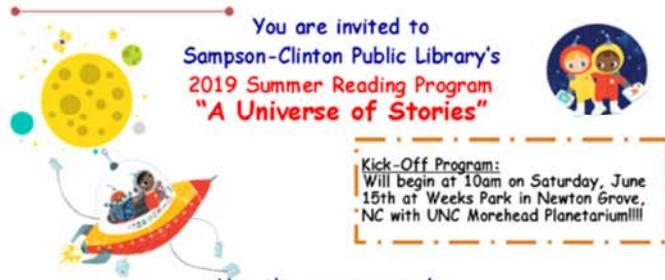
**Please Note: Summer Reading Registration will
begin on this date and will continue until August
5th. Registration is completely free.**

**For more information, call JC Holliday Library at
(910) 592-4153.**



SPONSORED BY:

STAR COMMUNICATIONS



You are invited to
Sampson-Clinton Public Library's
2019 Summer Reading Program
"A Universe of Stories"

Kick-Off Program:
 Will begin at 10am on Saturday, June 15th at Weeks Park in Newton Grove, NC with UNC Morehead Planetarium!!!

How the program works:

- 1) Children in rising Kindergarten through Sixth Grades can register for the program from June 15th through August 5th.
- 2) Each child will receive a reading log to record the title of books read this summer.
- 3) You and your child will sign a contract to decide your goal for the number of books your child will read. For every 5 chapter books or 10 picture books their name will be entered into a prize drawing.
- 4) When your child completes their goal, they can return the log to exchange it for a reward bag and certificate!
- 5) We will also be offering 1-hour activity programs at 2:30pm at all of our libraries for six weeks beginning June 24th: Garland on Mondays; Roseboro on Tuesdays; Clinton on Wednesdays; and Newton Grove on Thursdays.
 1. June 24th - June 27th: **Get Ready for Lift Off: Join us as we prepare for launch**
No Activity Programs will be held July 1st- July 5th.
 2. July 8th - July 11th: **Outer Space Voyage- Document your findings with celestial space art**
 3. July 15th - July 18th: **Space Findings- Design your own galactic moon rock**
 4. July 22nd - July 25th: **Oh No, Where's the Planet?: Discover cool ways to make planets fizz away**
 5. July 29th- August 1st: **The Aliens Have Arrived: Design your personalized alien spaceship**
 6. August 5th- August 8th: **Party Time: Come celebrate a voyage accomplished with ice cream and many more surprises!!!!**

The library welcomes all children. We will continue to give out reward bags and completion certificates until **Friday, August 16th**. Prize drawings will be announced on **Tuesday, August 20th**.

For more information, call JC Holliday Library at 910-592-4153

Sponsored by:
STAR COMMUNICATIONS



ATTENTION: The Summer Reading Program is not an alternative to Summer School, but a program to engage students to read during Summer Break. As well, children cannot be left unattended, at anytime, during Activity Programs.

~ Thank you,
 SCPL STAFF



Estas invitado al
Biblioteca pública de Sampson-Clinton
Programa de Lectura del Verano
2019

"Un universo de historias"

Programa de inicio:
 Comenzará a las 10 am el sábado 15 de junio en el Weeks Park en Newton Grove, NC con UNC Morehead Planetarium!

Cómo funciona el programa:

- 1) Los niños en los grados de kindergarten a sexto grado pueden inscribirse en el programa desde del 15 de junio al 5 de agosto.
- 2) Cada niño recibirá un registro de lectura para registrar los títulos de los libros leídos este verano.
- 3) Usted y su hijo firmarán un contrato para decidir su meta para la cantidad de libros que leerá. Por cada 5 libros de capítulos o 10 libros de imágenes, su nombre se ingresará en un sorteo de premios.
- 4) Cuando su hijo completa su objetivo, ¡pueden devolver el registro para cambiarlo por una bolsa de recompensa y un certificado!
- 5) También ofreceremos programas de actividades de 1 hora a las 2:30 pm en todas nuestras bibliotecas durante seis semanas a partir del 24 de junio: Garland los lunes; Roseboro los martes; Clinton los miércoles; y Newton Grove los jueves.
 1. June 24th - June 27th: **Prepárese para el despegue: Únase a nosotros mientras nos preparamos para el lanzamiento**
No se realizarán programas de actividades del 1 de julio al 5 de julio.
 2. July 8th - July 11th: **Viaje al espacio exterior: documenta sus encuentros con el arte del espacio celeste**
 3. July 15th - July 18th: **Encuentros del espacio: diseña su propia roca lunar galáctica**
 4. July 22nd - July 25th: **Oh no, ¿dónde está el planeta?: descubre formas geniales de hacer planetas**
 5. July 29th- August 1st: **Los extraterrestres han llegado: diseña su nave espacial alienígena personalizada**
 6. August 5th- August 8th: **Hora de la fiesta: ven a celebrar un viaje realizado con helado y muchas mas sorpresas !!!!**

La biblioteca acoge a todos los niños. Continuaremos entregando bolsas de recompensa y certificados de finalización hasta el **viernes 16 de agosto**. Los sorteos de premios serán anunciados en **Martes 20 de agosto**.



Para mas informacion llame JC Holliday @ (910) 592-4153

ATENCIÓN: El Programa de Lectura de Verano no es una alternativa a la Escuela de Verano, sino un programa para atraer a los estudiantes a leer durante las vacaciones de verano. Además, no se puede dejar a los niños desatendidos, en ningún momento, durante los Programas de Actividades.

~ Gracias,
 SCPL STAFF

Sponsored by:
STAR COMMUNICATIONS



FASHION

DIY SEWING INC.

Save the Date!

*time to
show them
what you're
made of...*

June 28, 2019

6 pm

Sampson-Clinton Public Library

SHOW

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (a & b)

Meeting Date: June 3, 2019

<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 type="checkbox"/>	Planning/Zoning
<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Public Hearings - Proposed Budget for Fiscal Year 2019-2020 and Proposed Economic Development Expenditures in 2019-20 Budget

DEPARTMENT: Finance/ Administration

PUBLIC HEARING: Yes - Board will need to convene two separate public hearings

CONTACT PERSON(S): Ed Causey, County Manager
David Clack, Finance Officer

PURPOSE: To conduct statutorily required public hearings related to the proposed budget for FY 2019-2020

ATTACHMENTS: Public Hearing Notices
Budget Comments Received by Clerk (memo or email)

BACKGROUND:

In accordance with NC General Statute 159-12(b), we have duly advertised a public hearing to receive public comment on the proposed budget. The Chairman should open the public hearing and call upon those persons who have signed up to speak. After these have been heard, the floor can be opened for additional comments by those who may not have signed up. The hearing should then be closed.

Changes in Session Law 2015-277 added the requirement that local governments issue notice and hold a public hearing for *any appropriation* for economic development - not just for those hearings related specifically to incentives. Therefore, in accordance with NC General Statute 158-7.1, we have duly advertised a separate public hearing to receive public comment on those expenditures in the proposed budget specifically related to economic development. The Chairman should open the public hearing and call upon those persons who have signed up to speak. After these have been heard, the floor can be opened for additional comments by those who may not have signed up. The hearing should then be closed.

RECOMMENDED ACTION OR MOTION:

Schedule budget work session(s) as may be desired by Board; staff recommends June 12

NOTICE OF PUBLIC HEARING
SAMPSON COUNTY BOARD OF COMMISSIONERS
PROPOSED BUDGET FOR FISCAL YEAR 2019-2020

In accordance with NC General Statute 159-12, the **Proposed Budget for Fiscal Year 2019-2020** has been presented to the Sampson County Board of Commissioners and is available for public inspection in the Office of the Clerk to the Board, County Administration Building, 406 County Complex Road in Clinton between the hours of 8:00 a.m. and 5:00 p.m., weekdays. The proposed budget may also be viewed online at www.sampsonnc.com, and budget comments are welcomed at budgetcomments@sampsonnc.com.

In accordance with NC General Statute 159-12(b), a **Public Hearing** on the proposed budget will be held on Monday, June 3 at 6:00 p.m., or as soon as possible thereafter, in the County Auditorium, 435 Rowan Road in Clinton, NC.

**NOTICE OF PUBLIC HEARING
SAMPSON COUNTY BOARD OF COMMISSIONERS
ECONOMIC DEVELOPMENT APPROPRIATIONS
INCLUDED IN THE
PROPOSED BUDGET FOR FY 2019-2020**

In accordance with NC General Statutes 158-7.1 and 158-7.2, the Sampson County Board of Commissioners will hold a separate hearing for the purpose of receiving public comments on the recommended allocation of funds within the proposed FY 2019-2020 budget specific to economic development. Such hearing will be held immediately following the public hearing on the full recommended budget on Monday, June 3 at 6:00 p.m., or as soon as possible thereafter, in the County Auditorium, 435 Rowan Road in Clinton, NC.

Funding allocations for expenditures related to the recruitment and retention of industry included in the proposed FY 2019-2020 budget can be generally categorized as noted below. The proposed budget may also be viewed online at www.sampsonnc.com.

- \$176,748 Salaries/benefits for Economic Development personnel responsible for the recruitment and retention of industry
- \$ 33,138 Office operational expenses, incl. but not limited to office supplies, travel, advertising, dues/subscriptions, telephone/postage
- \$ 20,000 Contracted services, professional/legal/engineering
- \$ 686,623 Incentive payments as previously authorized by commissioners after duly-held public hearings
- \$ 26,519 Membership costs, Southeastern Economic Development Commission
- \$ 3,000 Clinton-Sampson Chamber Sponsorship
- \$300,000 Reserve for site-specific development costs such as floodplain/wetlands delineation, surveys, engineering reports

Susan Holder

From: Timmy Bass <tbasslbc@hotmail.com>
Sent: Friday, May 17, 2019 9:56 AM
To: Budget Comments
Subject: budget

First I would like to say thank you for all your hard work that has gone into this budget. As a manager of a budget, I know how difficult and even frustrating it can be. I also know that not everyone will agree with your decisions. Thank you for the opportunity to comment on this years proposed budget.

I believe that we have dedicated employees in this county that deserves the very best we can give them. As a tax payer and county employee, I believe it is our duty to take care of our employees and in turn our employees do their very best to take care of our citizens.

I only have one chief concern as to this years proposed budget.

On the proposed budget as it concerns the pay increase by years in a position.

1 year = \$450
2 years = \$550
3 years = \$650
4 years = \$750

I am concerned in the fairness of this for those who have served Sampson County faithfully for many years but has recently moved or got promoted to a different pay grade. It seems as these are being punished for advancing among their department. I know of many that this will have an affect upon.

Will you please clarify this for me. The way I am reading it, if I changed pay grades or got promoted in the past year, I would not receive any years of service increase. Is this correct?

My proposal would be to either give a years of service increase (regardless of position) or an increase to the pay grade itself.

Again, thank you for the opportunity to share my thoughts.

Tim Bass

Sent from [Mail](#) for Windows 10

Chief Alan Williams

Taylor's Bridge Fire Dept.
6825 Taylor's Bridge Hwy
Clinton NC 28328
(910) 590-9990

March 29 2019

Sampson County Board of County Commissioners

Commissioners,

The Taylor's Bridge Fire Department Board of Directors has approved the addition of our new substation and an increase in our tax rate from .07 in our rural fire protection district and .035 in our service district to .10 in both districts. This will also be the tax rate in our new substation district south of Clinton, towards Mcdaniels crossroads, if that area is approved by the County also and everything will be in one district called the Taylor's Bridge Fire Service District. A community meeting was advertised for 2 weeks in the Sampson Independent and the community meeting was held on March 25th 2019 at 7:00 pm. There was no opposition to the substation or the tax increase. The purpose of the tax increase is to provide better equipment to the citizens we serve with the purchase of a new engine to replace the engine we intend to move to the substation. The increase will also help us to buy an additional set of turnout gear and more advanced carcinogenic resistant gear for our firefighters. Firefighters are 6 times more likely to get cancer than the general public because of the duties we have to perform and the environment that we have to work in, and it is getting worse every year with the newer materials and chemicals we encounter at a fire. The new engine and new gear will have all the newest technology built into them to help us keep our firefighters as safe as possible. Currently we do not have an engine with air bags for protection in case of an accident or any "clean cab" cancer fighting technology like the newer engines today have. That is why we have asked for this increase in our budget.

Sincerely,

Chief Alan Williams

Taylor's Bridge Fire/Rescue

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (c)

Meeting Date: June 3, 2019	<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: Consideration of Application to Name Courthouse Extension Building for The Honorable W. Douglas Parsons

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON(S): Ed Causey, County Manager
Joel Starling, County Attorney

PURPOSE: To consider an application submitted by the Bar Association to name the Courthouse Extension in honor of Judge Doug Parsons

ATTACHMENTS: Application/Request for Naming of the Courthouse Extension Building

BACKGROUND:

The Board has previously received a request from the Sampson County Bar Association that the Courthouse Extension facility, located at 201 East Main Street, be named in honor of the late Honorable W. Douglas Parsons. The Board subsequently adopted a policy to establish consistent guidelines for naming buildings and other property, including public areas, owned by Sampson County.

Following the established policy, the Bar Association has provided an application for consideration of naming the Courthouse Extension Building the W. Douglas Parsons Judicial Building. If the request is approved, the Bar Association also plans to hang a portrait honoring the late judge.

RECOMMENDED ACTION OR MOTION:

Consider the application for facility naming

**SAMPSON COUNTY FACILITIES NAMING AND RENAMING POLICY
APPLICATION**

I. General Policy Statement

The Board of County Commissioners (BOCC) shall be responsible for approving all names of facilities in Sampson County Government consistent with the Sampson County Facilities Naming Policy.

II. Applicant's Information

Name of Individual/Group Making Application: Sampson County Bar Association

If a group, provide primary contact name: Tiffany Naylor

Mailing Address: 600 Sunset Ave. Clinton, NC 28328

Telephone: Home/Business: (910) 299-0935 Mobile: _____

Email: tiffany@tiffanynaylorlaw.com

Site of Naming/Renaming to be Considered: 201 E. Main Street, Clinton (Ct. Ext.)

III. Recommendation and Supporting Information

Recommended/Requested Name: W. Douglas Parsons Judicial Building

The recommended name is a reference to (check one of the following):

_____ a living person

_____ a deceased person

_____ other reference (please explain):

(If none of the above, please skip all remaining questions and provide a one-page rationale to support recommended name)

IV. Background Check

If the request is to name a facility after a person, living or deceased, please provide the following information about that person. This information will be used only to conduct a background check on the person for whom the naming is being requested and will be held confidential.

Current Address (if living): Deceased

Date of Birth: 10/7/1950

Social Security Number: XXX-XX-XXXX

V. Name of civic/community activities, position of leadership and dates of involvement:

Clinton Area Foundation for Education - Board of Directors; Sampson
Community College - Board of Directors; NC Wildlife Resources Comm. -
Commissioner (2001-2012); Member of First United Methodist Church;
(Chairman of Finance Committee; Chairman of Board of Trustees)
Private Practice (1979-2012)
Senior Resident Superior Court Judge (2012-2017)

VI. Organizations and positions held:

NC Bar Member: 1975-2017; Assistant District Attorney: 1975-78;
Assistant United States Attorney: 1978-79; Admitted to Practice in all
State and Federal Courts in North Carolina and the United States
Supreme Court; Fellow: American College of Trial Lawyers; Best Lawyers
In America; Legal Elite: 1993; NC Business Magazine: 2007; Top NC
Super Lawyer; Charlotte City Magazine 2006-2012 (Top 100 Attorneys in
NC) Member of NC Education and Training Sandards Commission;
NC Academy of Trial Lawyers Board of Governors;

VII. Awards and honors:

Board Certified Specialist by NC Bar in Federal and State Criminal Law;
Chairman of Specialization section of NC Criminal Law for NC Bar
Lecturer on Manuscripts for Numerous Organizations ranging from the NC
Bar Association to NC DA's Conference and the American College of
Trial Lawyers.

VIII. Additional comments:

Judge Parsons accomplishments are numerous in scope and volume. To assist the Commissioners, I have attached a short bio he prepared prior to his passing.

Short Bio on W. Douglas Parsons

AB- UNC Chapel Hill- 1972

JD- Wake Forest University School of Law – 1975

Assistant District Attorney-4th Judicial District – 1975-1978

Assistant United States Attorney, Criminal Division-E.D. N.C. -1978-1979

Private Practice, Specialist in Criminal Law, Federal and State, NC State Bar-1979-2012

Fellow-American College of Trial Lawyers

Senior Resident Superior Court Judge –Judicial District 4A – 2012- present

Former Member: North Carolina Courts Commission, North Carolina Criminal Justice

Education and Training Standards Commission;

Present Member: North Carolina Judicial Standards Commission

Best Lawyers in America

Legal Elite, NC Business Magazine

Top 100 North Carolina Lawyers-Charlotte City Magazines

Lecture/Manuscripts on Criminal Law and Trial of Criminal Cases: NC Academy of Trial

Lawyers (NCAJ); Wake Forest School of Law; University of North Carolina School of Law;

North Carolina Bar Association; Federal Defenders Conference; North Carolina Public

Defenders Conference; North Carolina District Attorneys Conference; American College of Trial Lawyers.

The Law Office
of
TIFFANY N. NAYLOR

March 19, 2019

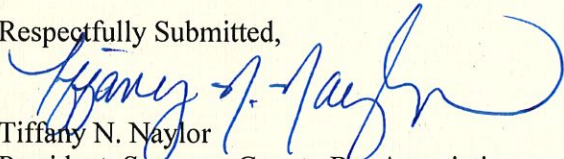
W. Joel Starling, Esq.
County Attorney
406 County Complex Road
Clinton, NC 28328

Dear Mr. Starling:

You will please find enclosed an original copy of a Resolution adopted by the Sampson County Bar Association on February 19, 2018. This Resolution represents a request by the members of the Sampson County Bar Association to name the Sampson County Courthouse Extension building after the late Honorable W. Douglas Parsons. The Sampson County Bar Association adopted this Resolution at a meeting of its members on February 13, 2018 by unanimous vote of all members present. Further, a formal request was presented to the Sampson County Board of Commissioners at the regularly scheduled meeting on March 5, 2018. It is the request of the Sampson County Bar Association that the Sampson County Board of Commissioners adopt a Resolution naming the Sampson County Courthouse Extension, located at 201 East Main Street, Clinton, North Carolina, the **W. Douglas Parsons Judicial Building**.

Thank you for your time and consideration in reviewing this matter. Please do not hesitate to contact me should you have any questions or concerns.

Respectfully Submitted,


Tiffany N. Naylor
President, Sampson County Bar Association

RESOLUTION

IT IS HEREBY RESOLVED as follows:

WHEREAS, the Honorable W. Douglas (Doug) Parsons was a citizen and resident of Sampson County, North Carolina residing in Clinton his entire lifetime, passing from this earth suddenly and unexpectedly on September 24, 2017.

WHEREAS, the Honorable W. Douglas Parsons was a practicing attorney for thirty-seven years and Senior Resident Superior Court Judge for five years. He graduated from UNC Chapel Hill and earned his law degree from Wake Forest University. He was an Assistant District Attorney, a United States Attorney, and A Fellow in the American College of Trial Lawyers.

WHEREAS, the Honorable W. Douglas Parsons served in a variety of civic, professional and religious organizations. He was a former member of the North Carolina Courts Commission, Education Training and Standards Commission, and present member of the North Carolina Judicial Standards Commission. He was awarded Best Lawyers in America, Legal Elite, Top 100 Criminal Lawyers, and lectured for the North Carolina Academy of Trial Lawyers. Doug was a former member of the Board of Trustees of Sampson Community College, a former Commissioner on the North Carolina Wildlife Commission, and a lifelong member of First United Methodist Church serving the church in a variety of capacities including Chairman of the Board of Trustees. Doug never met a stranger. He loved his family, his friends and the people of Sampson County.

WHEREAS, the members of the Sampson County Bar, by unanimous approval at a duly called meeting of its' members, respectfully request the Sampson County Board of Commissioners, in honor of and in recognition of a lifetime of dedicated service by Judge Parsons to his clients and the public, name the Sampson County Courthouse Extension Building (Old First Citizens) as follows:

W. Douglas Parsons Judicial Building

Respectfully submitted this 19th day of February, 2018

Sampson County Bar Association

By: 

Tiffany N. Naylor, President

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (d)

Meeting Date: June 3, 2019

<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: Consideration of Resolution Amending the Sampson County Fire Commission Resolution

DEPARTMENT: Legal

PUBLIC HEARING: No

CONTACT PERSON(S): Joel Starling, County Attorney

PURPOSE: To consider adoption of a resolution amending/ updating the Fire Commission Resolution (last amended 2011)

ATTACHMENTS: Memo, Resolution Amending the Fire Commission Resolution

BACKGROUND:

In order to enable the Sampson County Fire Association to provide more effective oversight over the County's fire districts and to position the Commission to be an effective partner in the County's process of evaluating our current fire districts and weighing potential courses of action regarding those districts, certain amendments and updates are proposed to the Fire Commission Resolution that was last amended in 2011.

County Attorney Joel Starling will review the proposed resolution which enacts such changes.

RECOMMENDED ACTION OR MOTION:

Adopt resolution amending/ updating the Fire Commission Resolution

NORTH CAROLINA'S
SAMPSON COUNTY
OFFICE *of the* COUNTY ATTORNEY

MEMORANDUM

TO: Susan J. Holder
FROM: Joel Starling
DATE: May 23, 2019
RE: Resolution Amending the Sampson County Fire Commission Resolution

Sampson County is in the process of evaluating its current fire tax districts and weighing possible future courses of action relative to those districts. The County believes that the Sampson County Fire Commission, which was originally created by the Board of Commissioners in 1964, will be an important partner in that process. In order to enable the Fire Commission to provide more effective oversight over the County's fire departments and to bring the current Fire Commission Resolution, which was last amended in 2011, up to date, staff have prepared the following Resolution Amending the Sampson County Fire Commission Resolution.

Materials:

1. Draft Resolution Amending the Sampson County Fire Commission Resolution

**RESOLUTION AMENDING
SAMPSON COUNTY FIRE COMMISSION RESOLUTION**

WHEREAS, N.C. Gen. Stat. § 153A-233 confers upon counties the authority to, *inter alia*, provide financial assistance to incorporated volunteer fire departments, contract with volunteer fire departments for the provision of fire-fighting and prevention services, designate fire districts, and prescribe the boundaries of said districts for insurance grading purposes; and

WHEREAS, in order to assist Sampson County in the exercise of the authority conferred upon it by N.C. Gen. Stat. § 153A-233, the Sampson County Board of Commissioners established the Sampson County Fire Commission by Resolution duly adopted July 6, 1964 and amended May 3, 2004 and November 7, 2011; and

WHEREAS, the Sampson County Board of Commissioners finds that it is necessary for the health, safety, and welfare of the citizens of Sampson County that the Sampson County Fire Resolution be further amended by replacing said Resolution in its entirety with the provisions set forth herein below;

NOW, THEREFORE, be it Resolved by the Board of Commissioners of Sampson County:

Section 1. There is hereby created the Sampson County Fire Commission (hereinafter, the “Fire Commission”), to be composed of seven (7) members as follows:

- (A) One member of the Sampson County Board of Commissioners (hereinafter, the “Board of Commissioners”), to be appointed by the Board of Commissioners to the Office of Fire Commissioner;
- (B) The Director of Sampson County Emergency Services;
- (C) The Sampson County Fire Marshall;
- (D) One resident of Sampson County who works in the insurance industry, to be appointed by the Board of Commissioners;
- (E) The President of the Sampson County Fireman’s Association;
- (F) One Sampson County fire department chief, to be appointed by the Sampson County Fireman’s Association;
- (G) The President of the Sampson County Rescue Association.

As soon as possible after the adoption of this Resolution, the Board of Commissioners shall appoint the members of the Fire Commission. Those members shall serve until the first Monday in December following the adoption of this Resolution. Thereafter, on the first Monday of every December, appointments will be made to the Fire Commission for terms of one (1) year.

The Fire Commissioner shall be the Chair of the Fire Commission, and the members of the Commission shall choose the Fire Commission's Secretary from among its members by majority vote.

The duties and powers of the Fire Commission shall be as specified in this Resolution. The Fire Commission shall, subject to the approval of the Board of Commissioners, make rules and regulations necessary to carry out the provisions of this Resolution.

The Fire Commission shall, at least annually, review the provisions and requirements set forth in this Resolution and shall recommend to the Board of Commissioners any amendments or changes which the Fire Commission may deem advisable.

Section 2. Sampson County will offer financial assistance for the maintenance and operation of any fire department qualifying for financial assistance under the terms of this Resolution, in such monthly amount as is approved by the Board of Commissioners, payable on or before the fifteenth (15th) day of each month. The monthly supplement payment to each department shall be used for the purchase and maintenance of equipment for the operation of the department.

Section 3. A fire department desiring financial assistance under this Resolution shall make application therefor to the Board of Commissioners on an annual basis within such time frame and in such form as shall be prescribed by the Board of Commissioners. Upon receipt of such an application, the Board of Commissioners will notify the Fire Commission, and the Fire Commission shall inspect the fire department, its equipment, personnel, organization, and method of operation. The Fire Commission shall file with the Board of Commissioners within thirty (30) days of its initial notification a written report indicating whether the fire department meets the minimum standards set forth in this Resolution as well as those minimum standards promulgated by the North Carolina Department of Insurance (hereinafter, the "DOI"). If the department meets the minimum standards, the Board of Commissioners may vote to approve all or any part of the application for funding.

Section 4. The Fire Commission, or its designee, shall make regular inspections of each fire department receiving monthly supplement payments pursuant to this Resolution. At least one inspection shall be made annually; however, the Fire Commission, or its designee, may make such additional inspections as it deems advisable. During the course of any such inspection, the Fire Commission, or its designee, shall determine whether the fire department is continuing to meet the minimum standards set forth in this Resolution, the terms and conditions of the fire department's contract with Sampson County, and the minimum standards promulgated by the DOI. Within thirty (30) days of any such inspection, the Fire Commission shall report its findings in writing to the Board of Commissioners.

Section 5. If during any inspection conducted pursuant to this Resolution, the Fire Commission determines that a fire department is not meeting the minimum standards set forth in this Resolution, the terms and conditions of the fire department's contract with Sampson County, or the minimum standards promulgated by the DOI, notice of the deficiency must thereupon be given in writing by the Fire Commissioner to the chief of the fire department. The notice shall

specify the deficiencies and state that the deficiencies must be corrected within fifteen (15) days of receipt of the notice. In the event that the deficiencies are not corrected within this fifteen (15) day period, the Fire Commission shall notify the Board of Commissioners of that fact in writing, and the fire department's monthly supplement payments shall terminate until such time as the fire department is found by the Fire Commission to meet the minimum standards set forth in this Resolution, the terms and conditions of the fire department's contract with the County, and the minimum standards promulgated by the DOI. The Fire Commissioner shall also notify the DOI in writing as to the deficiencies that exist in the fire department.

Section 6. Each fire department desiring to qualify for financial assistance under this Resolution shall meet the following minimum standards:

- (A) A volunteer fire department shall be incorporated under the laws of the State of North Carolina. A municipal fire department shall be organized under an ordinance or resolution duly adopted by the governing body of the municipality.
- (B) Each fire department shall enter into a contract with Sampson County upon such terms and conditions as shall be deemed advisable by Sampson County.
- (C) Each fire department shall have a fire chief, an assistant fire chief, and other necessary officers and personnel with a minimum of twenty (20) active members. A list of all members, their addresses, and telephone numbers must be on file with the Commission and Sampson County Emergency Services on or before January 1st of each year.
- (D) All active members of a fire department in good standing shall be issued a photo ID. The Sampson County Fireman's Association Board of Directors shall be responsible for establishing a system to issue photo IDs to each fire department in Sampson County. No one other than an active member of a fire department in good standing shall be allowed to have such a photo ID in his or her possession.
- (E) Each fire department shall have as minimum equipment that equipment specified by the DOI as necessary for a 9S rating. The equipment shall be kept in good condition and operational at all times.
- (F) Each fire department shall carry liability insurance on its firefighters and equipment and shall indemnify and hold Sampson County harmless from any responsibility or liability for damages or claims resulting from the activities of its firefighters and/or the operation of its equipment. Each fire department shall also carry workers' compensation insurance on its active members as shall be required by the North Carolina Workers' Compensation Act.
- (G) Each fire department shall carry out an organized training program as set forth in N.C. Gen. Stat. § 58-86-25. The training program shall include, but not be limited to, the training and qualifying of fire truck drivers. Each department shall provide four (4) hours of drills and meetings per month, for a total of forty-eight (48) hours

per year. Each firefighter shall attend at least thirty-six (36) hours of meetings and drills per year.

- (H) The fire chief and safety officer of each department are responsible for stressing safety throughout all phases of the department's activities. Emphasis shall be placed on the safe operation of the firefighters' own automobiles to the scene of a fire as well as on safe practices while fighting a fire. Only qualified drivers shall drive the fire truck. Drivers shall operate the fire truck with caution at all times and shall allow no one but active fire department members to ride the truck when it is on call to a fire or other emergency.
- (I) The fire chief within whose area the fire is being fought will be the final authority at the scene of a fire, or where a fire occurs in an area outside of the area of any organized department, the fire chief or the highest-ranking officer of the fire department first arriving at the scene of the fire shall be the final authority. An otherwise responsible fire chief may grant permission to another person more qualified to assume the direction of fighting the fire or dealing with the emergency if such other person is willing to accept the responsibility. In such cases, other persons working under the direction of the fire chief shall be immediately informed of the change of authority.
- (J) The fire chief, or the senior officer of the department having responsibility who is present at the scene, shall insure that a preliminary investigation of each fire is conducted in accordance with N.C. Gen. Stat. § 58-79-45 as well as any additional reports that may be required by the Fire Commission or the DOI.
- (K) All fire chiefs are responsible for keeping adequate and accurate records of all fire calls as well as other records and reports that may be required by the Commission or the DOI. Fire chiefs shall file a copy of every such fire incident report with the Sampson County Fire Marshall, as required by N.C. Gen. Stat. § 58-79-45 as well as any additional reports that may be required by the Fire Commission or the DOI.
- (L) Each fire department shall compile and operate under a set of procedures, policies, and/or guidelines.
- (M) The Fire Commission, after giving due consideration to any advice offered by the Sampson County Fireman's Associate, the Sampson County Rescue Association, and law enforcement agencies within Sampson County, shall establish a set of procedures, policies, and guidelines that promotes interoperability, safety, and ensures that individual fire departments, when operating jointly, conduct fire suppression and emergency functions from a common set of procedures. Each fire department shall abide by the procedures adopted by the Fire Commission.

Section 7. Subject always to Sampson County's statutory authority to designate and prescribe the boundaries of fire districts and the DOI's authority to review and approve insurance district boundaries, the various fire departments shall by mutual agreement determine the areas

within which each will provide fire protection and solicit funds. In the event of a disagreement between fire departments, the Fire Commission shall investigate the matter and deliver to the Board of Commissioners a written recommendation as to which fire department should be given primary fire protection responsibility for the area in question. In the event that any fire department proposes the creation, expansion, reduction, or modification of any fire district, rural fire protection district, county fire service district, or insurance district, the Fire Commission shall first investigate the proposal and deliver to the Board of Commissioners a written recommendation regarding the advisability of the proposed creation, expansion, reduction, or modification.

Section 8. Each incorporated fire department desiring to qualify for financial assistance under the terms of this Resolution shall agree in the application for financial assistance to meet the minimum standards set forth in this Resolution, the terms and conditions of the fire department's contract with Sampson County, and the minimum standards promulgated by the DOI. Such application shall be signed by the president of the corporation, its secretary, and the fire chief of the department. Each municipality desiring to qualify for financial assistance to provide fire protection to property outside its corporate limits under the terms of this Resolution shall agree to the minimum standards set forth in this Resolution, the terms and conditions of its contract with Sampson County, and the minimum standards promulgated by the DOI by proper action of the municipality's governing board. The mayor, clerk to the governing board of the municipality, and the fire chief shall sign the application for financial assistance wherein the municipality agrees to meet these standards, terms, and conditions.

Section 9. Each fire department shall prepare an annual budget, which shall be provided with its annual application for financial assistance at such time and in such form as may be prescribed by the Board of Commissioners, providing for the receipt and expenditure of financial assistance from Sampson County as well as other revenue and expenditures.

Section 10. All fire departments qualifying for financial assistance under the terms of this Resolution shall be required to be represented at the quarterly meeting of the Sampson County Fireman's Association by two or more department members and be represented at each Fireman's Association Board of Directors meeting by at least one department member. The Fire Commission shall contact the board of the directors of any fire department who fails to meet this requirement after two (2) absences from either the Sampson County Fire Association meeting or the Sampson County Fire Association Board of Directors meeting or a combination of both during a given calendar year. After a third absence during a given calendar year, the Fire Commission shall notify the Board of Commissioners to withhold monthly supplement payments from the offending fire department for a period of not less than three (3) months but not more than six (6) months.

Section 11. Notwithstanding any other provision of this Resolution, Sampson County may on its own authority, subject to the terms of any contract between the County and the fire department, immediately terminate monthly supplement payments to any fire department found to be in violation of this Resolution or its contract with Sampson County. In the event of such a termination, Sampson County shall notify the Fire Commission of the termination of funding and the nature of the violation that led to the termination of funding.

Adopted the 6th day of July, 1964.

Amended the 3rd day of May, 2004.

Amended the 7th day of November, 2011.

Amended this the 3rd day of June, 2019.

By:

CLARK H. WOOTEN, Chairman,
Sampson County Board of Commissioners

ATTEST:

SUSAN J. HOLDER, Clerk to the
Sampson County Board of Commissioners

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (e)

Meeting Date: June 3, 2019

<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: Award of Bid for Maintenance of Sampson County Water Systems Elevated Tanks

DEPARTMENT: Public Works/Legal

PUBLIC HEARING: No

CONTACT PERSON(S): David Clack, Finance Officer
Lin Reynolds, Public Works Director
Joel Starling, County Attorney

PURPOSE: To consider the award of the bid for maintenance of the County's elevated water storage tanks

ATTACHMENTS: Memo, Bid Tabulation and Contract

BACKGROUND:

The County has sought Requests for Proposal (RFPs) to formally bid the maintenance of the elevated water tanks of the County's water system. After two bid solicitations, two bids were received and reviewed. Based on the evaluation of the bids received, it is recommended that the contract for professional maintenance of the elevated water tanks be awarded to the lowest, responsive, responsible bidder, Southern Corrosion Inc. in the amount of \$320,568.

The proposed contract with Southern Corrosion, Inc. is included in your agenda for consideration. It has been reviewed by the County Attorney.

RECOMMENDED ACTION OR MOTION:

Award bid as recommended to Southern Corrosion Inc. in the amount of \$320,568 and authorize execution of the associated contract



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: May 23, 2019

SUBJECT: Elevated Tank Maintenance Agreement

Attached is a summary of the bids received for the maintenance on all of the elevated water tanks owned by the County. Also attached is a draft of the agreement for same.

The lowest responsible bidder was Southern Corrosion Inc. with a bid of \$320,568 payable over an eight (8) year period. Also included is a draft contract.

We respectfully request that the Board award the bid to Southern Corrosion, Inc. and authorize the County Manager to sign the contract contingent upon the approval of the terms by the County Attorney.

Memo

To: David Clack, Finance Director
Lin Reynolds, Public Works Director
From: Juanita Brewington, CLGPO, Purchasing & Contracting Officer
Date: May 22, 2019
Re: Evaluation of Professional Maintenance of Elevated Water Tanks

On April 17, 2019 we advertised and sent out a Request for Proposal (RFP) for formal bid of the Professional Maintenance of Elevated Water Tanks to ten Water Tank Management Companies. The bid opening was on May 13, 2019, we only received two sealed bids. Per Statute, formal bidding requires at least three bids in order for bids to be opened.

On May 13, 2019 we advertised again and sent out RFP's to the same ten companies for rebid with bid opening on May 22, 2019. We received two sealed bids. Per Statute if three bids are not received after the second advertisement, we may open the bids and award the contract. Bids were opened and read.

Company Name	Bid Amount
American Tank Maintenance	\$527,723 Total for 8 year period
Southern Corrosion Inc.	\$320,568 Total for 8 year period

Based on the evaluation of the bids received, it is recommended awarding the contract for Professional Maintenance of Elevated Water Tanks to the lowest, responsive, responsible bidder, Southern Corrosion Inc.

The RFP stated the bids would be reviewed and submitted to the Board of Commissioners for action.

The Sampson County Board of Commissioners reserves the right to accept or reject any part (all or none) of any bid or bids and to award contracts in part or complete.



Engineered Tank Care Agreement

This Agreement made and entered into as of the Effective Date: _____, by and between SOUTHERN CORROSION, INC., a North Carolina corporation, having its principle office at 738 Thelma Rd, Roanoke Rapids, North Carolina, (hereinafter referred to as "Southern Corrosion") and the [County of Sampson, NC](#) (hereinafter referred to as the "Owner"):

WITNESSETH

The Owner desires that Southern Corrosion perform certain maintenance service on the water tank known as the 500,000 Gallon Hwy 421 Elevated Storage Tank, the 500,000 Gallon I-40 Elevated Storage Tank, the 500,000 Gallon Hobbton Elevated Storage Tank, and the 200,000 Gallon Old 701 Elevated Storage Tank as described in the proposal which is attached hereto and by reference made a part here of (the "Maintenance Services"); and Southern Corrosion desires to perform such Maintenance Services described in said proposal selected by the Owner upon the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual promises and covenants set forth herein the parties hereto agree as follow:

1. DEFINITIONS. For the purposes of this Agreement, the following definitions apply:

(a) "Effective date" shall mean the date on which this Agreement, executed by the Owner, is accepted by Southern Corrosion by the execution thereof by its appropriate corporate officers at its principal office.

2. TERMS OF MANAGEMENT AGREEMENT. The initial term of this Agreement shall be for a period of twelve (12) months commencing on the Effective Date, unless otherwise terminated or canceled as provided in Paragraph 7. The initial term shall be automatically extended successive additional periods of twelve (12) months each unless the Owner notifies Southern Corrosion in writing sixty (60) days prior to the expiration of the then existing term that it does not extend this Agreement.

3. PERFORMANCE OF MAINTENANCE SERVICES. Southern Corrosion shall perform the Maintenance Services selected by the Owner and described in proposal attached hereto and by reference made a part hereof.

4. CHARGES. The Owner shall pay Southern Corrosion charges for Maintenance Services selected by Owner as set forth on the proposal attached hereto and by reference made a part hereof. All charges shall be due and payable upon receipt of Southern Corrosion's invoice therefor.

5. REPRESENTATIONS BY THE OWNER. The Owner hereby makes the following representations and warranties:

(a) The Owner has full power and lawful authority to execute and deliver this Agreement and to

consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of the Owner legally binding upon the Owner and enforceable against the Owner in accordance with its terms.

6. REPRESENTATIONS BY SOUTHERN CORROSION. Southern Corrosion represents and warrants to Owner all of which represents and warranties that:

(a) That Southern Corrosion is fully authorized to enter into this Management Agreement. Southern Corrosion has full corporate power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of Southern Corrosion legally binding upon Southern Corrosion and enforceable against Southern Corrosion in accordance with its terms.

7. TERMINATION/CANCELLATION. This Agreement may be terminated/canceled by Southern Corrosion if Owner is in default of any provision hereof and such default has not been cured within twenty (20) days after notice of default is given to Owner or Owner becomes insolvent or seeks protection voluntarily or involuntarily under any Bankruptcy Law.

(a) In the event of any termination/cancellation of this Agreement, Southern Corrosion may (1) declare all amounts owed to Southern Corrosion to be immediately due and payable, (2) cease performance of all Maintenance Service hereunder without liability to Owner.

(b) In the event of default hereunder, Owner agrees to pay interest at the highest legal rate on all sums due under the Agreement and all costs of collection including a reasonable attorney's fee of fifteen percent(15%) of said amount due Southern Corrosion.

(c) The foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available in law or in equity to Southern Corrosion.

8. LIMITATION OF LIABILITY. In no event shall Southern Corrosion be liable to Owner for indirect, special or consequential damages or lost profits arising out of or related to this Management Agreement of the performance or breach thereof even if Southern Corrosion has been advised of the possibility thereof. Southern Corrosion's liability to Owner hereunder if any, shall in no event exceed the total of the amounts Owner has paid Southern Corrosion hereunder.

9. EXCUSABLE DELAY. Southern Corrosion shall not be liable for any delays or failure in performance of Maintenance Services hereunder if such delays or failures are due to strikes, inclement weather, acts of god or other causes beyond Southern Corrosion's reasonable control.

10. REGULATIONS. Performance of the Maintenance Services is predicated on work practices, methods, and procedures legal as of the effective date. Subsequently enacted regulations that effect or alter Southern Corrosion's work practices, methods, and procedures, to perform, or add additional burdens to performance, will be grounds for renegotiating the amount of payment originally agreed upon.

11. GENERAL.

(a) Notices. Notice of the breach of any covenant, warranty or other provision of the Agreement and all communications and notices provided for in this Agreement shall be deemed given when in writing, addressed to the parties at the addresses set forth below, and deposited, certified mail, postage prepaid in the United States mail:

Owner:
County of Sampson
406 County Complex Road
Suite 120 (Bldg.C)
Clinton, NC 28328

Southern Corrosion Inc.
738 Thelma Rd
Roanoke Rapids, NC 27870

(b) Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent by either party shall not be unreasonably withheld.

(c) Governing Law. This Agreement shall be construed in accordance with the laws of the State of North Carolina.

(d) Entire Agreement. This Agreement is an integrated document and contains the entire agreement between the parties. No modifications, extensions, or waiver of this Agreement or any of the provisions hereof, nor any representation, promise or condition relating to the Agreement shall be binding upon the parties hereto unless made in writing and signed by the parties hereto.

(e) Binding effects. The provisions of this Agreement shall bind and insure to the benefit of Southern Corrosion and the Owner, and their successors, legal representatives and assigns.

12. RFP AND BID FORM. Southern Corrosion and Owner incorporate herein by reference the terms and provisions of the Request for Proposals ("RFP") issued by Owner on April 12, 2019 and the Bid Form furnished by Southern Corrosion in response to the RFP. To the extent that there is any conflict between the terms and provisions of this Agreement and those of the RFP and/or Bid Form, the terms and conditions of the RFP and Bid Form shall supersede, control, and prevail. Failure on the part of Southern Corrosion to abide by any of the provisions and specifications set forth in the RFP and/or Bid Form shall constitute a material breach of this Agreement and shall constitute a basis for termination for cause by Owner, notwithstanding any provision of this Agreement to the contrary. Should the County consider Southern Corrosion in breach, the County will provide written notice of the breach and Southern Corrosion will be provided up to 45 days to remedy said breach.

13. NON-APPROPRIATION. Notwithstanding any provision of this Agreement to the contrary, all financial obligations of Owner hereunder are dependent upon, and subject to, the continuing allocation of funds by the Sampson County Board of Commissioners for such purpose. This Agreement shall automatically terminate in the event that such funds cease to be allocated or available for any reason. Should the County elect to terminate the contract due to non-appropriation of funds, Southern Corrosion will be provided written notification of the termination no less than 90 days from the date the termination takes effect.

14. INDEPENDENT CONTRACTOR. Southern Corrosion and Owner agree that Southern Corrosion is an independent contractor and shall not represent itself as an agent or employee of Owner for any purpose in the performance of its duties under this Agreement. Accordingly, Southern Corrosion shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime and other expenses and agree to indemnify, save and hold Owner, its officers, agents, and employees harmless from and against any and all losses, costs (including attorney's fees), and damage of any kind related to such matters.

15. INSURANCE AND INDEMNITY. To the fullest extent permitted by law and regulation and notwithstanding the limitation on liability contained in Paragraph 8 of this Agreement or any other provision of this Agreement to the contrary, Southern Corrosion shall indemnify and hold harmless Owner and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from Southern Corrosion's performance of this Agreement or the actions of Southern Corrosion or its officials,

employees, or contractors under this Agreement or under agreements entered into by Southern Corrosion in connection with this Agreement, including, but not limited to, agreements with subcontractors. This indemnification shall survive the termination of this Agreement. Southern Corrosion shall further understand that pursuant to the North Carolina Constitution, Owner cannot save and hold harmless and/or indemnify Southern Corrosion or Southern Corrosion's employees against any liability incurred or arising as a result of any activity of Southern Corrosion or any activity of Southern Corrosion's employees performed in connection with the Agreement. In addition, Southern Corrosion shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act.

Southern Corrosion shall be as fully responsible to Owner for the acts and omissions of its sub-contractors and of persons indirectly employed, as Southern Corrosion is for the acts and omissions of persons directly employed by it.

Southern Corrosion shall also maintain Professional Liability insurance in accordance with North Carolina insurance requirements. Additionally, Southern Corrosion shall maintain, at its expense, the following minimum insurance coverage:

General Liability Insurance: \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, pollution, professional liability, and contractual liability.

Automobile Liability Insurance: \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.

Workers Compensation: As required by North Carolina statute.

Umbrella excess liability or excess liability insurance with minimum limits of: \$4,000,000 per occurrence; \$4,000,000 products/completed operations aggregate, and including all of the following coverage on the applicable schedule of underlying Insurance: Commercial general liability, Business auto liability; Employer's liability; and Pollution liability.

Southern Corrosion, upon execution of this Agreement, shall furnish to the Owner a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice to Owner in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of Southern Corrosion. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. Southern Corrosion shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Agreement. The limits of coverage under each insurance policy maintained by Southern Corrosion shall not be interpreted as limiting Southern Corrosion's liability and obligations under the Contract.

16. HEALTH AND SAFETY. Southern Corrosion shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Maintenance Services under this Agreement. Southern Corrosion shall assign a safety officer to the project for the duration of the Agreement. Southern Corrosion shall hold harmless Owner and its elected and appointed officers, agents and employees from and against any and all court actions, legal proceedings, claims, demands, damages, cost, expenses, loss, liability, and attorney fees, arising out of defective material and products, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, state or federal codes, ordinances, order or statutes, including the Occupational Safety and Health Act (OSHA) and State Industrial Safety Act. This guarantee is an addition to and not intended as a limitation on any other warranty, expressed or implied.

17. NON-DISCRIMINATION IN EMPLOYMENT. Southern Corrosion shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability.

Southern Corrosion shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event Southern Corrosion is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be canceled, terminated, or suspended in whole or in part by Owner, and Southern Corrosion may be declared ineligible for further Owner contracts.

18. COMPLIANCE WITH LAWS. Southern Corrosion represents that it is in compliance with all federal, state, and local laws, regulations or orders, as amended or supplemented. The implementation of this Agreement shall be carried out in strict compliance with all federal, state, or local laws. Southern Corrosion shall procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulation for proper execution and completion of the work under this Agreement.

19. E-VERIFY. As a condition of payment for Maintenance Services rendered under this Agreement, Southern Corrosion shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if Southern Corrosion provides the Maintenance Services to Owner utilizing a subcontractor, Southern Corrosion shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina as well. Southern Corrosion shall verify, by affidavit, compliance of the terms of this section upon request by Owner.

20. FORUM SELECTION. The exclusive venue for any litigation arising out of the award or performance of this Agreement shall be in the General Court of Justice of Sampson County, North Carolina.

21. NON-CIRCUMVENTION. Southern Corrosion hereby certifies that the bid it submitted as part of the award of this Agreement was made without prior understanding or agreement with any corporation, firm, or person who submitted bids for the work covered by this Agreement and was in all respects fair and without collusion or fraud.

22. RECORDS RETENTION AND REVIEW. Southern Corrosion shall retain all records pertaining to this Agreement and make them available to Owner for a period of seven (7) years following receipt of final payment hereunder.

23. AUDIT RIGHTS. Owner shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of any work completed pursuant to this Agreement. Audits shall take place at times and locations mutually agreed upon by the parties; however, Southern Corrosion must make the materials to be audited available within one (1) week of Owner's request for them.

IN WITNESS WHEREOF the parties have hereto executed this Agreement in the manner provided by Law, this the day and year first above written.

ATTEST: SOUTHERN CORROSION, INC.

Asst. Secretary BY: _____
President

(Corporate Seal)

ATTEST: COUNTY OF SAMPSON, NC

_____ BY: _____

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (f)

Meeting Date: June 3, 2019

<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 type="checkbox"/>	Planning/Zoning
<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Public Hearing - Naming of Private Roads

DEPARTMENT: Emergency Management (Addressing)/ Administration

PUBLIC HEARING: Yes

CONTACT PERSON(S): Susan J. Holder, Assistant County Manager

PURPOSE: To receive public input on the naming of certain private roads

ATTACHMENTS: Memo; Hearing Ad

BACKGROUND:

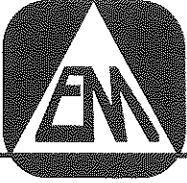
We have duly advertised this public hearing to receive comments on the recommendations of the Road Naming Committee with regard to the names of certain private roads:

PVT 1932 2258 Old Place Lane

The Chairman should open the hearing, receive any comments offered and close the hearing prior to any offered motion.

RECOMMENDED ACTION OR MOTION:

Name private roads as recommended



**SAMPSON COUNTY
EMERGENCY
MANAGEMENT
SERVICES**

**RONALD BASS
DIRECTOR
(910) 592-8996**

107 UNDERWOOD ST., CLINTON, NORTH CAROLINA 28328

MEMORANDUM:

TO: Ms. Susan Holder, Assistant County Manager

FROM: *RB*
Ronald Bass, Emergency Management

DATE: May 14, 2019

SUBJECT: Private Road Name/Public Hearing Request

The Road Naming Committee members have reviewed road name suggestions for the following pending private road. The Committee's recommendation has been listed below:

PVT 1932 2258

Old Place Ln

This is being forwarded for your review and if you concur please place this on the Board's agenda for consideration at a public hearing.

Please review and advise.

NOTICE OF PUBLIC HEARING NAMING OF PRIVATE ROADS

The Sampson County Board of Commissioners will hold a public hearing at 6:00 p.m. (or as soon as possible thereafter) on Monday, June 3, 2019, in the County Auditorium, Sampson County Complex, Building A to consider public input on the naming of the following private roads:

PVT ROAD CODE	PROPOSED NAME
PVT 1932 2258	Old Place Lane

Only those roads listed will be considered at this time. Questions or comments may be directed to the Office of the Clerk to the Board, 406 County Complex Road, Clinton, NC 28328-4111 (tel: 910/592-6308)

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (g)

Meeting Date: June 3, 2019	<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: Appointments

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Vice Chairperson Sue Lee

PURPOSE: To consider appointments to various boards and commissions

Sampson Community College Board of Trustees

The term of trustee Joyce Herring will expire on June 30, 2019. Any appointee to this Board must conform to the requirements of the State Government Ethic Act and must submit a Statement of Economic Interest for subsequent approval by the State Ethics Commission prior to assuming their trustee duties. Ms. Herring, if reappointed, has already completed this task.

Sampson County Jury Commission

The Clerk of Court has requested the appointment of a Jury Commission member to serve for the next biennium. The Board's current appointee is Chris Naylor.



SAMPSON COMMUNITY COLLEGE

P.O. Box 318
Clinton, NC 28329

p 910.592.8081
f 910.592.8048
www.sampsoncc.edu



May 3, 2019

Mr. Ed Causey, County Manager
Sampson County Board of Commissioners
435 Rowan Road
Clinton, NC 28328

Dear Ed:

As a courtesy to your office and the Sampson County Board of Commissioners, on behalf of the College's Board of Trustees, I am advising you that the term of trustee Joyce Herring will expire on June 30, 2019.

Appointments to the Board are required to conform to the requirements of the State Government Ethics Act and must submit a Statement of Economic Interest for approval by the State Ethics Commission prior to assuming the duties of a trustee (Ms. Herring, if reappointed, has already completed this task).

Thank you for your continuing support of Sampson Community College and recognizing the important role of the College's Board of Trustees. We would appreciate your notifying the College of your appointment at your earliest convenience.

If you need additional information, please contact Ms. Frankie Sutter (910-900-4043, fsutter@sampsoncc.edu) or my office.

Sincerely,

William J. Starling
President

pc: Mrs. Erika Starling, Chair
SCC Board of Trustees

Ms. Joyce Herring



CHRIS FANN, CLERK
EX OFFICIO JUDGE OF PROBATE
CLERK OF SUPERIOR COURT
SAMPSON COUNTY
CLINTON, NC
CHARLES H. HENRY
SENIOR RESIDENT SUPERIOR COURT JUDGE



May 6, 2019

Mr. Clark Wooten, Chairman
Sampson Co. Board of Commissioners
406 County Complex Rd.
Suite 120
Clinton, NC 28328

RE: JURY COMMISSION

Dear Chairman Wooten:

We respectfully ask that the Sampson County Board of Commissioners appoint someone to serve on the Jury Commission in Sampson County for the next biennium.

Thank you for your assistance in this matter.

Sincerely,

Chris Fann
Clerk of Superior Court

cc: Edwin Causey, County Manager

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3

Meeting Date: June 3, 2019

Information Only
 Report/Presentation
 Action Item
 Consent Agenda

Public Comment
 Closed Session
 Planning/Zoning
 Water District Issue

SUBJECT: Consent Agenda

DEPARTMENT: Administration/Multiple Departments

ITEM DESCRIPTIONS/ATTACHMENTS:

- a. Approve the minutes of the May 6, 2019 and May 16, 2019 meetings
- b. Adopt a resolution in support of continued affiliation with Eastpointe Human Services
- c. Approve the Juvenile Crime Prevention Council Certification and administration budget allocation as recommended by JCPC
- d. Declare as surplus and authorize transfer of 2011 Avenger enclosed trailer (4T6FB10121M014522) to Boy Scout Troop 133
- e. Approve audit contract with W. Green, PLLC for the fiscal year ending June 30, 2019
- f. Approve execution of the Memorandum of Understanding between the NC Department of Health and Human Services (DHHS) and Sampson County (Social Services) for the fiscal year 2019-2020
- g. Approve Amendment #1 to the contract between Warrick, Bradshaw & Lockamy, P.A. and Sampson County (Social Services)
- h. Award contract for Runway 24 Land Clearing Project to Spell Construction in the amount of \$114,442.50, contingent upon subsequent similar award by City of Clinton
- i. Award Clinton-Sampson Airport 5-Year General Consultant Contract to AVCON and approve master agreement for services
- j. Approve the leases between Sampson County and the Department of Public Safety (DPS) for space occupied by Probation and Parole
- k. Adopt 2019 Local Government Agencies General Records Retention and Disposition Schedule (provided as a separate document) (See also adoption as Board of Health and separate Board of Health Records Retention Schedule)

Continued next page

- l. Approve the Community Services Block Grant Program Application submitted by Action Pathways, Inc.
- m. Approve tax refunds and releases as submitted
- n. 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, May 6, 2019 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 called the meeting to order and acknowledged Vice Chairperson Lee who called upon Commissioner Godwin for the invocation. Vice Chairperson Lee then led the Pledge of Allegiance.

Approval of Agenda

Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to approve the agenda as published.

Item 1: Presentation and Reports

Report on the Revenue Neutral Rate from the 2019 Revaluation Finance Officer David Clack provided an overview on the legal requirements regarding the calculation and publication of the revenue neutral tax rate. He noted that NCGS 159-11(e) defines "revenue neutral tax rate" as the rate that is revenue neutral for the County, but not for individual tax payers, and requires that this rate be included in the proposed budget submitted by the budget officer to the governing board "for comparison purposes" in reappraisal years. Referring to the worksheet provided by the Local Government Commission, he noted that it was designed to show the tax rate that would produce the same tax levy as the prior year, adjusted for annual growth in the tax base. He explained that assessed valuation amounts from fiscal year ending June 30, 2012 through June 30, 2018 were from past audit reports on the analysis of current tax levy page, and the assessed valuation amounts for fiscal years 2018-2019 and 2019-2020 were estimated. The worksheet, he stated, calculates the valuation increase or decrease each year as well as the percent change, and this information is used to calculate an average over the preceding seven years. He noted that the average tax base growth rate over the past seven years had been approximately 2.25%. Mr. Clack highlighted that the revenue neutral property tax rate is the rate that is estimated to produce revenue for the next fiscal year equal to the revenue that would have been produced for the next fiscal year by the current tax rate if no reappraisal had occurred. He explained to calculate the revenue-neutral tax rate, the Budget Officer or Finance Officer first determine a rate that would produce revenues equal to those produced for the current fiscal year and then increase the rate by the growth factor. He noted on the worksheet that the tax rate to produce the equivalent levy (0 growth in the tax base) was .0859. He reported that the revenue neutral tax rate will be included in the Budget Ordinance, when accounting for the

average percentage increase of 2.25%, was 82.41 cents, compared to the current tax rate of 82.5 cents, which essentially meant that there was very little growth as a result of revaluation. In normal economic times, he added, the real values are pegged back to market value (or at least that's the goal of reappraisal). In "normal" economic times, the real property tax base increases after a reappraisal are usually between 20% and 40% depending on how long it's been since a county's last reappraisal. The County's reappraisal, he stated, reflected less than 3% over the total of the last eight years. Tax Administrator Jim Johnson commented on the two-year revaluation process noting the sales ratio had been strong going in, nearly 100%, so not a lot of change had been anticipated. He noted the real estate tax base had increased approximately 6% over the past year, land increased approximately 20% on most schedules (though much of it lost with the property being in present use value), residential property increased 5-10%, and commercial properties 10-20%. There was depreciation in values for mobile homes, farm houses and outbuildings. He concluded by stated that the County's sales ratio is at 99.35%, which is very close to the revaluation year ratio of 100%.

Item 2: Action Items

Consideration of Request for Financial Support for the City of Clinton's All-America City Bid Clinton All-America City Fundraising Committee Chairperson Patty Cherry and City of Clinton All-America City Chairman Jeff Shipp informed the Board that the City of Clinton was one of 20 finalists for the 2019 All-America City Award, a prestigious award bestowed annually by the National Civic League, They and discussed the committee's fundraising efforts and upcoming schedule, and requested a donation from the Board in the amount of \$7,500 to assist with the transportation of All-America City Committee members from RDU to the presentation at the Expo in Denver, Colorado. Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously that consideration of the request be deferred to budget deliberations. [It was originally thought that the County's Transportation Department might provide some ground transportation to RDU as a portion of the County's contribution, but it was determined that this was not feasible.]

Consideration of Request for Financial Support for Development of Sampson County Portion of Mountains-to-Sea Trail Bill Scott, a representative of the Friends of the Mountains-to-Sea Trail (MST), informed the Board that Friends of the MST is seeking to raise \$350,000 over the span of three years and was seeking assistance from Sampson County and all counties through which the trail travels. Mr. Scott presented a proposal for funding the development of the Sampson County portion of the MST in the amount of \$30,000 – payable at \$10,000 per year – from Sampson County. He noted that with input from local government staff and citizens, eight locations were identified where new trail development could greatly enhance the trail and attract new people to use it, including the Pondberry Bay (Roseboro area) in Sampson County. Upon a motion made by Commissioner Parker and seconded by

Commissioner Kivett, the Board voted unanimously to defer the funding request to budget deliberations.

Consideration of Award of Bid for Identification and Analysis of Sites/Opportunities for Future Economic Development County Manager Ed Causey reported on the progress of the contract for the analysis of customer service as it pertains to economic development (approved by the Board in March) and then outlined the plans for the next of economic development initiative, which includes the identification of potential sites for industrial development/industrial parks. He reported that a Request for Proposals had been distributed and six proposals had been received in response, noting that each of the proposals were good and five of the six could easily be recommended. He reviewed the range of proposal pricing (from \$34,900.00 to \$85,000.00), clarifying, however, that the pricing offered was for the work to be done, non-inclusive of the associated travel costs. He stated that after completing a thorough review of each proposal, staff recommended Global Location Strategies, because they use a phased methodology including a data alignment, a desktop evaluation, and field surveys. Moreover, the company has a background in working for corporate clients seeking sites as opposed to clients seeking to develop sites, offering a beneficial insight in developing sites that are attractive businesses. Mr. Causey suggested that the contract be awarded at \$58,000, the projected amount for the type of services that would be requested of GLS, plus anticipated travel costs of \$10,000. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to award Global Location Strategies the contract in the amount of \$58,000.00, plus \$10,000.00 for travel expenses.

Consideration of a Facility Naming Policy in Response to Request for Naming of Courthouse Extension Building County Attorney Joel Starling reviewed a draft policy to establish consistent guidelines for naming buildings and other property, including public areas, owned by Sampson County. He noted that the immediate impetus for the policy was the previous request from the Sampson County Bar Association to name the Courthouse Extension facility in honor of the late Honorable W. Douglas Parsons. He noted that once the policy was adopted, any request would be considered by the filing of the application for subsequent consideration by the Board. Upon a motion made by Commissioner Godwin and seconded by Vice Chairperson Lee, the Board voted unanimously to adopt the Facility Naming Policy. (Copy 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 rescinding the names of 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 Parker, the Board voted unanimously to rescind the private roads names Sandra Lane (PVT 1418 124) and Family Lane (PVT 1624 1375).

Appointment - Southeastern Economic Development Commission (SEDC), Private Industry Representative Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to reappoint William (Bill) Turlington to the Southeastern Economic Development Commission as the County's private sector representative.

Item 3: Consent Agenda

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

- a. Approved the minutes of the April 1, 2019 meeting
- b. Adopted a resolution proclaiming May 13, 2019 as a day of celebration of EFNEP's 50 years of programming (Copy filed in Inc. Minute Book ____ Page ____.)
- c. Adopted revised Rules of Procedure for the Sampson County Planning Board as recommended (Copy filed in Inc. Minute Book ____ Page ____.)
- d. Adopt a resolution declaring certain vehicles as surplus and authorizing disposal at public auction to be held May 31, 2019, excluding the 2004 Ford Expedition (VIN 1FMPU14W84LB43270) to be given to Suttontown EMS (Copy filed in Inc. Minute Book ____ Page ____.)
- e. Authorize execution of the food service agreement between the County (Sampson County Sheriff's Office) and Trinity Services Group, Inc., effective June 5, 2019 (Copy filed in Inc. Minute Book ____ Page ____.)
- f. Authorized the execution of the Letter of Agreement for the Airport Safety/Maintenance Project between the Sponsor (the County) and the NC Department of Transportation (Copy filed in Inc. Minute Book ____ Page ____.)
- g. Authorized the execution of the agreement between Sampson County (Emergency Medical Services) and Sampson Community College for clinical training/continuing education (Copy filed in Inc. Minute Book ____ Page ____.)
- h. Approved a request to destroy certain Human Resources records (inactive application files prior to July 1, 2017) pursuant to the County's Records Retention and Disposition policies and applicable state law
- i. Approved a late-filed land use application for Warren Farming as submitted
- j. Approved tax refunds and releases as submitted:

#8933	Jerry Byrd	\$250.46
#8938	Big Blue Store of Clinton	\$256.70
#8944	Marcia Minmich	\$129.73
#8953	Brian Faison	\$193.20
#8949	James Seabott	\$150.31
Tax Release	Clayton and Martha Honeycutt	\$5,265.58

k. Approved budget amendments as submitted:

<u>EXPENDITURE</u>		Aging		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558810	526200	FCG – Donations	\$950.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035881	408401	FCG – Donations	\$950.00	

<u>EXPENDITURE</u>		Aging		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02549580	526201	SHIIP – Dept Supplies Equipment	\$600.00	
02549580	532100	SHIIP – Telephone & Postage	\$127.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02034958	404088	Rural Health – SHIIP	\$717.00	
02034958	408401	Donations	\$10.00	

<u>EXPENDITURE</u>		Aging		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
02558680	526200	Senior Center – Dept Supplies	\$25.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
02035868	408401	Senior Center – Donations	\$25.00	

<u>EXPENDITURE</u>		Library		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11761100	526200	Department Supplies	\$2,500.00	
11761100	544200	Cultural Programming	\$2,500.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11036110	404110	Library Fines and Fees	\$1,000.00	
11036110	408401	Donations	\$600.00	
11036110	408900	Miscellaneous Revenues	\$600.00	
11036110	408930	Discard Sales	\$2,300.00	

<u>EXPENDITURE</u>		Maternal Health		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551630	531100	Travel	\$3,000.00	
12551630	544000	Contract Services	\$6,820.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535163	404000	State Assistance	\$9,820.00	
<u>EXPENDITURE</u>		Veterans Services Department		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11558200	526201	Department Supplies Equipment	\$2,216.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11035820	403615	State Assistance	\$2,216.00	
<u>EXPENDITURE</u>		Sheriff's		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243100	512200	Overtime Salaries	\$34,051.00	
11243100	518100	FICA	\$2,112.00	
11243100	518120	Medicare FICA	\$494.00	
11243100	518278	Law Enforcement Retirement	\$2,435.00	
11243100	518900	401-K Supplemental Retirement	\$1,703.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034310	402603	Federal Asset Funds	\$40,795.00	
<u>EXPENDITURE</u>		Sheriff's		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243100	555079	C.O. – Other Equip. – Narcotics	\$14,815.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034310	403631	State Substance Abuse Tax	\$14,815.00	
<u>EXPENDITURE</u>		Sheriff's		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243100	521379	Uniforms – Narcotics	\$21,000.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034310	403631	State Substance Abuse Tax	\$21,000.00	
<u>EXPENDITURE</u>		Sampson Soil & Water		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
28349610	523100	Educational Supplies	\$2,500.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
28334961	409909	Fund Bal Appropriated State	\$2,500.00	
<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243250	555000	Capital Outlay Other	\$1,625.00	
11999000	509700	Contingency		\$1,625.00
15243256	555000	Capital Outlay Other	\$49,572.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
15232556	409900	Fund Balance Appropriated	\$49,572.00	
<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
04449500	526200	Departmental Supplies	\$859.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
04034950	408900	Misc Revenue	\$859.00	
<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551640	526201	Department Supplies Equipment	\$7,856.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535164	404000	State Assistance	\$7,856.00	
<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551670	512100	Salaries	\$10,275.00	
12551670	518100	FICA	\$638.00	
12551670	518120	Medicare FICA	\$149.00	
12551670	518200	Retirement	\$777.00	
12551670	518300	Group Insurance	\$2,202.00	
12551670	518400	Dental Insurance	\$88.00	
12551670	518901	401K	\$720.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535167	404000	State Assistance	\$14,849.00	
<u>EXPENDITURE</u>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243300	551000	Capital Outlay	\$3,292.00	
11243300	539500	Training	\$300.00	

REVENUE				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11033839	408900	MISC Revenue	\$3,592.00	

- Approved Clinton City Schools Budget Amendments No. 3 (State); Approved Clinton City Schools Amendment No. 1 (Federal).

Item 4 Board Information

The Board was provided with the following items for information only:

- Upcoming Meetings
- Invitation to the Cooperative Extension Luncheon Celebrating the 50th Year of EFNEP (Lethia Lee was present to personally extend an invitation to the Board.)
- Flyer Regarding Garland Senior Center’s Older Americans Month Celebration

County Manager’s Report

County Manager Ed Causey requested that the Board recess to reconvene the current meeting to May 16, 2019, at 12 noon in the County Auditorium for the budget presentation. This will allow time for advertisement to have the public hearing regarding the budget at the Board’s regular meeting in June.

Public Comments

The Chairman opened the floor for comments, and none were received.

Recess to Reconvene

Upon a motion made by Chairman Wooten and seconded by Vice Chairperson Lee, the Board voted unanimously to recess to reconvene on May 16, 2019 at 12:00 noon for the budget presentation.

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners re-convened at 12:00 noon on Thursday, May 16, 2019, 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 reconvened the Board and acknowledged Vice Chairperson Lee, who then provided the invocation and led the Pledge of Allegiance.

Reconvene - Budget Presentation

The Chairman called upon County Manager Ed Causey for presentation of the budget message for Fiscal Year 2019-2020. (Copy attached hereto.)

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to schedule the necessary budget hearings to be held in conjunction with the Board's regular meeting on June 3, 2019.

The Board commended the staff for their efforts in preparation of the draft budget. The Chairman then provided commentary regarding the significance of increasing the tax base for Sampson County over the next 5 years considering the recent legislation that affects agriculture and livestock throughout the county and state.

Upon a motion made by Chairman Wooten and seconded by Commissioner Kivett, the Board voted unanimously to schedule the necessary economic development appropriations public hearings to be held in conjunction with the Board's regular meeting on June 3, 2019.

Miscellaneous Items

Consideration of Request for Financial Support for the City of Clinton's All-America City Bid and Approval of Funding for the Town of Harrells Nutrition Site
Commissioner Parker proposed that the Board support the City of Clinton All-America City bid and fundraising efforts by approving funding in the amount of \$7,500.00 and approve the request from the Harrells Nutrition Site for funding in the amount of \$5,000.00. County Manager Ed Causey advised that staff would recommend that if the Board wished to approve such allocations, that the funding be paid from the current year budget from the commissioners' contingency account, rather than be considered in the FY 2019-2020 budget. Upon a motion made by

Commissioner Parker and seconded by Commissioner Godwin, the Board voted unanimously to approve the requests for financial support for the City of Clinton All-America City Committee's fundraising efforts and approve funding the Town of Harrells Nutrition Site in the amounts of \$7,500.00 and \$5,000.00, respectively.

The Chairman expressed that it is critical that organizations follow the proper procedures for submitting funding requests through the budgetary process rather than meeting by meeting.

Adoption of Proclamation on the Occasion of the Town of Harrells' 20th Annual Memorial Day Celebration Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Parker, the Board voted unanimously to accept the proclamation on the occasion of the Town of Harrells' 20th Annual Memorial Day Celebration. (Copy filed in Inc. Minute Book _____, Page _____.)

Adjourn

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

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board

**RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS
OF SAMPSON COUNTY, NORTH CAROLINA IN SUPPORT OF CONTINUED AFFILIATION
WITH EASTPOINTE HUMAN SERVICES**

WHEREAS, the behavioral health requirements of Sampson County residents continue to increase, placing greater demands on already strained resources; and

WHEREAS, the Sampson County Board of Commissioners understands the need to prepare its citizens for the future transformation of behavioral healthcare services under Medicaid Transformation; and

WHEREAS, Eastpointe Human Services LME/MCO (“Eastpointe”) operates and coordinates Medicaid behavioral healthcare services for eligible members in ten (10) counties in eastern North Carolina having significant operations in Sampson County, and

WHEREAS, Sampson County, North Carolina is presently affiliated with Eastpointe for the coordination of state-funded and Medicaid behavioral healthcare services for eligible residents of Sampson County; and

WHEREAS, Eastpointe has successfully coordinated behavioral healthcare services for eligible members; and

WHEREAS, the 2018 Mental Health and Substance Use Services Consumer Perceptions of Care published by the North Carolina Department of Health and Human Services consistently reflects positive scores for Eastpointe’s performance in the coordination of behavioral healthcare services for its members; and

WHEREAS, Eastpointe has demonstrated its willingness and ability to work collaboratively with the Sampson County Board of Commissioners and Sampson County government; and

NOW, THEREFORE, BE IT RESOLVED that the Sampson County Board of Commissioners desires that Sampson County continue its affiliation with Eastpointe as a Tailored Plan in connection with the coordination of behavioral healthcare services for eligible Sampson County residents.

BE IT FURTHER RESOLVED that a copy of this resolution be shared with appropriate legislative entities in support of the Board’s desire to continue affiliation with Eastpointe as a Tailored Plan for the coordination of behavioral healthcare services for eligible Sampson County residents.

ADOPTED This _____ day of June, 2019.

SAMPSON COUNTY BOARD OF COMMISSIONERS

By: _____
Clark H. Wooten, Chairman

ATTEST:

Clerk to the Board of Commissioners



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: May 24, 2019

SUBJECT: JCPC Grant Certification and Administration Allocation FY 19-20

Attached is the annually required Juvenile Crime Prevention Council Certification and administration budget allocation recommended by the Juvenile Crime Prevention Council for approval by the Board. This is our certification that we will comply with the standards of the program.

We respectfully request that the Board approve the certification.



NC Department of Public Safety
Juvenile Crime Prevention Council Certification

Fiscal Year: 2019 - 2020

County: Sampson Date: May 13, 2019

CERTIFICATION STANDARDS

STANDARD #1 - Membership

- A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? Y
B. Is the membership list attached? Y
C. Are members appointed for two year terms and are those terms staggered? Y
D. Is membership reflective of social-economic and racial diversity of the community? Y
E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? N

If not, which positions are vacant and why?

District Attorney, Chief District Judge, Rep, United Way, No responses received when asked for a representative to be recommended. Assistance from BOC will be requested in Y 19-20.

STANDARD #2 - Organization

- A. Does the JCPC have written Bylaws? Y
B. Bylaws are [X] attached or [] on file (Select one.)
C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. Y
D. Does the JCPC have written policies and procedures for funding and review? Y
E. These policies and procedures [X] attached or [] on file. (Select one.)
F. Does the JCPC have officers and are they elected annually? Y
JCPC has: [X] Chair; [X] Vice-Chair; [X] Secretary; [X] Treasurer.

STANDARD #3 - Meetings

- A. JCPC meetings are considered open and public notice of meetings is provided. Y
B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? Y
C. Does the JCPC meet bi-monthly at a minimum? Y
D. Are minutes taken at all official meetings? Y
E. Are minutes distributed prior to or during subsequent meetings? Y

STANDARD #4 - Planning

- A. Does the JCPC conduct an annual planning process which includes a needs assessment, monitoring of programs and funding allocation process? Y
B. Is this Annual Plan presented to the Board of County Commissioners and to DPS? Y
C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? Y

Juvenile Crime Prevention Council Certification (cont'd)

STANDARD #5 - Public Awareness

- A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? (RFP, distribution list, and article attached) _____ Y
- B. Does the JCPC complete an annual needs assessment and make that information available to agencies which serve children or their families, and to interested community members? _____ Y

STANDARD #6 – No Overdue Tax Debt

- A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? _____ Y

Briefly outline the plan for correcting any areas of standards non-compliance.

Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to \$15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. *Form JCPC/OP 002 (b) JCPC Certification Budget Pages* detailing the expenditure budget must be attached to this certification.

The JCPC Certification **must be received by June 30, 2019.**

**JCPC Administrative Funds
SOURCES OF REVENUE**

DPS JCPC	
Only list requested funds for JCPC Administrative Budget.	_____ 9,363
Local	_____
Other	_____
Total	_____ 9,363

JCPC Chairperson Date

Chairman, Board of County Commissioners Date

DPS Designated Official Date



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: May 23, 2019

SUBJECT: Surplus Equipment Transfer

The Juvenile Crime Prevention Council recently voted to recommend the transfer of a trailer that is no longer needed by the program to Boy Scout Troop 133. The request from the Troop is attached.

We respectfully recommend that the 2001 Avenger enclosed trailer (4T6FB10121M014522) be declared surplus and transferred to Boy Scout Troop 133.



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: May 23, 2019

SUBJECT: Audit Contract for FY 18-19 Audit

Enclosed is the audit contract for the fiscal year ending June 30, 2019. This will be the third year that W. Green PLLC has performed our audit and is the final year included in his proposal. The price for the audit is \$50,000 and has not changed from the prior year.

We respectfully request that the Board approve the audit contract.

The of and	Governing Board BOARD OF COMMISSIONERS
	Primary Government Unit SAMPSON COUNTY
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name W GREENE PLLC
	Auditor Address PO BOX 160, WHITEVILLE, NC 28472

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Audit Report Due Date
	06/30/19	10/31/19

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

County and Multi-County Health Departments: The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on

eligibility determination as required by OSA and in accordance with the instructions and timeline provided by OSA.

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 12).

10. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

13. The Auditor shall submit the report of audit in PDF format to LGC Staff when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

If the OSA designates certain programs to be audited as major programs, as discussed in Item 2, a turnaround document and a representation letter addressed to the OSA shall be submitted to LGC Staff.

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

15. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 26 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

17. Special provisions should be limited. Please list any special provisions in an attachment.

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

19. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

21. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

22. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

23. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

24. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

25. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

26. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

27. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.

28. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

FEES FOR AUDIT SERVICES

For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter, but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8, 9, and 12 for details on other allowable and excluded fees.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year audit fee on file with the LGC, the LGC calculation prevails.

20 NCAC 03 .0505: All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law.

PRIMARY GOVERNMENT FEES


Primary Government Unit	SAMPSON COUNTY
Audit	\$40,000
Writing Financial Statements	\$10,000
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval	\$37,500.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm W GREENE PLLC	
Authorized Firm Representative (typed or printed) M. WADE GREENE, CPA CFE	Signature 
Date 01/01/19	Email Address wgreene@greenecocpa.com

GOVERNMENTAL UNIT

Governmental Unit SAMPSON COUNTY	
Date Primary Government Unit Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
Mayor/Chairperson (typed or printed) CLARK WOOTEN, CHAIRMAN	Signature
Date	Email Address cwooten@sampsonnc.com

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

(Pre-audit certificate not required for charter schools)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer (typed or printed) DAVID K. CLACK	Signature
Date of Pre-Audit Certificate	Email Address davec@sampsonnc.com

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU N/A	
Date DPCU Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE
(Pre-audit certificate not required for charter schools)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

DPCU Finance Officer (typed or printed)	Signature
Date of Pre-Audit Certificate	Email Address

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

PO Box 160
251 Washington Street
Whiteville NC 28472
P. 910-207-6564
F. 910-207-6519



January 1, 2019

County of Sampson
406 County Complex Road
Clinton, North Carolina 28328

To the Board of County Commissioners and Management:

We are pleased to confirm our understanding of the services we are to provide County of Sampson for the year ended June 30, 2019. We will audit the financial statements of governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of County of Sampson as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement County of Sampson's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County of Sampson's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI, if applicable, is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Changes in Total Pension Liability – Law Enforcement Officers' Special Separation Allowance
- Schedule of Total Pension Liability as a Percentage of Covered Payroll – LEO
- Schedule of Changes in the Net OPEB Liability and Related Ratios

- Schedule of County's Contributions (OPEB)
- Schedule of County's Proportionate Share of Net Pension Liability (Asset) (LGERS)
- Schedule of County's Contribution (LGERS)
- Schedule of County's Proportionate Share of Net Pension Liability (Asset) (ROD)
- Schedule of County's Contributions (ROD)

We have also been engaged to report on supplementary information other than RSI that accompanies County of Sampson's financial statements. We will subject the following supplementary information, if applicable, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Schedule of expenditures of federal and state awards.
- Combining and individual fund financial statements.
- Budgetary and other schedules.

The following other information, if applicable, accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- Introductory information.
- Statistical sections.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, non compliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our report will be addressed to the Management and the Board of County of Sampson. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting,

or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluation the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors. We have advised you of the limitations of our audit regarding the detection of fraud and the possible effect on the financial statements (including misappropriation of cash or other assets). We have offered to perform, as a separate engagement, extended procedures specifically designed to detect fraud and you have declined to engage us to do so at this time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of control may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of County of Sampson's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedure will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of County of Sampson's major programs. The purpose of these procedures will be to express an opinion on County of Sampson's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards, and related notes of County of Sampson in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and state awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance

that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal

statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on the date of field work.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of schedule of expenditures of federal and state awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, the Finance Officer, with suitable skill, knowledge, and experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate

confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash or other confirmations and schedules we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our report to County of Sampson; however, management is responsible for distribution of reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our report are to be made available for public inspection.

The audit documentation for this engagement is the property of W Greene, PLLC and constitutes confidential information. However, subject to applicable laws and regulations,

audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Regulator or its designee, a federal and state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of W Greene, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oversight Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately August 1, 2019 and to issue our report no later than October 31, 2019. Wade Greene is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

To ensure that W Greene PLLC's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$40,000 for the audit and \$10,000 for the preparation of the financial statements. However, any additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the County. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all our-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from

your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We appreciate the opportunity to be of service to County of Sampson and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Wade Greene

M. Wade Greene, CPA CFE
W Greene, PLLC

RESPONSE:

This letter correctly sets forth the understanding of County of Sampson.

Management signature: _____

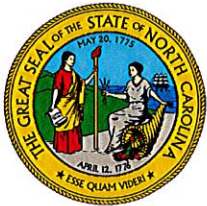
Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**
Division of Social Services

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

SUSAN OSBORNE • Assistant Secretary for County Operations

April 15, 2019

Dear County Manager and County Director of Social Services:

As you know, Session Law 2017-41 requires all counties to enter into an annual written agreement, referred to as a Memorandum of Understanding (MOU), with the Department of Health and Human Services (DHHS) for all social services programs excluding medical assistance (Medicaid). Fiscal Year (FY) 2018-2019 was the first year of these agreements.

This letter provides an overview of the MOU process for FY 2019-2020, outlines the actions that you will need to take, and includes attachments that you will need to review. In November 2018, an amendment was required to the original performance measures. Specifically, system level measures were moved from static numbers to growth measures. Further, the impact of Hurricane Florence on county and state operations delayed the data validation process. Because of these factors, no performance improvement or corrective action was initiated for MOU compliance for FY 2018-2019.

For FY 2019-2020, the performance measures remain the same as the previous MOU. DHHS has been working to create county level reports for these measures that will allow counties to produce reports for their performance on all measures and train counties in running these reports. Currently data for 13 measures can be locally generated and has been validated with DSS agencies. These measures can be found in **Attachment I** of the new MOU and are titled Mandated Performance Requirements. **These are the only measures that will be evaluated as part of the MOU for FY 2019-2020 and subject to performance improvement or corrective action.**

The remaining 13 measures, titled Performance Requirements, are found in Attachment III and **will not be included in any corrective action.** Ongoing monitoring and support activities will continue as they have in prior years for these remaining 13 measures. We will continue to develop reports and validate data for these remaining performance measures. As always, we will work with the NC Association of County Directors of Social Services and counties to assist with the data validation process.

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF SOCIAL SERVICES

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603

MAILING ADDRESS: 2401 Mail Service Center, Raleigh, NC 27699-2401

www.ncdhhs.gov • TEL: 919-527-6335 • FAX: 919-334-1018

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Several items are included with this letter for your review and information:

- Fact Sheets for each program area that provide information on the measures
- Your individual county measures for the calendar year 2018
- Memorandum of Understanding for state fiscal year 2019-2020

Please take the steps below and return signed agreements to Susan Osborne (susan.osborne@dhhs.nc.gov) and Gwen Waller (Gwendolyn.Waller@dhhs.nc.gov) no later than June 30, 2019.

1. On page 6 please add the name and contact person to whom information and notices regarding this agreement should be sent.
2. On page 10 submit this document for signature to the person who the county designates as the signature authority. Two spaces for signature have been provided, if the county elects to have the document co-signed by county leadership and the Department of Social Services director.
3. Once we receive your returned, signed copy of the MOU it will be submitted to Secretary Mandy Cohen for signature and a signed copy will be returned for your records. Please note that any signing statement, resolution or other documentation that a County may return to DHHS along with a signed MOU will be deemed separate from the MOU and not incorporated as a part of the MOU. If any documentation is physically affixed to the signed MOU, DHHS may return the MOU to be signed without any affixed documentation. DHHS will review and retain any submissions received from a County and follow up with a County as needed.

Thank you for your ongoing partnership with us in serving North Carolina's citizens with critical services. Please feel free to contact me directly if you have any questions or need any additional information.

Sincerely,



Susan G. Osborne
Assistant Secretary for County Operations

NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA METHODOLOGY

MEASURE TYPE	NO.	MEASURE DESCRIPTION	DENOMINATOR DESCRIPTION	NUMERATOR DESCRIPTION	REPORTING PERIODS	PAGE #s
CHILD SUPPORT SERVICES						
GROWTH	CS 1	The county will achieve its given annual percentage of paternities established for children born out of wedlock.	Number of children in the caseload as of the end of the preceding fiscal year who were born out-of-wedlock	Number of children in the caseload in the fiscal year who were born out-of-wedlock with paternity established or acknowledged	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
GROWTH	CS 2	The county will achieve its given annual percentage of child support cases that are under an order.	Number of IV-D Cases	Number of IV-D Cases with support orders	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
GROWTH	CS 3	The county will achieve its given annual percentage of current child support paid.	Amount Owed for Current Support IV-D Cases	Amount Collected for current support in IV-D Cases	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
GROWTH	CS 4	The county will achieve its given annual percentage of cases that received a payment towards arrears.	Number of IV-D Cases with Arrears Due	Number of IV-D Cases Paying Toward Arrears	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
GROWTH	CS 5	The county will meet its annual goal of total child support collections.	Counties' goal for total collections as determined by the Child Support Services State office	Amount collected as reported using the XPTR report, IV-D Collections Report	Reports are generated in the month after the last day of the month. EXAMPLE: Data for the month of January is as of January 31, 2018; Report is generated in February.	3-5
ENERGY PROGRAMS						
FIXED	EP 1	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	Total number of applications processed during the month	Total number of timely applications processed within one (1) business day for applicants with no heat or cooling source (accounting for weekend and holidays)	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	6
FIXED	EP 2	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	Total number of applications processed during the month	Total number of timely applications processed within two (2) business days of the application date for applicants who have a heat or cooling source (accounting for weekend and holidays)	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	6

NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA METHODOLOGY

FOOD AND NUTRITION SERVICES						
FIXED	FNS 1	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	Total number of expedited applications processed during the reporting period	Number of expedited applications processed timely	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	7-8
FIXED	FNS 2	The County will process 95% of regular FNS applications within 25 days from the date of application.	Number of regular applications processed during the reporting period	Number of regular applications processed timely	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	7-8
FIXED	FNS 3	The County will ensure that 95% of FNS recertifications are processed on time, each month.	Total number of recertifications processed during the reporting period	Total number of recertifications processed timely	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	7-8
FIXED	FNS 4	The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.	Total number of claims established during the reporting period	Total number of claims established less than or equal to 180 days	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	7-8
WORK FIRST SERVICES						
FIXED	WF 3	The County will process 95% Work First applications within 45 days of receipt.	Total number of applications due in the reporting period	Total number of applications processed timely (accounting for weekend and holidays)	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	9
FIXED	WF 4	The County will process 95% Work First recertifications no later than the last day of the current recertification period.	Total number of recertifications due in the reporting period	Number of recertifications processed by the due date (last day of the current period)	Reports are generated in the month following the actual report month. EXAMPLE: Data for the month of January represents January 1 – January 31; Report is generated in February.	9

NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA SETS

**CHILD SUPPORT SERVICES
CALENDAR YEAR 2018**

CS 1: The county will achieve its given annual percentage of paternities established for children born out of wedlock.

SAMPSON COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	100.00%	NO	97.04%	94.79%	2764	2620
FEBRUARY 2018	100.00%	YES	98.16%	96.06%	2764	2655
MARCH 2018	100.00%	YES	99.41%	97.21%	2764	2687
APRIL 2018	100.00%	YES	100.63%	98.12%	2764	2712
MAY 2018	100.00%	YES	101.83%	99.42%	2764	2748
JUNE 2018	100.00%	YES	102.85%	100.62%	2764	2781
JULY 2018	100.00%	NO	89.22%	89.81%	2689	2415
AUGUST 2018	100.00%	YES	90.58%	91.26%	2689	2454
SEPTEMBER 2018	100.00%	NO	91.68%	92.04%	2689	2475
OCTOBER 2018	100.00%	YES	92.97%	92.93%	2689	2499
NOVEMBER 2018	100.00%	YES	93.99%	94.31%	2689	2536
DECEMBER 2018	100.00%	YES	94.96%	95.09%	2689	2557

CS 2: The county will achieve its given annual percentage of child support cases that are under an order.

SAMPSON COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	87.78%	NO	88.18%	87.42%	3760	3287
FEBRUARY 2018	87.78%	NO	87.91%	86.69%	3786	3282
MARCH 2018	87.78%	NO	87.77%	86.64%	3766	3263
APRIL 2018	87.78%	YES	87.88%	88.17%	3678	3243
MAY 2018	87.78%	YES	87.89%	87.81%	3692	3242
JUNE 2018	87.78%	YES	88.23%	88.94%	3644	3241
JULY 2018	88.94%	YES	85.73%	88.67%	3653	3239
AUGUST 2018	88.94%	YES	85.32%	88.97%	3644	3242
SEPTEMBER 2018	88.94%	YES	85.26%	89.59%	3593	3219
OCTOBER 2018	88.94%	YES	84.96%	89.31%	3591	3207
NOVEMBER 2018	88.94%	YES	84.89%	88.33%	3642	3217
DECEMBER 2018	88.94%	YES	85.27%	88.44%	3632	3212

NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA SETS

CS 3: The county will achieve its given annual percentage of current child support paid.						
SAMPSON COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	67.43%	NO	67.61%	66.76%	\$4,465,868	\$2,981,586
FEBRUARY 2018	67.43%	NO	67.48%	66.67%	\$5,113,524	\$3,409,090
MARCH 2018	67.43%	NO	67.63%	66.90%	\$5,762,575	\$3,855,224
APRIL 2018	67.43%	NO	67.66%	67.07%	\$6,414,609	\$4,302,440
MAY 2018	67.43%	NO	67.82%	67.30%	\$7,072,874	\$4,760,364
JUNE 2018	67.43%	NO	67.85%	67.34%	\$7,726,449	\$5,202,713
JULY 2018	67.34%	YES	68.69%	67.18%	\$631,051	\$423,924
AUGUST 2018	67.34%	YES	68.76%	67.37%	\$1,255,793	\$845,991
SEPTEMBER 2018	67.34%	NO	67.83%	66.70%	\$1,877,535	\$1,252,349
OCTOBER 2018	67.34%	YES	68.23%	67.29%	\$2,504,927	\$1,685,491
NOVEMBER 2018	67.34%	YES	68.17%	67.49%	\$3,132,718	\$2,114,405
DECEMBER 2018	67.34%	YES	68.06%	67.62%	\$3,761,501	\$2,543,704

CS 4: The county will achieve its given annual percentage of cases that received a payment towards arrears.						
SAMPSON COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	65.18%	YES	59.63%	56.76%	2780	1578
FEBRUARY 2018	65.18%	YES	60.83%	57.45%	2827	1624
MARCH 2018	65.18%	NO	63.55%	60.54%	2851	1726
APRIL 2018	65.18%	NO	64.82%	61.88%	2878	1781
MAY 2018	65.18%	NO	66.42%	63.16%	2899	1831
JUNE 2018	65.18%	NO	67.30%	63.98%	2923	1870
JULY 2018	64.48%	YES	31.95%	27.17%	2492	677
AUGUST 2018	64.48%	YES	42.92%	36.36%	2544	925
SEPTEMBER 2018	64.48%	NO	46.23%	39.33%	2601	1023
OCTOBER 2018	64.48%	NO	51.99%	46.30%	2650	1227
NOVEMBER 2018	64.48%	NO	55.52%	49.83%	2673	1332
DECEMBER 2018	64.48%	NO	57.51%	52.52%	2698	1417

NCDHHS/COUNTY MEMORANDUM OF AGREEMENT COUNTY PERFORMANCE MEASURE DATA SETS

CS 5: The county will meet its annual goal of total child support collections.						
SAMPSON COUNTY	YOUR GOAL	IS THE GOAL ON TRACK?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	\$6,680,399	NO	55.25%	55.27%	\$6,680,399	\$3,692,394
FEBRUARY 2018	\$6,680,399	NO	62.90%	62.95%	\$6,680,399	\$4,205,285
MARCH 2018	\$6,680,399	NO	72.76%	73.04%	\$6,680,399	\$4,879,502
APRIL 2018	\$6,680,399	NO	81.30%	82.16%	\$6,680,399	\$5,488,906
MAY 2018	\$6,680,399	NO	90.38%	91.14%	\$6,680,399	\$6,088,699
JUNE 2018	\$6,680,399	NO	98.69%	99.56%	\$6,680,399	\$6,651,035
JULY 2018	\$6,651,035	NO	8.17%	8.21%	\$6,651,035	\$545,918
AUGUST 2018	\$6,651,035	NO	16.27%	15.85%	\$6,651,035	\$1,053,902
SEPTEMBER 2018	\$6,651,035	NO	23.86%	23.08%	\$6,651,035	\$1,534,757
OCTOBER 2018	\$6,651,035	NO	32.20%	31.30%	\$6,651,035	\$2,081,794
NOVEMBER 2018	\$6,651,035	NO	40.19%	39.22%	\$6,651,035	\$2,608,428
DECEMBER 2018	\$6,651,035	NO	47.93%	46.82%	\$6,651,035	\$3,114,160

**ENERGY PROGRAMS
CALENDAR YEAR 2018**

EP 1: The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.

SAMPSON COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	No	91%	93%	30	28
FEBRUARY 2018	95%	No	90%	89%	9	8
MARCH 2018	95%	Yes	93%	100%	7	7
APRIL 2018	95%	Yes	92%	100%	3	3
MAY 2018	95%	Yes	87%	100%	2	2
JUNE 2018	95%	No	87%	92%	13	12
JULY 2018	95%	No	89%	67%	3	2
AUGUST 2018	95%	No	93%	75%	4	3
SEPTEMBER 2018	95%	No	91%	33%	3	1
OCTOBER 2018	95%	No	92%	0%	1	0
NOVEMBER 2018	95%	Yes	94%	100%	10	10
DECEMBER 2018	95%	Yes	93%	100%	7	7

EP 2: The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.

SAMPSON COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	No	95%	94%	85	80
FEBRUARY 2018	95%	No	95%	92%	26	24
MARCH 2018	95%	Yes	95%	96%	28	27
APRIL 2018	95%	Yes	96%	100%	13	13
MAY 2018	95%	Yes	97%	100%	5	5
JUNE 2018	95%	Yes	96%	100%	30	30
JULY 2018	95%	No	97%	89%	9	8
AUGUST 2018	95%	No	97%	80%	15	12
SEPTEMBER 2018	95%	No	98%	82%	11	9
OCTOBER 2018	95%	No	98%	75%	12	9
NOVEMBER 2018	95%	No	97%	93%	14	13
DECEMBER 2018	95%	No	97%	89%	9	8

**FOOD AND NUTRITION SERVICES
CALENDAR YEAR 2018**

FNS 1: The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.

SAMPSON COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	97%	95%	110	104
FEBRUARY 2018	95%	No	97%	92%	62	57
MARCH 2018	95%	Yes	98%	96%	69	66
APRIL 2018	95%	No	98%	91%	65	59
MAY 2018	95%	Yes	97%	97%	73	71
JUNE 2018	95%	No	97%	94%	71	67
JULY 2018	95%	Yes	97%	98%	97	95
AUGUST 2018	95%	Yes	98%	96%	82	79
SEPTEMBER 2018	95%	Yes	97%	98%	64	63
OCTOBER 2018	95%	No	96%	93%	41	38
NOVEMBER 2018	95%	Yes	97%	100%	55	55
DECEMBER 2018	95%	Yes	97%	97%	70	68

FNS 2: The County will process 95% of regular FNS applications within 25 days from the date of application

SAMPSON COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	97%	95%	151	143
FEBRUARY 2018	95%	Yes	98%	96%	160	153
MARCH 2018	95%	Yes	98%	99%	192	190
APRIL 2018	95%	Yes	98%	100%	210	209
MAY 2018	95%	Yes	98%	99%	171	169
JUNE 2018	95%	Yes	98%	98%	189	186
JULY 2018	95%	Yes	98%	100%	177	177
AUGUST 2018	95%	Yes	98%	98%	199	196
SEPTEMBER 2018	95%	Yes	96%	97%	153	148
OCTOBER 2018	95%	Yes	96%	99%	135	133
NOVEMBER 2018	95%	Yes	97%	97%	117	114
DECEMBER 2018	95%	Yes	97%	98%	130	127

FNS 3: The County will ensure that 95% of FNS recertifications are processed on time, each month.						
SAMPSON COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	No	95%	93%	478	446
FEBRUARY 2018	95%	Yes	98%	96%	603	579
MARCH 2018	95%	Yes	98%	96%	526	507
APRIL 2018	95%	Yes	98%	95%	543	518
MAY 2018	95%	Yes	98%	97%	542	526
JUNE 2018	95%	Yes	98%	99%	497	491
JULY 2018	95%	Yes	98%	99%	423	417
AUGUST 2018	95%	Yes	98%	98%	512	500
SEPTEMBER 2018	95%	No	96%	94%	155	145
OCTOBER 2018	95%	No	88%	56%	9	5
NOVEMBER 2018	95%	Yes	97%	100%	381	381
DECEMBER 2018	95%	Yes	97%	99%	405	402

FNS 4: The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.						
SAMPSON COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	90%	No	92%	50%	2	1
FEBRUARY 2018	90%	Yes	95%	100%	1	1
MARCH 2018	90%	No	94%	50%	6	3
APRIL 2018	90%	No	97%	88%	8	7
MAY 2018	90%	No	95%	75%	4	3
JUNE 2018	90%	Yes	96%	100%	7	7
JULY 2018	90%	No	97%	67%	3	2
AUGUST 2018	90%	No	98%	43%	7	3
SEPTEMBER 2018	90%	Yes	97%	100%	3	3
OCTOBER 2018	90%	Yes	97%	90%	10	9
NOVEMBER 2018	90%	Yes	96%	100%	13	13
DECEMBER 2018	90%	No	95%	75%	12	9

**WORK FIRST SERVICES
CALENDAR YEAR 2018**

WF 3: The County will process 95% Work First applications within 45 days of receipt.

SAMPSON COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	98%	100%	14	14
FEBRUARY 2018	95%	Yes	98%	100%	8	8
MARCH 2018	95%	Yes	99%	100%	14	14
APRIL 2018	95%	Yes	99%	100%	13	13
MAY 2018	95%	Yes	99%	100%	8	8
JUNE 2018	95%	Yes	98%	100%	20	20
JULY 2018	95%	Yes	99%	100%	18	18
AUGUST 2018	95%	Yes	98%	100%	14	14
SEPTEMBER 2018	95%	Yes	98%	100%	14	14
OCTOBER 2018	95%	Yes	96%	100%	11	11
NOVEMBER 2018	95%	Yes	99%	100%	10	10
DECEMBER 2018	95%	Yes	98%	100%	12	12

WF 4: The County will process 95% Work First recertifications no later than the last day of the current recertification period.

SAMPSON COUNTY	YOUR GOAL	WAS THE GOAL MET?	STATE AVG (%)	COUNTY %	COUNTY DENOMINATOR	COUNTY NUMERATOR
JANUARY 2018	95%	Yes	98%	100%	2	2
FEBRUARY 2018	95%	Yes	96%	100%	3	3
MARCH 2018	95%	Yes	96%	100%	1	1
APRIL 2018	95%	Yes	99%	100%	3	3
MAY 2018	95%	Yes	94%	100%	2	2
JUNE 2018	95%	Yes	97%	100%	3	3
JULY 2018	95%	Yes	97%	100%	2	2
AUGUST 2018	95%	Yes	96%	100%	1	1
SEPTEMBER 2018	95%	Yes	96%	100%	4	4
OCTOBER 2018	95%	Yes	97%	100%	6	6
NOVEMBER 2018	95%	Yes	100%	100%	6	6
DECEMBER 2018	95%	Yes	100%	100%	1	1

**MEMORANDUM OF UNDERSTANDING (FISCAL YEAR 2019-20) BETWEEN
THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
SAMPSON COUNTY
A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74, an Act of the North Carolina
General Assembly**

This Memorandum of Understanding (“MOU”) is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the “Department”) and Sampson County a political subdivision of the State of North Carolina (hereinafter referred to as the “County”) to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a “Party” and collectively as the “Parties.”

TERMS OF UNDERSTANDING

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2019, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

1.0 Parties to the MOU

The only Parties to this MOU are the North Carolina Department of Health and Human Services and Sampson County, a political subdivision of the State of North Carolina.

1.1 Relationships of the Parties

Nothing contained herein shall in any way alter or change the relationship of the parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. 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 Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

Subcontracting: The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The County additionally agrees not to enter into any confidentiality agreement or provision with a subcontractor or other agent to provide services related to this MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the county enters into a contractual relationship with for the complete

administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

Assignment: No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

2.0 Terms of the MOU

The term of this MOU shall be for a period of one year beginning July 1, 2019 and ending June 30, 2020.

2.1 Default and Modification

Default: In the event the County fails to satisfy the mandated performance requirements as set forth in **Attachment I** or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

Performance Improvement/Corrective Action: Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements set forth in **Attachment I** or failure to comply with the terms of this MOU, the steps set forth in **Attachment II** will govern. For this MOU covering Fiscal Year 2019-2020, the Department will not initiate any actions set forth in **Attachment II** for a county's performance related to the performance requirements set forth in **Attachment III**. Nothing contained in this MOU shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

Waiver of Default: Waiver by the Department of any default or breach in compliance with the terms of this MOU by the County 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 MOU unless stated to be such in writing, signed by an authorized representative of the Department and the County and attached to the MOU.

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.

Modification: The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

3.0 MOU Documents

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

- (1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory.
- (2) The Terms of Understanding
- (3) Attachment I – Mandated Performance Requirements:
 - a. I-A: Child Support
 - b. I-B: Energy
 - c. I-C: Work First
 - d. I-D: Food and Nutrition Services
- (4) Attachment II – Corrective Action
- (5) Attachment III – Performance Requirements:
 - a. III-A: Child Welfare – Child Protective Services
 - b. III-B: Foster Care
 - c. III-C: Work First
 - d. III-D: Adult Protective Services
 - e. III-E: Special Assistance
 - f. III-F: Child Care Subsidy

4.0 Entire MOU

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

5.0 Definitions

While “County” is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

- (1) "County department of social services" also means the consolidated human services agency, whichever applies;
- (2) "County director of social services" also means the human services director, whichever applies; and
- (3) "County board of social services" also means the consolidated human services board, whichever applies.
- (4) "Child welfare services or program" means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
- (5) "Social services programs" or "Social services programs other than medical assistance" means social services and public assistance programs established in Chapter

108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

6.0 Audit Requirements

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. § 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.

7.0 Record Retention

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

8.0 Liabilities and Legal Obligations

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the parties as defined under the laws of the State of North Carolina.

9.0 Confidentiality

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or

organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

10.0 Secretary’s Authority Undiminished

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

11.0 MOU does not Diminish Other Legal Obligations

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County’s obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

12.0 Notice

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

For the Department of Health and Human Services, Division of Social Services

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Susan Osborne, Assistant Secretary NC DHHS 2401 Mail Service Center Raleigh, NC 27699-2401	Susan Osborne NC DHHS Doretha Dix Campus, McBryde Building Phone: 919-527-6338 E-mail: Susan.Osborne@dhhs.nc.gov

For Sampson County

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS

13.0 Responsibilities of the Department

The Department hereby agrees that its responsibilities under this MOU are as follows:

- (1) The Department shall develop performance requirements for each social services program based upon standardized metrics utilizing reliable data. The performance requirements are identified in Attachments I and II.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- (3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.
- (4) The Department shall have the following administrative responsibilities:
 - a. Staff Training and Workforce Development:
 - i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.
 - ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.
 - iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.
 - iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information in advance of the effective date of new policy to the extent possible, including interpretations and clarifications of existing policy.
 - v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
 - b. Compliance Monitoring:
 - i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.
 - ii. Provide feedback to counties with recommended changes when necessary.

- iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.
- c. Data Submission:
 - i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
 - ii. Provide counties with reliable data related to their performance requirements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
 - iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.
- d. Communication:
 - i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
 - ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
 - iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
 - iv. Provide counties with a timely response to requests for technical assistance or guidance.
 - v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
 - vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
 - vii. Communicate proactively with the County Director of Social Services on matters that effect social services programs covered under this MOU.
 - viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to, corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.
- e. Inter-agency Coordination:
 - i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.
 - ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
 - iii. Coordinate with and communicate to county DSS agencies regarding available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.

- iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.
- (5) The Department shall timely meet all of its responsibilities contained in this MOU. “Timely” shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, and policy. Where timeliness is not otherwise defined, “timely” shall mean within a reasonable time under the circumstances.

14.0 Responsibilities of the County

The County hereby agrees that its responsibilities under this MOU are as follows:

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachment I. For a County Performance Measure identified in Attachment III, the County will work towards achieving performance higher than the County’s performance in the previous fiscal year. The County will ultimately work towards achievement of the Standard Measure for all performance requirements set forth in Attachments I and III.
- (2) The County shall comply with the following administrative responsibilities
 - a. Staff Requirements and Workforce Development:
 - i. The personnel, including new hires and existing staff, involved in the County’s provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.
 - b. Compliance:
 - i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.
 - ii. Develop and implement internal controls over financial resources related to the County’s social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.
 - iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.
 - c. Data Submission:
 - i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation
 - ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.
 - iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.
 - iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.

- d. Communication:
 - i. Respond and provide related action in a timely manner to all communications received from the Department.
 - ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.
 - iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board. or the County Social Services Director, including retirements, separations, or any leave of absences greater than two calendar weeks.
 - e. Inter-agency Cooperation:
 - i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.
 - ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.
 - iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.
 - iv. Assist or operate mass shelter operations or other required disaster management responsibilities.
- (3) The County shall timely meet all its responsibilities contained in this MOU. “Timely” shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, “timely” shall mean within a reasonable time under the circumstances.

15.0 Data Security and Reporting

Data Security: The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. To the extent that the Department and the county have already entered into one or more data privacy agreements covering all or any portion of the work to be performed under this MOU, the Parties hereby adopt and incorporate such agreements by reference into this MOU as if fully set forth herein.

Duty to Report: The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs covered by the MOU. In case of a privacy and security incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

16.0 Miscellaneous

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

Amendment: This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

Effective Date: This MOU shall become effective July 1, 2019 and shall continue in effect until June 30, 2020.

Signature Warranty: Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

Sampson County

BY: _____
Name

BY: _____
Name

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

North Carolina Department of Health and Human Services

BY: _____
Secretary, Department of Health and Human Services

DATE: _____

ATTACHMENT I

MANDATED PERFORMANCE REQUIREMENTS

I-A: CHILD SUPPORT

I-B: ENERGY

I-C: WORK FIRST

I-D: FOOD AND NUTRITION SERVICES

The **Standard Measure** is the measure set forth in federal or state law, rule or policy that governs the particular program. This is the Measure that all counties are ultimately aiming to achieve.

The **County Performance Measure** is the measure that the County is required to achieve to be in compliance with this MOU. For some programs, the County's Performance Measure will be the same as the Standard Measure. For other programs, the County's Performance Measure may be greater or less than the Standard Measure, dependent upon previous year's performance.

The **Report of Performance** is the period of time in which a County's performance on a particular performance requirement is measured and reported.

**ATTACHMENT I-A
MANDATED PERFORMANCE REQUIREMENTS:**

Child Support

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	80% of paternities established or acknowledged for children born out of wedlock.	The County will achieve its given annual percentage of paternities established for children born out of wedlock.	Paternity establishment is an essential component in obtaining and enforcing support orders for children. 42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(A) NCGS 110- 129.1	Annual
2	80% of child support cases have a court order establishing support obligations.	The County will achieve its given annual percentage of child support cases that are under an order.	A court order creates a legal obligation for a noncustodial parent to provide financial support to their children. 42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(B) NCGS 110- 129.1	Annual
3	80% of current child support paid.	The County will achieve its given annual percentage of current child support paid.	The current collections rate is an indicator for the regular and timely payment of child support obligations. 42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(C) NCGS 110- 129.1	Annual
4	80% of cases received a payment towards arrears.	The County will achieve its given annual percentage of cases that received a payment towards arrears.	Collection of child support has been shown to reduce child poverty rates and improve child well-being. 42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(D) NCGS 110- 129.1	Annual
5	The county will meet its annual goal of total child support collections.	The County will meet its annual goal of total child support collections.	Measuring total child support collections is an important measure of the program because it encompasses the strength of the laws, practices, and fiscal effort to determine its effectiveness. 42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(E) NCGS 110-129.1	Annual

**ATTACHMENT I-B
MANDATED PERFORMANCE REQUIREMENTS:**

Energy Programs

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	Ensure that eligible individuals in a household without a heating or cooling source receive relief as soon as possible. 42 USC §§ 8621-8630 10A NCAC 71V	Monthly
2	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	Ensure that eligible households who are in danger of losing a heating or cooling source receive financial assistance to avert the crisis. 42 USC §§ 8621-8630 10A NCAC 71V	Monthly

**ATTACHMENT I-C
MANDATED PERFORMANCE REQUIREMENTS:**

Work First

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 95% Work First applications within 45 days of receipt.	The County will process 95% Work First applications within 45 days of receipt.	Ensure that eligible families receive Work First benefits in a timely manner. TANF State Plan FFY 2016 - 2019 NCGS 108A-31	Monthly
2	The County will process 95% Work First recertifications no later than the last day of the current recertification period.	The County will process 95% Work First recertifications no later than the last day of the current recertification period.	Ensure that Work First families continue to receive assistance and benefits without unnecessary interruption. TANF State Plan FFY 2016 - 2019 NCGS 108A-31	Monthly

**ATTACHMENT I-D
MANDATED PERFORMANCE REQUIREMENTS:**

Food and Nutrition Services

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	Ensure all expedited FNS applications are processed within required timeframes. 7 CFR § 273.2 FNS Manual: Section 315 FNS Administrative Letter 1-2015	Monthly
2	The County will process 95% of regular FNS applications within 25 days from the date of application.	The County will process 95% of regular FNS applications within 25 days from the date of application.	Ensure all regular FNS applications are processed within required timeframes. 7 CFR § 273.2 FNS Manual: Section 315 FNS Administrative Letter 1-2015	Monthly
3	The County will ensure that 95% of FNS recertifications are processed on time, each month.	The County will ensure that 95% of FNS recertifications are processed on time, each month.	Ensure that eligible families have their recertification benefits processed in a timely manner without interruption. 7 CFR § 273.14	Monthly
4	The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.	The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.	Ensure allegations of fraud are addressed promptly. 7 CFR § 273.18	Monthly

ATTACHMENT II

CORRECTIVE ACTION

For this MOU covering Fiscal Year 2019-2020, the Department **will not** initiate any actions set forth in this Attachment related to a County's compliance with the performance requirements set forth in **Attachment III**.

1. Non-Compliance with mandated performance requirements or terms of the MOU

- a. In the event a County Department of Social Services (County DSS)** fails to satisfy a mandated performance requirement set forth in **Attachment I** for three consecutive months or five months in a 12-month period, or for two consecutive 12-month periods for those requirements that are measured annually, or fails to otherwise comply with a term of this MOU, the Department will provide the County DSS with written notification identifying the relevant mandated performance requirement or term and how the County DSS failed to satisfy it.
- b. Upon receipt of notification, the County DSS shall promptly provide the Department with written acknowledgment of receipt.
- c. If the County DSS does not agree that it failed to satisfy the mandated performance requirement or comply with the terms of the MOU, it shall set forth, in writing, the basis for its disagreement. If the County DSS believes its failure to adhere to a mandated performance requirement or term of this MOU is due in whole or in part upon the failure of the Department to meet any of its responsibilities under this MOU or other external factors (i.e., limited court dates, continuances, etc.), the County DSS shall set forth in writing how the failure of the Department or external factors to meet its responsibility to the County DSS contributed to the inability of the County DSS to meet the mandated performance standard or other term of this MOU. This notice shall be received by the Department, along with all supporting documentation, within 10 business days of the County DSS' receipt of the Department's written notification of non-compliance.
- d. If written notice is received in accordance with subsection (c) of this section, the Department will provide the appropriate division director with the all documentation received. Following a review of all documentation, the division director will provide the county with a decision to proceed in developing a joint corrective action plan or to rescind the notice of non-compliance.

2. Joint Corrective Action Plan

- a. The County DSS and Department shall work together to develop a joint corrective action plan to address the non-compliance. The Parties will consider and address the County DSS's written disagreement with the identified non-compliance, if any, in the development of the joint plan.
- b. The joint corrective action plan shall include, at a minimum:
 - i. The role and responsibility of DHHS in providing support to the County DSS to address the non-compliance.

- ii. A detailed strategy with specific actions the County DSS will take to address the non-compliance and ensure ongoing compliance.
 - iii. A strategy to ensure regular supervisory oversight of the social services program at issue;
 - iv. A strategy to ensure program and case documentation is both sufficient and completed within time frames prescribed by law, rule or policy;
 - v. The performance requirements for the County that constitute successful completion of the corrective action plan;
 - vi. A plan for the continuous review of the corrective activities by both the County Director of Social Services, the County DSS Governing Board, and the Department.; and
 - vii. An acknowledgement that failure to successfully complete the corrective action plan shall result in temporary assumption of all or part of the County's administration of its social services programs.
- c. The duration of the joint corrective action plan shall not exceed 12-months. If the County demonstrates it is making progress under the joint corrective action plan, the Department may extend the duration of the plan for one additional period of 6 months.
 - d. The joint corrective action plan shall be signed by the Department and the County DSS Director. A copy of the joint corrective action plan will be sent to the Chair of the DSS Governing Board, the County Manager, and the Chair of the Board of County Commissioners.

3. Failure to Complete Corrective Action Plan/Urgent Circumstances

- a. In the event a County DSS fails to complete the joint corrective action plan or otherwise fails to comply with the terms of the joint corrective action plan, the Department may exercise its authority under the law to assume all or part of the County's social services programs.
- b. In the event a County DSS fails to complete the corrective action plan or otherwise fails to comply with the terms of the corrective action plan, the Department may exercise its authority under the law, and this MOU, to withhold federal and/or state funding.
- c. In certain urgent circumstances, the Secretary may also exercise her statutory authority to assume control of service delivery in the County pursuant to N.C.G.S. 108A-74.

** In the event the performance requirement or term of the MOU falls outside of the authority of the County DSS, the notification of non-compliance will be sent to the County, and all subsequent steps contained herein shall be followed by the County.

ATTACHMENT III

PERFORMANCE REQUIREMENTS:

III-A: CHILD WELFARE – CHILD PROTECTIVE SERVICES

III-B: CHILD WELFARE – FOSTER CARE

III-C: WORK FIRST

III-D: ADULT PROTECTIVE SERVICES

III-E: SPECIAL ASSISTANCE

III-F: CHILD CARE SUBSIDY

The **Standard Measure** is the measure set forth in federal or state law, rule or policy that governs the particular program. This is the Measure that all counties are ultimately aiming to achieve.

The **County Performance Measure** is the measure that the County is required to achieve to be in compliance with this MOU. For some programs, the County's Performance Measure will be the same as the Standard Measure. For other programs, the County's Performance Measure may be greater or less than the Standard Measure, dependent upon previous year's performance.

The **Report of Performance** is the period of time in which a County's performance on a particular performance requirement is measured and reported.

The Performance Requirements contained in this Attachment are not subject to the corrective action process set forth in Attachment II.

**ATTACHMENT III-A
PERFORMANCE REQUIREMENTS:**

Child Welfare – Child Protective Services

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will initiate 95% of all screened-in reports within required time frames	DHHS will work with the county to identify the County’s performance measure for FY 20-21 based on the County’s performance for the preceding state fiscal year	<p>Ensure that allegations of abuse, neglect and dependency are initiated timely. The timeframes for initiating an investigation of child maltreatment are defined in state law as, immediately, within 24 hours, or within 72 hours depending on the nature and severity of the alleged maltreatment.</p> <p>NC General Statutes § 7B-302; 10A NCAC 70A .0105; NCDHHS Family Services Manual: Vol. 1, Chapter VIII: Child Protective Services, Section 1408 - Investigative & Family Assessments</p>	Monthly
2	For all children who were victims of maltreatment during a twelve-month period, no more than 9.1% received a subsequent finding of maltreatment	DHHS will work with the county to identify the County’s performance measure for FY 20-21 based on the County’s performance for the preceding state fiscal year	<p>Ensure that children who have been substantiated as abused, neglected or dependent are protected from further harm.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children’s Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p>	Monthly

**ATTACHMENT III-B
PERFORMANCE REQUIREMENTS:**

Child Welfare - Foster Care

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will ensure that 95% of all foster youth have face-to-face visits by the social worker each month.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure the ongoing safety of children and the engagement and well-being of families. Child and Family Services Improvement Act of 2006 (Public Law 109-288, section 7) amending Section 422(b) of the Social Security Act (42 USC 622(b))	Monthly
2	The County will provide leadership for ensuring that 40.5% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure that children in out-of-home placements are able to obtain safe and permanent homes as soon as possible after removal from their home. National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.	Monthly
3	The County will provide leadership for ensuring that of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, or guardianship, no more than 8.3% re-enter foster care within 12 months of their discharge.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure that children existing foster care are in stable homes so that they do not re-enter foster care. CFSR: Safety Outcome 1: Children are, first and foremost protected from abuse and neglect. National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.	Monthly
4	The County will provide leadership for ensuring that of all children who enter foster care in a 12-month period	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure that children who are removed from their homes experience stability while they are in foster care.	

	<p>in the county, the rate of placement moves per 1000 days of foster care will not exceed 4.1%.</p>		<p>CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children’s Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p>	<p>Monthly</p>
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**ATTACHMENT III-C
PERFORMANCE REQUIREMENTS:**

Work First

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will collect documentation from 50% of all Work-Eligible individuals that demonstrates completion of the required number of hours of federally countable work activities.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure that all work-eligible individuals are engaged in federally countable work activities. TANF State Plan FFY 2016 - 2019 NCGS 108A-27.2(10) NCGS 108A-27.6(1) NCGS 108A-27.13(a) NCGS 108A-27.14(a)-(b)	Monthly
2	The County will collect documentation from 90% of two-parent families with Work Eligible individuals that verifies that they have completed the required number of hours of federally countable work activities.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Ensure all work-eligible two-parent families are engaged in federally countable work activities for the required number of participation hours. TANF State Plan FFY 2016 - 2019 NCGS 108A-27.2(10) NCGS 108A-27.6(1) NCGS 108A-27.13(a) NCGS 108A-27.14(a)-(b)	Monthly

**ATTACHMENT III-D
PERFORMANCE REQUIREMENTS:**

Adult Protective Services (APS)

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will complete 95% of APS evaluations involving allegations of abuse or neglect within 30 days of the report.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Responding quickly to allegations of adult maltreatment is essential to case decision-making to protect the adult. State law requires that a prompt and thorough evaluation is made of all reports of adult maltreatment. NCGS 108A-103	Monthly
2	The County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	Protecting a disabled adult from exploitation is critical to ensuring their safety and well-being. State law requires a prompt and thorough evaluation is made of all reports of adult exploitation. NCGS 108A-103	Monthly

**ATTACHMENT III-E
PERFORMANCE REQUIREMENTS:**

Special Assistance (SA)

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure eligible individuals receive supplemental payments to support stable living arrangements.</p> <p>Timely application processing of SAA benefits is essential to an individual's proper care and treatment.</p> <p>10A NCAC 71P .0604</p>	Monthly
2	The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.	DHHS will work with the county to identify the County's performance measure for FY 20-21 based on the County's performance for the preceding state fiscal year	<p>Ensure eligible individuals receive supplemental payments to support stable living arrangements.</p> <p>Timely application processing of SAD benefits is essential to an individual's proper care and treatment.</p> <p>10A NCAC 71P .0604</p>	Monthly

**ATTACHMENT III-F
PERFORMANCE REQUIREMENTS:**

Child Care Subsidy

	Standard Measure	County Performance Measure	Rationale and Authority	Report of Performance
1	The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	Ensure that families can place their children in quality child care without undue delay. North Carolina Child Care Development Fund State Plan	Monthly

Contract Amendment
Sampson County Department of Social Services

Fiscal Year Begins July 1, 2018 Ends June 30, 2019

Contract # 2
Amendment # 1

SECTION I

Agency: Warrick, Bradshaw & Lockamy, P.A.
Program: Attorney-Child Welfare Legal Services
Effective Period of the Contract: July 1, 2018 – June 30, 2019

This Contract Amendment amends the contract between the Sampson County Department of Social Services (the "County") and Warrick, Bradshaw & Lockamy, P.A. (the "Contractor"). As provided for under the terms of the contract, The County and Contractor agree to amend the provision(s) indicated in Section II below.

SECTION II

Justification/Change to Contract:

With payment of attorney invoice for April 2019, Contractor only has \$7,700.00 left in authorized funds under this contract. Due to the volume of children entering care, the monthly attorney invoice averages \$15,300.00 per month, therefore the attorney will exceed the maximum amount of \$153,500.00 with the May 2019 invoice.

This amendment changes item #5 of the general contract as follows: **The total amount paid by the County to the Contractor under this contract shall not exceed \$183,600.00 for the contract period. This amount consists of \$110,160.00 in Federal funds, \$9,180.00 in State funds and \$64,260.00 in County funds.**

This is an increase of \$10,535.00 in County funds.

SECTION III

All other terms and conditions set forth in the original contract shall remain in effect for the duration of the contract. The contract specified above is amended by this Contract Amendment effective _____.

Contractor


By: Frank L. Bradshaw

Title: President

Date: 5/17/19

County


By: Sarah W. Bradshaw

Title: Director

Date: 5/17/19

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

Attest:

County: David K. Clack

Signature: _____

Title: Finance Director

Date: _____

NORTH CAROLINA'S
SAMPSON COUNTY
OFFICE *of the* COUNTY ATTORNEY

MEMORANDUM

TO: Susan J. Holder
FROM: Joel Starling
DATE: May 23, 2019
RE: Runway 24 Land Clearing Project Award

Recently, Sampson County and the City of Clinton issued an RFP for sealed proposals for the clearing of approximately 3.0 acres of land located near Runway 24 at the Clinton-Sampson Airport. The deadline for the submission of sealed bids was April 23, 2019. A pre-bid site visit was conducted on April 10, 2019. The County and City ultimately received six bids. Staff recommend awarding the land clearing contract to the lowest responsive, responsible bidder, Spell Construction, Inc., located at 1317 Chancy Rd., Clinton, NC 28328. The project is eligible for immediate use of Non-Primary Entitlement funds and requires a 10% local match.

Should the Board of Commissioners vote to award the project to Spell Construction, Inc., the City of Clinton's Council must also vote to award the project. A formal contract would be brought before the Board of Commissioners at its July 1, 2019 regular meeting.

Materials:

1. Advertisement for Bids;
2. Recommendation to Award and Bid Tabulation Sheet.

Advertisement for Bids

**Runway 24 Land Clearing
Clinton-Sampson County Airport
Clinton, Sampson County, North Carolina**

Sealed proposals will be received by the Clinton-Sampson County Airport at 221 Libson Street Clinton, NC 28329, up to **5:00 PM, April 23rd, 2019** and thereafter evaluated for furnishing of labor, material and equipment for the Runway 24 Land Clearing project. The project will include clearing and grubbing, installation of temporary erosion control measures, fine grading and seeding of approximately 3.0 acres. It is anticipated that the contract award will be made to the lowest responsive and responsible bidder if an award is made.

A Pre-Bid site visit will be conducted on **April 10th, 2019 at 2:00 pm** at the project site. Site visit is not mandatory but is strongly encouraged for contractors who wish to submit a bid. Site visit participants shall meet at the Airport Terminal Building and will be directed to the entrance of the project site.

Proposals must be submitted in sealed envelopes with the Bidder's name, full mailing address, and General Contractor License Number shown as the return address. Sealed envelopes shall be addressed to:

Clinton-Sampson County Airport
Tom Hart, Airport Manager
221 Libson Street
Clinton, NC 28329

Proposals submitted without the prescribed information may be rejected.

All Bidders should be aware that the date, time, and location for Proposal Submittal and Opening may be modified by Addendum.

Plans, Specifications and Contract Documents may be examined at: W.K. Dickson & Co., Inc. 720 Corporate Center Dr., Raleigh, NC 27607. Plans, Specifications, and Contract Documents are available for purchase by going to Plan Room at www.wkdickson.com. Please note that only registered plan holders may bid as a General Contractor.

All Contractors are hereby notified that they must have proper licenses under the state law for their trades.

All Contractors are hereby notified that they must have proper licenses under the state law for their trades. General Contractors are notified that applicable statues of North Carolina will be observed in receiving and awarding general contracts.

The State Department of Transportation and the United States Government have agreed to reimburse the Owner for portions of the project costs. The Owner will not accept or consider proposals from any contractor whose name, at the time of opening of bids or award, appears on the current list of ineligible contractors published by the Comptroller General of the United States under Section 5.6 (b) of the Regulations of the Secretary of Labor (29) CFR nor a proposal from any firm, corporation, partnership, or proprietorship in which an ineligible contractor who, at the time of the opening of bids or the award, is removed from the North Carolina Department of Transportation's list of prequalified contractors.

Contractors desiring to perform work on NCDOT projects shall pre-qualify with the Department. Upon pre-qualification, Contractors will be placed on the Department's Prequalified Bidders List and/or the Approved Subcontractors List, depending on the application submitted. The requirements for pre-qualification are listed in section 102-2 of the Standard Specifications for Roads and Structures, January 2018. For more information please refer to the NCDOT website at <https://connect.ncdot.gov/business/Prequal/Pages/default.aspx>

Bidders must be prequalified by the NCDOT prior to submitting a bid. Subcontractors performing work on this project must be prequalified prior to performing any work on this project.

Each proposal shall be accompanied by a cash deposit or a certified check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to not less than 5% of the proposal or a bid bond of 5% of the bid executed by a surety company licensed under the laws of North Carolina to execute such bonds. The deposits shall be made payable to the Owner and shall be retained by the Owner as liquidated damages in the event of the successful bidder fails to properly execute the contract within ten (10) days after award and to give satisfactory surety as required by law.

By submitting a bid the Contractor certifies that he has under his direct control or at his disposal the men, equipment, and materials required to execute this work as specified. Lack of such control or availability of men, equipment or materials shall constitute failure to properly execute the Contract. Performance and Labor and Material Payment Bonds will be required for 100% of the Contract price, with a surety or sureties legally authorized to do business in the State of North Carolina.

A bid may be withdrawn only as provided by the applicable statues of North Carolina. If a bid is withdrawn within 90 days of the bid opening, the Bid Guarantee shall be forfeited; provided that, if the request to withdraw is made not later than 72 hours after the opening of bids, and if the withdrawal is allowed, the Owner may return the bid guarantee.

The project is conditioned upon the receipt of federal funding under provisions of the Airport and Airways Safety and Capacity Expansion Act of 1987 and most recently Wendell H. Ford Aviation Investment and Reform Act for 21st Century (AIR-21). Certain mandatory federal requirements apply to this solicitation and will be made part of any contract awarded.

1. Buy American Preference (Title 49 United States Code, Chap 501);
2. Foreign Trade Restriction (49 CFR Part 30);

3. Disadvantaged Business Enterprise (49 CFR Part 26);
4. Davis-Bacon Act (29 CFR Part 5);
5. Equal Employment Opportunity (Executive Order 11246 and 41 CFR Part 60);
6. Goals for Minority and Female Participation (41 CFR Part 60-4.2);
7. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8);
8. Debarment, Suspension, Ineligibility and Voluntary Exclusion (49 CFR Part 29).
9. Drug-Free Workplace Act of 1988 (41 USC 702-706).

NON-DISCRIMINATION CLAUSE: The Special Provisions (SPIG61) of the North Carolina Department of Transportation, apply to this contract. It is the policy of the Clinton -Sampson County Airport to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offers, including those who qualify as DBE. A DBE contract goal of zero (0%) percent has been established for this contract. The bidder/offers shall make good faith efforts, as defined in SPIG61 to meet the contract goal by utilizing DBE's in the performance of this contract.

The apparent successful bidder will be required to submit in the "Proposal" section of his bid the information concerning the DBE(s) that will participate in this contract. This information will include: (1) the names, addresses and telephone numbers of DBE firms that will participate in the contract, and the certifying agency documentation of current status as a bona fide DBE; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating (4) written documentation of the bidder/offers's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; and (5) written confirmation from the DBE that is participating in the contract as provided in the commitment made under (4).

If the bidder fails to achieve the contract goal stated herein, he will be required to provide documentation demonstrating that he made a good faith effort. The bidder's documentation shall be submitted in accordance with the provisions of SPIG61.

The Owner reserves the right to reject any or all bids and to waive informalities and minor irregularities.

Clinton -Sampson County Airport
Tom Hart, Airport Manager
221 Libson St.
Clinton, NC 28329

End of Advertisement for Bids

May 2, 2019

Tom Hart
City of Clinton
221 Lisbon Street
Clinton, NC 28328

**RE: Runway 24 Land Clearing – Recommendation to Award
WKD No. 70371.17.RA**

Dear Tom,

Enclosed is the Certified Bid Tabulation for Runway 24 Land Clearing project at Clinton-Sampson County Airport. Bidders are listed in ascending order, and the low bidder is Spell Construction Company. During our review of the six bids that were submitted, we found one math error on line item 2 of the Spell Construction Bid in the amount of \$1,500. The Certified Bid Tabulation reflects that this number has been corrected. As of the date of this letter, Spell Construction Company of 1317 Chancy Rd, Clinton NC has an active North Carolina general contractor license and is a certified NCDOT contractor. Based on this information, we recommend that the Clinton-Sampson County Airport award the subject contract in the amount of \$114,442.50 to Spell Construction Company.

This project is eligible for immediate use of available Non-Primary Entitlement (NPE) Funds, provided by the FAA and administered through the North Carolina Department of Transportation, Division of Aviation. NPE funds cover 90% of project costs and requires a 10% local match.

If you have any questions or need any other information regarding this award, please contact me at 919-782-0495.

Sincerely,

W. K. Dickson & Co., Inc.



Jason P. Kennedy, PE
Enclosure

BID TABULATION SHEET

OWNER: Clinton-Sampson County Airport
 PROJECT: Runway 24 Land Clearing
 LOCATION: 221 Lisbon Street, Clinton, NC 28329
 DATE: 23-Apr-19

I Certify that this is a true and corrected record of bids received.

[Signature] 4/30/19
 W.K. Dickson & Co., Inc.
 Raleigh, N.C.

NC License No F-0374

Please note that items that have been bolded, highlighted and italicized are mathematical corrections.

Firm:		SPELL CONSTRUCTION COMPANY		RIFENBURG CONSTRUCTION INC.		N&N CONSTRUCTION INC.		GRAHAM COUNTY LAND CO., INC.		ADAMS CONTRACTING CO., INC.		SIMMONS PUBLIC UTILITY SITE WORK				
Address:		1317 Chancey Street Clinton, NC 28328		440 West Barbee Street Zebulon, NC 27597		114 Ali Drive Hayesville, NC 28904		750 Tallulah Road Robbinsville, NC 28771		88 State Shed Road Robbinsville, NC 28771		6545 Dothan Road Tabor City, NC 28463				
License Number/Bid Bond		NC License No. 81600		NC License No. 37580		NC License No. 81756		NC License No. 73706		NC License No. 10370		NC License No. 81522				
ITEM NO.	PAYMENT SPECIFICATION REFERENCE	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	M-101	Mobilization	1.0	LS	\$ 15,000.00	\$ 15,000.00	\$ 46,000.00	\$ 46,000.00	\$ 16,000.00	\$ 16,000.00	\$ 46,000.00	\$ 46,000.00	\$ 28,000.00	\$ 28,000.00	\$ 20,000.00	\$ 20,000.00
2	P-151	Clearing	0.9	AC	\$ 15,000.00	\$ 13,500.00	\$ 10,000.00	\$ 9,000.00	\$ 30,000.00	\$ 27,000.00	\$ 15,000.00	\$ 13,500.00	\$ 48,000.00	\$ 43,200.00	\$ 70,000.00	\$ 63,000.00
3	P-151	Clearing & Grubbing	2.3	AC	\$ 12,500.00	\$ 28,750.00	\$ 12,000.00	\$ 27,600.00	\$ 30,000.00	\$ 69,000.00	\$ 14,000.00	\$ 32,200.00	\$ 32,000.00	\$ 73,600.00	\$ 30,459.75	\$ 70,057.43
4	P-156	Construction Entrance	1.0	EA	\$ 4,500.00	\$ 4,500.00	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,862.00	\$ 2,862.00
5	P-156	Temporary Silt Fence	1065.0	LF	\$ 4.50	\$ 4,792.50	\$ 4.00	\$ 4,260.00	\$ 4.22	\$ 4,500.00	\$ 4.00	\$ 4,260.00	\$ 2.00	\$ 2,130.00	\$ 4.50	\$ 4,792.50
6	P-156	Temporary Silt Fence Outlet	2.0	EA	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 200.00	\$ 400.00	\$ 195.00	\$ 390.00	\$ 1,000.00	\$ 2,000.00	\$ 375.00	\$ 750.00
7	P-156	Temporary Seeding & Mulching	3.2	AC	\$ 1,500.00	\$ 4,800.00	\$ 100.00	\$ 320.00	\$ 2,540.00	\$ 8,128.00	\$ 1,000.00	\$ 3,200.00	\$ 500.00	\$ 1,600.00	\$ 500.00	\$ 1,600.00
8	T-901	Permanent Seeding & Mulching	3.2	AC	\$ 3,000.00	\$ 9,600.00	\$ 3,600.00	\$ 11,520.00	\$ 2,540.00	\$ 8,128.00	\$ 4,000.00	\$ 12,800.00	\$ 5,000.00	\$ 16,000.00	\$ 5,356.52	\$ 17,140.86
9	T-905	Topsoiling (Obtained Offsite)	1300.0	CY	\$ 25.00	\$ 32,500.00	\$ 38.00	\$ 49,400.00	\$ 20.00	\$ 26,000.00	\$ 40.00	\$ 52,000.00	\$ 5.00	\$ 6,500.00	\$ 35.00	\$ 45,500.00
TOTAL BASE BID:					\$ 114,442.50			\$ 152,100.00		\$ 163,656.00		\$ 168,850.00		\$ 175,030.00		\$ 225,702.79

NORTH CAROLINA'S
SAMPSON COUNTY
OFFICE *of the* COUNTY ATTORNEY

MEMORANDUM

TO: Susan J. Holder
FROM: Joel Starling
DATE: May 22, 2019
RE: Clinton-Sampson Airport Five-Year General Consultant Contract

On November 18, 2013, Sampson County and the City of Clinton executed their most recent contract with WK Dickson, the engineering firm that has served as the general consultant for the Clinton-Sampson Airport since before 2013. That contract has since expired. On April 17, 2019, Sampson County issued an RFQ, requesting proposals from engineering firms to enter into a five-year contract to provide engineering and planning services for the Clinton-Sampson Airport. The County received proposals from AVCON, Delta Airport Consultants, Parish & Partners, and WK Dickson. (A copy of each proposal will be available for inspection upon request.) The proposals were each scored using the criteria set forth in the RFQ. The Clinton-Sampson Airport Advisory Board ultimately recommended that AVCON be awarded the five-year contract.

Should the Board of Commissioners vote to approve the contract with AVCON, the City of Clinton's Council must also approve the contract before the same is effective.

Materials:

1. RFQ issued by Sampson County on April 17, 2019;
2. Proposed Master Agreement Between Sampson County, The City of Clinton, and AVCON, Inc. for Continuing Professional Services.

REQUEST FOR QUALIFICATION

The Clinton-Sampson County Airport Commission is soliciting Request for Qualifications from interested and qualified Aviation Engineers for planning and engineering services required for the next five years for the Clinton-Sampson County Airport.

PURPOSE:

The purpose of this Request for Qualifications is to obtain expert professional, technical, and advisory services while developing the Clinton-Sampson County Airport during this period.

REQUIREMENTS/AGREEMENTS:

The successful proposer will be required to enter into an agreement with the City of Clinton (the "City") and Sampson County (the "County") which will be reviewed by the North Carolina Division of Aviation and the Federal Aviation Administration. The types of services and expertise required for this solicitation are described in Attachment "A". Engineers offering expertise in the services described in Attachment "A" are encouraged to submit statements of qualifications.

PROPOSAL CONTENT AND EVALUATION:

Six (6) copies of your proposal must be received by 2:00 pm, May 6, 2019. The proposals must be complete, include information requested in these instructions, and the total pages of the submittal shall not exceed twenty (20) pages. The outside of the envelope should be marked "AIRPORT PLANNING AND ENGINEERING SERVICES" addressed to:

Juanita Brewington, Purchasing and Contracting Officer
Sampson County Finance
406 County Complex Road, Suite 120
Clinton, NC 28328

Include in your proposal the following specific items which will assist in the evaluation of all proposals:

1. Corporate Qualifications

- a. Brief history of firm.
- b. Previous experience of similar projects.
- c. Resumes of key personnel available for this project.
- d. Location of the office to perform the work.

2. Performance on Previous Projects

- a. On-time/in-budget performance on projects.
- b. At least three (3) airport references with telephone numbers.

3. Sub-consultants (if used)

- a. Provide a listing of all sub-consultants which are proposed to be a part of the team. Include responsibilities and qualifications for each sub-consultant.

4. Present work load

- a. Key staff assignments through project period.
- b. Commitments - vs.- resources of office to do work.

5. EEO policy of the firm.

6. Supplemental information which you feel is important for us to consider your firm.

DO NOT INCLUDE A PRICED PROPOSAL.

INQUIRIES:

Questions that arise shall be in writing directed to Lynn Reynolds, Public Works Director, at 910-592-0188 ext. 4941 no later than April 29, 2018. Questions and answers may be provided to others receiving this request.

INCURRING COSTS:

The City and the County are not liable for any cost incurred by the Engineer in the preparation or presentation of a response to this request.

RIGHT TO AWARD OR REJECT:

It is understood that all submittals will become part of the public's file on this matter, without obligation to the City or the County. The City and the County reserve the right to reject any or all submittals. This RFQ does not commit the City or the County to enter into a contract or award any services related to the RFQ.

SELECTION AND EVALUATION:

The City and the County will evaluate the submittals received, will review all requests, evaluate for required criteria, select the highest qualified Engineer and enter into negotiations with the number one ranked firm.

Each of the criteria listed in this outline will be evaluated on how fully each submittal meets the requirements, and each will be ranked. Particular emphasis will be placed on the Engineers past successful completion of similar projects shown by work summaries of the firm and individuals to do the work, and by references.

STATEMENT OF INTEREST AND QUALIFICATIONS:

Each submittal from a qualified Engineer received in response to this request will be judged as a demonstration of the Consultant's capabilities and qualifications. Only those Consultants who supply complete information as required by this request will be considered for evaluation. The factors used to determine this will be:

1. An understanding of the requirements of this request demonstrated by the organization, clarity, and completeness of the submittal.
2. The past performance record and qualifications of the firm and the individuals who will do the work, verifiable through references and resumes.
3. The ability of the Engineer to provide a timely response.

EVALUATION CRITERIA:

The Contract will be awarded only to a qualified Engineer. Minimum standards for qualifications are:

1. Having the necessary airport experience, organization, technical and managerial staff, and the facilities to carry out this work. (30 Points)
2. Having an adequate past record of performance on similar airport projects, verifiable through references. (25 Points)
3. Having familiarity with the airport and surrounding area. (15 Points)
5. Having the financial and personnel resources for the performance of the Contract, or the ability to obtain such resources. (15 Points)
6. Being an Equal Opportunity Employer and being otherwise qualified by law to enter into a contract such as this. (5 Points)
7. The Consultant's proximity to the Airport (10 Points)

SELECTION:

The final recommendation for selection will be made following the review and ranking of the submittals. After selection of an Engineer, a contract will be prepared based on a negotiated Scope of Services and final cost. Should the negotiation be unsuccessful with the number one ranked firm, negotiations will cease with that firm, and negotiations will begin with the number two ranked firm. This process will continue until a satisfactory contract is obtained.

CONTRACT REQUIREMENTS:

The successful Engineer will be required to complete a Service Contract, which will incorporate the submittal and work schedule as a part of the Contract. In addition, it will be necessary for the successful Engineer to be covered by Worker's Compensation insurance which will extend to the work done within the State of North Carolina.

Disadvantaged Business Enterprise (DBE) goals may be established for selected subcontracted tasks. The City and the County may require a list of DBE's, their responsibilities and qualifications, and dollar value of their participation at the time specific projects are identified and the Contract is being negotiated.

The DBE firms must be able to be certified to the satisfaction of the Federal Aviation Administration and North Carolina Department of Transportation.

INSURANCE REQUIREMENTS:

The successful Engineer shall provide the following insurance requirements:

1. Worker's Compensation
2. Employers Liability \$100,000
3. Comprehensive General Liability \$1,000,000
4. Automobile Liability \$100,000
5. Professional Liability/Errors and Omissions Coverage

ATTACHMENT "A"

SCOPE OF ENGINEER SERVICES

1. **Preliminary Phase:** Conduct all necessary planning, environmental, and engineering surveys and studies, prepare design, sketches, estimates and documents, and provide preliminary consultation services to the Clinton-Sampson County Airport Board in support of pre-applications and applications for federal and state funds.
2. **Design Phase:** Prepare total project design and engineer's report for submittal to the FAA and the NCDOT Division of Aviation; prepare drawings, specifications, and contract documents for the furnishing of all labor, materials, and equipment necessary for each of the projects described herein, including the preparation of such documents as may be required, obtain the approval of such agencies and legally constituted authorities having jurisdiction over the review of drawings, specifications, contract and other required documents; and prepare specifications and contract documents for taking laboratory testing proposals.
3. **Construction Phase:** Administer the letting of all contracts relative to the projects; advise and assist the City and the County in making the contract awards; make necessary visits to the job site to observe the progress and quality of the work and determine if the work is substantially in accordance with the contract documents, plans and specifications; be available to the contractors for interpretations of contract documents, plans and specifications; review shop drawings, diagrams, illustrations, catalog data, samples, test results, inspections, and other data which contractor and/or laboratory submits for compliance with their contract or change orders which do not involve substantial changes in the general scope of the project; review contractor's application for payment and determine amounts owing to contracts based upon the contract documents; prepare periodic reports required by the FAA and the NCDOT; conduct final inspection of work for substantial compliance with contract documents, plans and specifications; and approve, in writing, final payment to the contractors.
4. **Record Drawings:** Upon completion of all construction and work involved, furnish the City and the County one set of reproducible record drawings and an updated ALP depicting the work as completed.
5. **Resident Inspection:** Furnish and maintain at the job site a competent Resident Inspector during periods of significant construction and work being done, who shall inspect all materials and finished workmanship, keep the necessary or required daily or weekly diaries or records, review estimates for payments to contractors, and provide liaison between the Engineer and the City and the County.

**MASTER AGREEMENT BETWEEN SAMPSON COUNTY, THE CITY OF CLINTON
AND AVCON, INC. FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this ____ day of June, 2019, by and between SAMPSON COUNTY and THE CITY OF CLINTON, bodies corporate and politic (“the Client” or “Sponsor”), and AVCON, INC., a Florida corporation doing business in the State of North Carolina as AVCON ENGINEERS & PLANNERS, INC. pursuant to a Certificate of Authority issued by the Secretary of State of North Carolina (“the Consultant”).

WHEREAS, the Client desires to engage the Consultant from time to time to perform certain professional Consulting services; and

WHEREAS, the Client and the Consultant desire to set forth herein the general terms and conditions whereby the Consultant will from time to time be engaged on one or more projects (with respect to each engagement "the Project") to provide services to the Client, the particulars of each such engagement being set forth in an executed Project Task Order (“TO”);

NOW, THEREFORE, the Client and the Consultant, in consideration of their mutual covenants herein, agree in respect of the performance of professional Consulting services by the Consultant and the payment of those services by the Client as set forth below.

(1) Scope of Services. The undertaking of the Consultant to perform professional Services under this Agreement extends only to the services set forth in TO’s (“the Services”). However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services (“Additional Services”) and shall be compensated as set forth below. In addition, the Consultant is authorized to perform, and will be similarly compensated therefor, Additional Services for those services the Consultant deems advisable due to emergencies, errors or other unanticipated actions by the Client's contractor(s), revised regulations governing the Consultant's services, or requirements of authorities if, in the Consultant's opinion, such Additional Services are clearly in the Client's interest, and advance authorization cannot be obtained. In the event of the performance of such Additional Services, the Consultant will notify the Client as soon as practical of the necessity, extent, and inception of the Additional Services.

(2) Client's Responsibilities. In addition to other responsibilities described in this Agreement or imposed by law, the Client shall have the following responsibilities:

(a) Designate in writing a person to act as the Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the Consultant's services for the Project.

(b) Provide all criteria and full information as to the Client's requirements for the Project, including objectives and constraints, space, capacity and performance requirements and expectations, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the Client will require to be used or included in the drawings and specifications.

(c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.

(d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in the TO in question) (i) data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment; (ii) appropriate professional interpretations of all of the foregoing; (iii) environmental assessment and impact statements; (iv) property, boundary, easement, right-of-way, topographic and utility surveys; (v) property descriptions; (vi) zoning, deed and other land use restrictions; and (vii) other special data or consultations; all of which Consultant may use and rely upon.

(e) Provide Consultant surveys to establish reference points for construction (except to the extent provided otherwise in the TO in question).

(f) Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

(g) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the Client for delays resulting from Client's failure to review documents promptly.

(h) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

(i) Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such as legal services as the Client may require or the Consultant may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by any contractor(s) employed by the Client (hereinafter the "Contractor"), such auditing services as the Client may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the Client may require to ascertain that the Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

(j) If the Client designates a person to represent the Client at the site who is not the Consultant or the Consultant's agent or employee, set forth the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of the Consultant, stating these matters in an exhibit that is to be identified, attached to, and made a part of this Agreement before such services begin.

(k) If more than one prime contract is to be awarded for construction, materials, equipment and services for the Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

(l) Furnish to the Consultant data or estimated figures as to the Client's anticipated costs for services to be provided by others for the Client as required for the Consultant to support opinions of probable total Project costs.

(m) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

(n) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or nonconformance in any aspect of the Project.

(o) Bear all costs incident to compliance with the requirements of this paragraph.

(3) Period of Services. The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Consultant's Services. The Consultant shall begin work timely on each TO after receipt of a fully executed copy of the TO in question. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. Such suspension or delay shall not terminate the TO or this Agreement unless the Consultant elects to terminate in accordance with other provisions of

this Agreement. If such suspension or delay extends for more than six months (cumulatively), the rates of compensation in this Agreement and the TO shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the TO in question.

(b) The Client shall pay the Consultant an amount based upon the Consultant's then current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses may be billed at 1.10 times cost.

(c) If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the TO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the TO shall be the liability of the Client.

(d) In addition to amounts payable by the Client to the Consultant hereunder, the Client shall be invoiced for and shall pay to the Consultant in accordance with these provisions all taxes, if any, whether state, local, or federal levied with respect to such amounts.

(5) Compensation for Additional Services. If upon the request of the Client, the Consultant performs Additional Services hereunder, the Client shall pay the Consultant an amount agreed to by the parties.

(6) Method of Payment.

(a) Invoices will be submitted by the Consultant to the Client periodically for services performed and expenses incurred. Payment of each invoice will be due within twenty-five (25) days of receipt. Interest may be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant for services and expenses within thirty (30) days after the Consultant's transmittal of its invoice therefor, the Consultant may, after giving seven (7) days' written notice to the Client, suspend services under this Agreement or the TO in question until it has been paid in full all amounts due.

(b) If the Client objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing.

(c) The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Consultant pursuant to this Agreement is not subject to any contingency.

(7) Non-appropriation. Notwithstanding any provision herein to the contrary, all financial obligations of the Client under this Agreement are dependent upon, and subject to, the continuing allocation of funds by the Sampson County Board of Commissioners and the Clinton City Council for such purpose. This Agreement shall automatically terminate in the event that such funds cease to be allocated or available for any reason.

(8) Use of Documents. All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described herein. They are not intended or represented to be suitable for partial use or reuse by the Client or others on extensions of this Project or on any other project. Any modifications made by the Client to any of the Consultant's documents, including the partial use of the Consultant's documents, or any reuse without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability or legal exposure to the Consultant. The Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting therefrom. Any such authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. The Client shall have complete access to all documents pertaining to the Client.

(9) Opinions of Cost. Since the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services by the Client.

(10) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Consultant will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation hereunder is determined on an hourly basis,

the amount payable to the Consultant for services so rendered shall be established on the basis of the time and authorized expenses actually incurred on the Project to the effective date of termination. If the Consultant's compensation under this Agreement is a lump sum, upon such termination the amount payable to the Consultant for services rendered will be a proportional amount of the total fee based on a ratio of the services done, as reasonably determined by the Consultant, to the total services which were to have been performed, less prior partial payments, if any.

(11) Insurance. The Consultant is protected by Workers' Compensation insurance, professional liability insurance, and public liability insurance for bodily injury and property damage and will exchange certificates of insurance upon request. If the Client specifically directs the Consultant to obtain increased insurance coverage, or if the nature of the Consultant's activities requires additional Workers' Compensation or similar insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(12) Liability. The Consultant shall maintain during the term of this Agreement, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per occurrence. Such coverage shall be maintained for a period of one (1) year following completion and acceptance of any work performed under this Agreement. The Consultant shall not be liable for unforeseen subsurface conditions.

(13) Certifications. The Consultant shall not be required to execute any certifications or other documents that in any way might, in the judgment of the Consultant, increase the Consultant's risk or affect the availability or cost of its insurance.

(14) Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within three years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) Hazardous Substances.

(a) Unless stated in the TO, it is agreed that the Client does not request the Consultant to perform any services or to make any determinations involving hazardous substances or conditions, as defined by federal or state law. If such services are agreed to, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's

services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

(b) The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its services. The parties shall decide if Consultant is to proceed with testing and evaluation and may enter into further agreements as to the additional scope, fee, and terms for such services.

(c) Except to the extent of negligence, if any, on the part of the Consultant in performing services expressly undertaken in connection with hazardous substances and conditions, the Client agrees to hold harmless, indemnify, and defend the Consultant from and against any and all claims, losses, damages, liability, and costs in any way arising out or connected with the presence, discharge, release, or escape of hazardous substances or conditions of any kind, or environmental liability of any nature, in any manner related to services of the Consultant.

(16) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(17) Limitation on Indemnity. The Client and the Consultant acknowledge and understand that an unlimited indemnification of any party by the Client constitutes a violation of the North Carolina Constitution and is void and unenforceable by operation of law. Any indemnifications given by the Client to any party pursuant to this Agreement shall be deemed to be given only to the fullest extent allowed by law, notwithstanding any provision of this Agreement to the contrary.

(18) E-Verify Certificatoin. At all times during the performance of this Agreement, Consultant shall fully comply with Article 2 of Chapter 64 of the North Carolina General Statutes and shall ensure compliance by any subcontractors utilized by Consultant. Consultant shall execute an affidavit verifying such compliance upon request by the Client. _____

(19) Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent professional associates, subconsultants, and suppliers as the Consultant may deem appropriate to assist in the performance of the Services.

(20) Confidentiality. The Client hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(21) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of North Carolina. This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both the

Consultant and the Client. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(22) Duration of this Agreement. This Agreement shall be effective from the date of execution by both parties until five years after such date. TOs agreed to by both parties within such five-year period shall be valid and binding until the agreements and promises thereunder are completed, and the terms and conditions of the Agreement shall remain in effect until all obligations under said TOs are completed. This Agreement may be extended or renewed, with or without changes, by written amendment.

(23) FAA CONTRACTUAL REQUIREMENTS FOR ALL A/E CONTRACTS

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS
Reference 49 CFR Part 21, AC 150/5100-15

During the performance of this contract, the CONTRACTOR (for this agreement, CONTRACTOR is “the Consultant”), for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

- 1.1 Compliance with Regulations. The CONTRACTOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 1.2 Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of SUBCONTRACTORS, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each

potential SUBCONTRACTOR or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- 1.4 Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 1.5 Sanctions for Noncompliance. In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 1.6 Incorporation of Provisions. The CONTRACTOR shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a SUBCONTRACTOR or supplier as a result of such direction, the CONTRACTOR may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

CIVIL RIGHTS - GENERAL

Reference: 49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

The CONTRACTOR agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

CIVIL RIGHTS - TITLE VI ASSURANCES

7.2.1. Title VI Solicitation Notice

Source: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

Title VI Solicitation Notice:

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

7.2.2. Title Clauses for Compliance with Nondiscrimination Requirements

Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

Compliance with Nondiscrimination Requirements During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

1. COMPLIANCE WITH REGULATIONS:

The CONTRACTOR (hereinafter includes consultants) will comply with the ***Title VI List of Pertinent Nondiscrimination Statutes and Authorities***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. NON-DISCRIMINATION:

The CONTRACTOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. *SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:*

In all solicitations, either by competitive bidding, or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. *INFORMATION AND REPORTS:*

The CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. *SANCTIONS FOR NONCOMPLIANCE:*

In the event of a CONTRACTOR's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. *INCORPORATION OF PROVISIONS:*

The CONTRACTOR will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONTRACTOR will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONTRACTOR becomes involved in, or is threatened with

litigation by a subcontractor, or supplier because of such direction, the CONTRACTOR may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

7.2.6 Title VI List of Pertinent Nondiscrimination Authorities

Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONTRACTOR”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation - Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems,

places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.326, 2 CFR § 200.333

The CONTRACTOR must maintain an acceptable cost accounting system. The CONTRACTOR agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives’ access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONTRACTOR agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BUY AMERICAN PREFERENCE

Reference: 49 USC § 50101

The CONTRACTOR agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or OFFEROR must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

DISADVANTAGED BUSINESS ENTERPRISES

Reference 49 CFR Part 26

CONTRACT ASSURANCE (§ 26.13) - The CONTRACTOR or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

PROMPT PAYMENT (§26.29) - The prime CONTRACTOR agrees to pay each SUBCONTRACTOR under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime CONTRACTOR receives from the Sponsor. The prime CONTRACTOR agrees further to return retainage payments to each SUBCONTRACTOR within seven (7) days after the SUBCONTRACTOR's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE SUBCONTRACTORS.

FEDERAL FAIR LABOR STANDARDS ACT

Reference 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The CONTRACTOR has full responsibility to monitor compliance to the referenced statute or regulation. The CONTRACTOR must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

<i>Requirement</i>	<i>Federal Agency with Enforcement Responsibilities</i>
<i>Federal Fair Labor Standards Act (29 USC 201)</i>	<i>U.S. Department of Labor - Wage and Hour Division</i>

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference 49 CFR Part 20, Appendix A

The bidder or OFFEROR certifies by signing and submitting this bid or proposal, 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 bidder or OFFEROR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The CONTRACTOR has full responsibility to monitor compliance to the referenced statute or regulation. The CONTRACTOR must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

<i>Requirement</i>	<i>Federal Agency with Enforcement Responsibilities</i>
<i>Occupational Safety and Health Act of 1970 (20 CFR Part 1910)</i>	<i>U.S. Department of Labor - Occupational Safety and Health Administration</i>

RIGHT TO INVENTIONS

Reference 2 CFR § 200 Appendix II (F)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION

Reference: 49 CFR part 30

TRADE RESTRICTION CLAUSE

The CONTRACTOR or SUBCONTRACTOR, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a CONTRACTOR or SUBCONTRACTOR who is unable to certify to the above. If the CONTRACTOR knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the CONTRACTOR agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The CONTRACTOR may rely on the certification of a prospective SUBCONTRACTOR unless it has knowledge that the certification is erroneous.

The CONTRACTOR shall provide immediate written notice to the sponsor if the CONTRACTOR learns that its certification or that of a SUBCONTRACTOR was erroneous when submitted or has become erroneous by reason of changed circumstances. The SUBCONTRACTOR agrees to provide written notice to the CONTRACTOR if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the CONTRACTOR or SUBCONTRACTOR knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

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 provision. The knowledge and information of a CONTRACTOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TERMINATION OF CONTRACT

Reference 2 CFR § 200 Appendix II (B)

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the CONTRACTOR's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONTRACTOR is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or OFFEROR certifies that at the time the bidder or OFFEROR submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or OFFEROR), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

BREACH OF CONTRACT TERMS

Reference 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the CONTRACTOR or its SUBCONTRACTORS may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G)

CONTRACTORS and SUBCONTRACTORS agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the CONTRACTOR or SUBCONTRACTOR will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1. **OVERTIME REQUIREMENTS.**

No CONTRACTOR or SUBCONTRACTOR contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES.**

In the event of any violation of the clause set forth in paragraph (1) above, the CONTRACTOR and any SUBCONTRACTOR responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and SUBCONTRACTOR shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. **WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES.**

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the CONTRACTOR or SUBCONTRACTOR under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or SUBCONTRACTOR for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. **SUBCONTRACTORS.**

The CONTRACTOR or SUBCONTRACTOR shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the SUBCONTRACTOR to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any SUBCONTRACTOR or lower tier SUBCONTRACTOR with the clauses set forth in paragraphs 1 through 4 of this section.

TEXTING WHEN DRIVING

References: Executive Order 13513, and DOT Order 3902.1

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

VETERAN'S

PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Sect. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK. SIGNATURES
APPEAR ON THE FOLLOWING PAGE.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CLIENT: SAMPSON COUNTY CONSULTANT: AVCON, INC. d/b/a AVCON ENGINEERS & PLANNERS, INC.

BY: _____ BY: _____

ITS: _____ ITS: _____

ATTEST: _____ ATTEST: _____

CITY OF CLINTON

BY: _____

ITS: _____

ATTEST: _____

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

DAVID K. CLACK, Finance Officer





North Carolina Department of Public Safety

Purchasing and Logistics

Roy Cooper, Governor
Erik A. Hooks, Secretary

Cassandra Skinner Hoekstra, Chief Deputy Secretary
Douglas Holbrook, Chief Financial Officer
Joanne B. Rowland, Director

May 01, 2019

Edwin W. Causey, County Manager
Sampson County
406 County Complex Road
Clinton, NC 28328

RE: County Provided Office Space Located at Various Sites in Clinton, Sampson County,
North Carolina

Dear Mr. Causey,

Hope all is well! Our DPS-Probation and Parole staff has been occupying space at location indicated and the lease agreement will expire in June, 2019. With respect to §Statute 15-209 and in effort to initiate a new request, please see "no cost" lease documents attached. Upon your review and approval, kindly sign both originals of enclosed lease, have notarized and returned to me at the office address listed below. The lease will be executed by the DPS Property Office and one original will be returned to you for your records. Please leave the date on the first page blank as this will be completed by the DPS Property Office upon execution.

Should you have any questions or concerns, please feel free to contact me or Ron Moore, Real Property Officer at 919-324-6467. Thank you in advance for your assistance regarding this matter.

Sincerely,

Angela C. Conyers, Administrative Specialist II

Phone: 919-324-6228

Fax: 919-733-5188

angela.conyers@ncdps.gov

MAILING ADDRESS:
4227 Mail Service Center
Raleigh, NC 27699-4200
www.ncdps.gov



OFFICE LOCATION:
3030 Hammond Business Place
Raleigh, NC 27603-3666
Telephone (919) 743-8141
Fax (919) 715-3731

An Equal Opportunity Employer

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the _____ day of _____, 2019, by and between **COUNTY OF SAMPSON**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

W I T N E S S E T H:

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th day of January, 2017; and

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

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in **(See Below) County of Sampson**, North Carolina, more particularly described as follows:

Being +/- 3,650 net square feet of office space located at 101 Main Street, Clinton, Sampson County, North Carolina.

Being +/- 855 net square feet of office space located at 405 County Complex Road, Building B, Clinton, Sampson County, North Carolina.

(DEPARTMENT OF PUBLIC SAFETY-ADULT PROBATION and PAROLE)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three **(3) Years** commencing on the **1st day of July, 2019** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th day of June, 2022**.
2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** Dollars per term to be payable within five (5) days from receipt of invoice in triplicate.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone.
- D. Parking as available.
- E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have to make such repair at its own cost and to invoice the amount thereof to the Lessor. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, and during such period of repair, and if the Lessor can not provide suitable office space, the Lessee shall have the right to obtain similar office space at the expense of Lessee with reimbursement from the County or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **406 County Complex Road, Clinton North Carolina** and the Lessee at **3030 Hammond Business Place, Raleigh, North Carolina 27699-4227**. ~~Nothing herein contained shall preclude the giving of such notice by personal service.~~ The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. "N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

[Remainder of page intentionally left blank; signatures on following pages]

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

By: _____ (SEAL)
Joanne Rowland,
Director of Purchasing nad Logistics

LESSOR:

_____ (SEAL)
The County of Sampson
Edwin W. Causey, County Manager

ATTEST:

Secretary
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Edwin W. Causey**, personally came before me this day and acknowledged that he is the **County Manager**, and that by authority and given as an act of **Sampson County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2019.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA

COUNTY OF _____

I, Wanda B. Hicks, a Notary Public in and for the County of Johnston and State aforesaid, do hereby certify that **Joanne Rowland**, personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2019.

Notary Public

My commission expires August 19, 2019

Susan Holder

From: Sweitzer, Emily <Emily.Sweitzer@ncdcr.gov>
Sent: Thursday, January 17, 2019 2:59 PM
To: County Clerks in North Carolina
Subject: [countyclerks] New Retention Schedule Model for North Carolina Local Governments

Since 1960, when the State Archives of North Carolina (SANC) first published a retention schedule for county governments, SANC has updated local government records retention and disposition schedules as records, recordkeeping processes, and the laws governing local agencies have changed. Currently, SANC amends schedules when legal changes necessitate only a few records series to be updated, and full updates are postponed until recommended changes reach a critical mass. This approach to writing retention schedules is practical, but it results in different retention periods for the records commonly created by all local government agencies, depending on when a particular schedule was most recently updated. This can present challenges:

- Counties that have a centralized Records Management program cannot effectively create uniform retention policies that apply to all departments
- Employees who perform the same work in multiple agencies have to keep track of multiple retention schedules for their day-to-day records
- Agencies with a large quantity of unique, program-specific records may have to wait longer to receive current retention periods for their general office records because their schedules may take longer to update
- Certain County programs like Animal Control and GIS may have different retention periods for their records depending on where the county has located them administratively

To mitigate these challenges, the Government Records Section of the State Archives of North Carolina is transitioning the process for updating local records retention schedules to a new model.

General Records

While some local government records are specific to the mission of the agency that creates them (for example, a Sheriff's case files, or a Health Department's patient records), many of the records created on a daily basis (for example, payroll and personnel) are common to all government agencies. Under the new model, we will update all of these general records on an annual basis. This will also allow us to keep local records retention periods consistent with State records retention periods where applicable, creating greater consistency in records management for the State of North Carolina as a whole.

Records standards that will update on an annual basis include:

- Administration and Management Records
- Budget, Fiscal, and Payroll Records
- Geographic Information System (GIS) Records
- Information Technology Records
- Legal Records
- Personnel Records
- Public Relations Records
- Risk Management Records

Program Records

Most local government records retention schedules have a section titled "Program Records," which includes those records unique to the creating agency's mission. Retention schedules that don't have this section, such as the County Management and Municipal Schedules, still have sections of the schedule that apply to only one department (for example, Parks and Recreation records). These standards will update on a rotating cycle. We will also be updating Law

Enforcement Records on a rotating basis, for greater consistency between municipal police departments and sheriffs' offices. The current timetable for updating the program records standards is as follows:

- 2019 – Local Health Departments, Soil and Water Conservation Districts
- 2020 – Agricultural Extensions, County Management, Local Education Agencies, Municipalities, Regional Councils of Government, Tourism Development Authorities
- 2021 – County Social Service Agencies, County Veterans Services, Law Enforcement Agencies, Public Libraries, Public Transportation Systems and Authorities
- 2022 – Alcoholic Beverage Control Boards, County Boards of Elections, County Tax Administrations, Local Management Entities, DMH/DD/SAS Local Management Entities (LME), DMH/DD/SAS Provider Agencies
- 2023 – County Registers of Deeds, Land Use and Environmental Services Agencies, Public Hospitals, Water and Sewer Authorities and Sanitary Districts

What Does This Mean for You?

Beginning in 2019, *all* local records retention schedules will update on an annual basis. These annual updates will include any updates to the General Records Standards as well as any scheduled updates to the Program Records Standards. Updating the schedules in this fashion will create greater consistency among government agencies and will allow agencies with older schedules to use the most current retention periods for their general office records, even if their program records standards are not updated simultaneously. We are planning the first update on March 1, 2019. All subsequent updates will be issued on January 1 of each year.

Municipal clerks and clerks to other governing boards should be made aware of this change and plan to begin adopting the new retention schedules on an annual basis at the beginning of the calendar year.

While we update these schedules, we welcome feedback from general users and subject matter experts within your local government agency. We will be convening groups of stakeholders for all applicable program records standards during the calendar year prior to those schedules' updates. Once the drafts to these schedules are finalized, they will be posted on our website for feedback from all users.

What About Amendments?

Agencies that require localized amendments to their retention schedules are still welcome to request them from the Records Analysis Unit. If we determine that the requested change is a good practice for all agencies in North Carolina, we will then roll out that change on a statewide basis during the next annual update.

Most changes to the retention schedules that would have required an amendment in the past will now be implemented during the annual updates; however, when the laws governing a set of records change, we will still issue necessary amendments to the schedules even if they do not coincide with the annual update in January.

Questions?

Please contact Emily Sweitzer (Emily.Sweitzer@ncdcr.gov) or another records analyst if you have any questions about this transition. We look forward to working with you!

EMILY SWEITZER

Records Management Analyst

215 N. Blount St. | MSC 4615 | Raleigh, NC 27699

919 814 6910 *office*

919 715 3627 *fax*

Emily.Sweitzer@ncdcr.gov

Please note that my office phone number has changed, and update your contact information accordingly.

North Carolina Department of Health and Human Services

Division of Social Services

OFFICE of
ECONOMIC OPPORTUNITY

Community Services Block Grant Program

Fiscal Year 2019-20 Application for Funding
Project Period July 1, 2019 – June 30, 2020
Application Due Date: February 15, 2019

Agency Information			
Agency:	Action Pathways, Inc.		
Agency:	Action Pathways, Inc.		
Federal I.D.	56-0845795		
DUNS Number:	625279108		
Administrative Office Address:	316 Green Street, Fayetteville, NC 28301		
Mailing Address (include the 4-digit zip code extension):	P.O. Box 2009, Fayetteville, NC 28302		
Telephone Number:	910-485-6131		
Fax Number:	910-485-7479		
Proposed Funding:	CSBG: \$796,965.00	Additional Resources: \$20,298,914.00	Agency Total Budget: \$21,095,879.00
Application Period:	Beginning: July 1, 2019	Ending: June 30, 2020	
Board Chairperson:	Glenn Adams		
Board Chairperson's Address: (where communications should be sent)	201 Hay Street, Suite 103 , Fayetteville, NC 28301		
Board Chairperson's Term of Office (enter beginning and end dates):	Term of Public Office		
Executive Director:	Lonnie Ballard		
Executive Director Email Address:	Lonnie.ballard@actionpathways.ngo		
Agency Fiscal Officer:	Kimberly C. Stafford		
Fiscal Officer Email Address:	kstafford@actionpathways.ngo		
CSBG Program Director:	Jamminese Miller		
CSBG Program Director Email Address:	Jamminese.miller@actionpathways.ngo		
Counties Served with CSBG funds:	Cumberland and Sampson		
Agency Operational Fiscal Year:	January 1 - December 31		

North Carolina Department of Health and Human Services
Office of Economic Opportunity – Melvin L. Williams, Jr., Director
2420 Mail Service Center / Raleigh, North Carolina 27699-2420

CSBG: \$796,965.

Additional Resources: \$20,298,914.

Agency Total Budget: \$21,095,879.

Checklist to Submit a Complete Community Services Block Grant (CSBG) Application

Please put a check mark in the appropriate box to show that you have included the completed document with your application. All documents are required with the exception of those that say "if applicable."

Item	Included (✓)
Signed Application Certification (blue ink only)	✓
Signed Board Membership Roster (blue ink only)	✓
Board of Directors Officers and Committees	✓
Board of Directors Community Needs Assurance	✓
Planning Process Narrative	✓
Form 210 – Agency Strategy for Eliminating Poverty	✓
Form 212 – One-Year Work Program	✓
Monitoring, Assessment and Evaluation Plan	✓
Form 225 – Agency Budget Information	✓
Form 225N-Budget Narrative	✓
Appendices (to be attached by the Applicant):	
• Organizational Chart (do not include names)	✓
• Job Description and Resume for the Agency's Executive Director	✓
• Job Description and Resume for the Agency's Chief Financial Officer	✓
• Job Descriptions for all CSBG employees (do not include names)	✓
• Affirmative Action Plan	✓
• Documentation of Public Hearings for Initial Planning Process:	✓
Copy of Public Notice(s) from Newspaper(s)	✓
Agenda of Public Meeting(s)	✓
Copy of Attendance Sheet(s)	✓
Minutes of Public Meeting(s)	✓
• Documentation for Notice of Intent to Apply:	✓
Copy of advertisement(s)	✓
• Documentation of Submission to County Commissioners:	✓
Notarized document from county clerk	✓
Commissioners' comments or minutes (if applicable)	N/A
• Cognizant-Approved Indirect Cost Agreement	✓
• Copy of the Proposal Application submitted to the cognizant agency for approval of the Indirect Cost Rate	✓
• Cost Allocation Plan (if applicable)	✓
• Vehicle Registrations (must be up-to-date and after July 1, 2019)	✓
• State Certification-No Overdue Tax Debts	
• State Certification-Contractor Certification required by N.C. Law	
• Federal Certifications	
• Cost Allocation Plan Certification	
• Federal Funding Accountability and Transparency Act (FFATA)	
• Central Contractor Registration (CCR) (must be up-to-date and after July 1, 2019)	

**Checklist to Submit a Complete Community Services Block Grant (CSBG) Application
(continued)**

Item	Included (✓)
<ul style="list-style-type: none"> • IRS Tax Exemption Verification- verifies the agency's 501 (c) (3) status <i>(must be dated after July 1, 2014)</i> 	
<ul style="list-style-type: none"> • Conflict of Interest Policy <i>(must have been approved within the past 5 years and must be notarized)</i> 	
<ul style="list-style-type: none"> • Contractual Agreements/leases <i>(must be current within contract period)</i> 	

**Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
Certification and Assurances**

Public Hearing on the Initial Plan

We herein certify that a public hearing as required by 10A NCAC 97B.0402 Citizen Participation in the Application Process occurred on January 17 & 18, 2017 for the initial planning process for the agency's current project plan and the agency has maintained documentation to confirm the process of the public hearing.

For multi-county providers, indicate the date and the county the hearing was held.

Date	County	Date	County
January 17, 2017	Cumberland		
January 18, 2017	Sampson		

County Commissioners' Review

We herein certify that the application for this project period was submitted to the Board of County Commissioners for review and comment on May 2, 2019 as required by 10A NCAC 97C .0111(b)(1)(A).

For multi-county providers, indicate the county and date the application for funding was presented to the Board of County Commissioners as required by 10A NCAC 97C .0111(B).

Date	County	Date	County
	Cumberland		
	Sampson		

Board of Directors Approval of the Application

I hereby certify that the information contained in the attached application is true and the Board of Directors has reviewed and approved this application for the Community Services Block Grant Program.

Date of Board Approval: _____

Board Chairperson: _____
(Signature) (Date)

Finance Committee Chairperson: _____
(Signature) (Date)

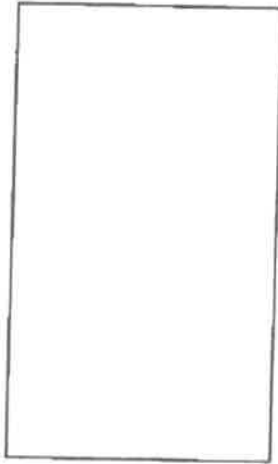
Board of Directors' Membership Roster

Total Seats Per Agency Bylaws		27		Total Current Vacant Seats		8	
Total Number of Seats Reserved for Each Sector	Poor	9	Public	9	Private	9	
Total Number of Vacant Seats Per Each Sector	Poor	2	Public	2	Private	4	

Name	County of Residence	Community Group/Area Represented	Date Initially Seated (month/year)	Number of Terms Served (completed)	Current Term Expiration (month/year)
Representatives of the Poor					
1. Joyce Malone	Cumberland	Community 1	01/02/2018	0	10/2023
2. Bertha Elliott	Cumberland	Community 2	02/2009	1	12/2019
3. Lenwood Edwards	Cumberland	Community 3	01/1989	5	12/2019
4. George Jamison	Cumberland	Community 4	04/2010	1	12/2019
5. Doris Ann Shipman	Cumberland	Community 5	10/2018	0	10/2023
6. Valencha Handy	Cumberland	Community 6	10/2018	0	10/2023
7. Vacant	Cumberland	Community 7			
8. Carlotta Murphy	Sampson	Community 7	10/2018	0	10/2023
9. Vacant	Sampson	Community 8			
Public Elected Officials					
1. Mary John Williams	Cumberland	Cumberland Co. Commissioners	04/2013	0	Term of Public Office
2. Thini Koker	Cumberland	Town of Shedden	07/2013	0	Term of Public Office
3. Glenn Adams	Cumberland	Cumberland Co. Commissioners	01/2019	0	Term of Public Office
4. Beth Ray	Cumberland	City of Fayetteville	10/2018	0	Term of Public Office
5. James O'Garra	Cumberland	Town of Spring Lake	01/2008	1	Term of Public Office
6. Larry Wright	Cumberland	City of Fayetteville	02/2018	0	Term of Public Office
7. Chancor McLaughlin	Cumberland	Town of Hope Mills	10/2018	0	Term of Public Office
8. Vacant	Sampson				
9. Vacant	Sampson				
Representatives of Private Organizations					
1. Dr. Sherree Davis	Cumberland	Fayetteville State University	05/2015	0	12/2020
2. Vacant	Cumberland	Frost Citizens Bank			
3. Vacant	Cumberland				
4. Lisa Chance	Cumberland	Cumberland Co. Depart of Social Services	07/2014	0	12/2019
5. Chuck Peifrey	Cumberland	Second Harvest Food Bank	03/2016	0	12/2021
6. Rashard Lovett	Cumberland	Head Start Pol Council	01/2019	0	01/2024
7. Vacant	Cumberland	Carter Bank			
8. April Clark	Sampson	Prairie Signature & Healthcare	09/2015	0	12/2020

9. Vacant	Simpson	Management Solutions				
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The signature of the Board of Directors Chairperson certifies that the persons representing the poor were selected by a democratic process and that there is documentation on file that confirms the selection of all board members. In addition, by signing below, the Board of Directors Chairperson confirms that the selection of all board members coincides with the directives outlined in the agency's bylaws and that a current Board of Directors Member Profile is on file for each member.



Board of Directors' Membership Contact Listing

Board Member	Physical Address	Email Address
Lenwood Edwards	6262 Tabor Church Road Fayetteville, NC 28312 (h)483-2603, (c) 308-2747	Taxman6262@yahoo.com
Larry Wright	433 Hay St. Fayetteville NC 28301 910-494-8274	healthelandmin@aol.com
Valencia Handy	720 Rockwood Drive Fayetteville, NC 28311 910-644-8281	missvalencia122@gmail.com
Bartha Elliott	2140 Rich Walker Road Wade, NC 28395(H)323-5406	elliott_bertha@yahoo.com
George Jamison	5316 Silver Pine Drive Fayetteville, NC 28303	simontemplefb@gmail.com
Carlotta Murphy	4136 Herring Rd Rose Hill, NC 28458	lottabug@yahoo.com
Dr. Sherree Davis	1200 Murchison Road Fayetteville, NC 28301	SDavis56@uncfsu.edu
Lisa Chance	5309 Ballestere Street Hope Mills, NC 28348	E50@ccdssnc.com
April Clark	3155 Old Mintz Hwy Roseboro, NC 28382	aprilmac2@intrstar.net
Glenn Adams	201 Hay Street, Suite 103 Fayetteville, NC 28301	Glenn.adams@abb-law.com
Joyce Malone	516 Spaulding St. Fayetteville, NC 28301	joyhadmal@embarqmail.com
Mary John-Williams	2921 Bakers Mill Road Fayetteville, NC 28306	maryjwilliams@gmail.com
James O'Garra	PO Box 1016 Spring Lake, NC 28390	ogarra@yahoo.com
Thimi Kollar	320 Second Street Stedman, NC 28391	thimi@outlook.com
Charles "Chuck" Pelfrey	4601 Ramsey St. Fayetteville, NC 28311 cpelfrey@woodforest.com	cpelfrey@woodforest.com
Beth Ray	117 Dick Street Suite 427 Fayetteville, NC 28301	Leigh.e.ray@nccourts.org
Rashad Lovett	7830 Adrian Drive Fayetteville, NC 28314	Shad011@icloud.com
Doris Ann Shipman	6614 Carlaway Drive Fayetteville, NC 28304	shipmandann@aol.com
Chancer McLaughlin	2413 Painters Mill Dr. Fayetteville, NC 28304	cmclaughlin@townofhopemills.com

Board of Directors' Officers and Committees

Note: All committees of the board should fairly reflect the composition of the board (10A NCAC 97C .0109). Be sure to identify the chairperson and other committee positions.

Name	Office	Sector Represented	County Represented*
Officers of the Board			
Glenn Adams	Chairperson	Public	Cumberland
Dr. Sherree Davis	Vice Chairman	Private	Cumberland
Carlotta Murphy	Secretary	Elected	Sampson
Chancer McLaughlin	Treasurer	Public	Cumberland
Valencia Handy	Parliamentarian	Elected	Cumberland
Rashad Lovett	Chaplain	Private	Cumberland
Committee Name: Executive			
Glenn Adams	Chairperson	Public	Cumberland
Dr. Sherree Davis	Vice Chairman	Private	Cumberland
Carlotta Murphy	Secretary	Elected	Sampson
Chancer McLaughlin	Treasurer	Public	Cumberland
Valencia Handy	Parliamentarian	Elected	Cumberland
Rashad Lovette	Chaplain	Private	Cumberland
April Clark	Member	Private	Sampson
Lenwood Edwards	Member	Elected	Cumberland
Larry Wright	Member	Public	Cumberland
Committee Name: Finance			
Vacant	Chairperson		
April Clark	Member	Private	Sampson
Chuck Palfrey	Member	Private	Cumberland
Carlotta Murphy	Member	Elected	Sampson
Lenwood Edwards	Member	Elected	Cumberland
Lisa Chance	Member	Private	Cumberland
Committee Name: Board Development			
Lisa chance	Chairperson	Private	Cumberland
Carlotta Murphy	Member	Elected	Sampson
Bertha Elliott	Member	Elected	Cumberland
Joyce Malone	Member	Elected	Cumberland
Committee Name: Nominating			
April Clark	Chairperson	Private	Sampson
James O'Garra	Member	Public	Cumberland
Dr. Sherree Davis	Member	Private	Cumberland
Carlotta Murphy	Member	Elected	Sampson
Valencia Handy	Member	Elected	Cumberland
Beth Ray	Member	Public	Cumberland
Larry Wright	Member	Public	Cumberland
Doris Ann Shipman	Member	Elected	Cumberland
Committee Name: Resource Development			
Vacant	Chairperson		
Mary John-Williams	Member	Public	Cumberland
Carlotta Murphy	Member	Elected	Sampson
Thimi Kollar	Member	Public	Cumberland
Chancer McLaughlin	Member	Public	Cumberland
Committee Name: Personnel			
Thimi Kollar	Chairperson	Public	Cumberland
Bertha Elliott	Member	Elected	Cumberland
Carlotta Murphy	Member	Elected	Sampson
Mary John-Williams	Member	Public	Cumberland
April Clark	Member	Private	Sampson
Dr. Sherree Davis	Member	Private	Cumberland
Doris Ann Shipman	Member	Elected	Cumberland

Joyce Malone	Member	Elected	Cumberland
Committee Name: Event Planning			
Vacant	Chairperson		
Carlotta Murphy	Member	Elected	Sampson
Chancer McLaughlin	Member	Public	Cumberland
Committee Name: Bylaws/Articles of Incorporation/Board Policy Manual			
Dr. Sherree Davis	Chairperson	Private	Cumberland
Lenwood Edwards	Member	Elected	Cumberland
Carlotta Murphy	Member	Elected	Sampson
Thimi Kofar	Member	Public	Cumberland
Committee Name: Audit			
Glenn Adams	Chairperson	Public	Cumberland
Dr. Sherree Davis	Vice Chairman	Private	Cumberland
Carlotta Murphy	Secretary	Elected	Sampson
Chancer McLaughlin	Treasurer	Public	Cumberland
Valencia Handy	Parliamentarian	Elected	Cumberland
Rashard Lovatta	Chaplain	Private	Cumberland
April Clark	Member	Private	Sampson
Lenwood Edwards	Member	Elected	Cumberland
Larry Wright	Member	Public	Cumberland

*To be completed by agencies serving multiple counties.

**Community Service Block Grant
Board of Directors Contractual Certifications**

I, Glenn Adams, Chairman of Action Pathways, Inc. (board chairperson name and name of applicant) certify the information in the following categories by initialing each certification and signing below:

- A. Conflict of Interest:** I certify that a Conflict of Interest Policy is in place and that a copy of the policy can be found in the Employee Policy Manual and in the Board Member Handbook. I also certify that all members of the Board of Directors and all staff annually sign "Conflict of Interest" forms and that copies of Board member signatures are kept in the Board Minutes Book while copies of employee signatures are retained in the personnel files.

- B. Board of Director Orientation/Training:** I certify that a Board Member Orientation Policy is in place and that it is utilized as new Board members are assigned to the Board. I also certify that all Board members attend an annual Board Training each year and record of such is reflected in the Board minutes. The most recent Board Training occurred on (10/26/2017)

- C. Agency-wide Audit:** I certify that Cherry, Bekaert & Holland performs an audit annually. The audit is completed each year and submitted for review by the Board. The most recent audit for program year January 1, 2017-December 31, 2017 was submitted and accepted by the Board at the July 19, 2018 meeting and is on record in said minutes.

Certification (Original Signature)

Signature of Chairperson/President

Date

Community Service Block Grant Certification of Community Assessment

The Action Pathways, Inc. (applicant) has conducted a Community Assessment of its service area within the past three (3) years utilizing the following method(s):

(Check one or more of the following methods)

- Surveys of the community(s) - door to door, telephone, etc.
- Review of Records - agency intake forms, program participant records, etc. (may be used with at least one other type of needs assessment; will not meet compliance on its own)
- Review of demographical information - U.S. Census, welfare statistics, unemployment statistics, etc.
- Discussions/information/testimony provided by individuals and community members - social service professionals, agency staff, program participants, etc.
- Public meetings to solicit input on community needs
- Other (Describe) _____

The most recent Community Assessment was completed on: December 2015
(date)

The Community Assessment was completed by: Fayetteville State-Department of Criminal Justice
(agency or contractor)

It is expressly understood that this Community Assessment should include community and consumer input. It is to be used as a basis for prioritizing the needs of the low-income population in the service area and for planning the applicant's projects to meet those needs.

It is further understood that documentation validating that a Community Assessment was completed and is to be retained by the applicant and is subject to review by the Office of Economic Opportunity.

Please provide a 4-5 sentence summary of your most recent Community Needs Assessment:

The Community Needs Assessment captures the problems and conditions of poverty in the agency's service area based on objective, verifiable data and information gathered through various sources. The most recent Needs Assessment was used as a basis for agency's goals, and program delivery strategies. The CNA was used to identify local poverty related issues in Cumberland and Sampson counties and used to prioritize eligible activities offered to low-income community members over the next 3 years.

(continue to next page)

The following is a list of needs as prioritized, with community input, through the needs assessment process.

1.Low paying jobs	4.Affordable Medical/Dental Care
2.Unemployment	5.Affordable Afterschool/Summer Programs
3. Homelessness	6. Home Repair

Certification (Original Signature)

Signature of Chairperson/President

Date

**Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
Planning Process Narrative**

1. Explain in detail how each of the following was involved in the planning and development of this strategic plan.
 - a. **Low-income Community:**
The involvement of the low-income community in the planning process is fundamental to and continues throughout all phases of planning, development, and evaluation. During the program year, API staff members host and attend community forums throughout the program year in low-income communities to gather input from residents regarding the conditions and causes of poverty in their community. Low-income individuals are encouraged to give input on the services and activities needed to alleviate the causes and conditions of poverty. API's Board of Directors and management utilize this information in the planning and development of programs and services to be implemented by the agency. The low-income residents of the Cumberland and Sampson County represents, participate in the development of the annual work plan through community meetings, surveys, annual planning meetings, Head Start Policy Council and other advisory boards and membership on the API Board of Directors. Action Pathways, Inc. distributed surveys throughout our service area to identify the needs of low-income families.
 - b. **Agency Staff:**
Employees throughout the organization meet regularly to discuss program progress, identify problems impeding goal accomplishments, and to develop quality improvement strategies. The staff through daily contact with the targeted population, community forums/meetings with other human services agencies, and on-going staff meetings, is directly involved in the planning, evaluation, and development of this strategic plan.
 - c. **Agency's Board Members:**
Governing and advisory board members, including Head Start's Policy Council use meeting time to familiarize themselves with barriers that impact the low-income community. Approaches to resolve problems and remove barriers are recommended, including changing systems that could affect access to services for low-income citizens. From this decision action plans are developed and used to implement services Action Pathways, Inc. will offer.

2. Describe how and what information was gathered from the following key sectors of the community in assessing needs and resources during the community assessment process and other times. These should ideally be from each county within your agency's service area:
 - a. **Community-based organizations:**
In order to administer surveys in as broad a fashion as possible, the researchers and AP representatives made arrangements with the Cumberland County Department of Social Services (DSS) to administer paper-and-pencil copies of the instrument to individuals who had come to DSS for services. In the end, going to DSS netted 135 surveys from individuals who had not used AP's services. Thirteen additional surveys were completed by Fayetteville Metropolitan Housing Authority residents at Grove View Terrace.
 - b. **Faith-Based Organizations:**
The faith-based sector participated in the community assessments through community meetings, surveys, and planning meetings. Action Pathways, Inc. distributed questionnaires to faith-based organizations in the community. Questionnaires asked organizations to identify major barriers that prevent low-income individuals and families from reaching a level of self-

sufficiency. Public hearings were also held to solicit feedback and comments from organizations.

c. Private Sector:

The private sector participated in the community assessments through community meetings, surveys, and planning meetings. Action Pathways, Inc. distributed questionnaires to local businesses based in the community. Questionnaires asked organizations to identify major barriers that prevent low-income individuals and families from reaching a level of self-sufficiency. Public hearings were also held to solicit feedback and comments from local businesses in the community

d. Public Sector:

The public sector participated in the community assessments through community meetings, surveys, and planning meetings. Action Pathways, Inc. distributed questionnaires to faith-based organizations in the community. Questionnaires asked organizations to identify major barriers that prevent low-income individuals and families from reaching a level of self-sufficiency. Public hearings were also held to solicit feedback and comments from

e. Educational Sector:

The Educational sector participated in the community assessments through community meetings, surveys, and planning meetings. Action Pathways, Inc. distributed questionnaires to the local colleges, public school systems, and early childcare facilities in the community. Questionnaires asked organizations to identify major barriers that prevent low-income individuals and families from reaching a level of self-sufficiency. Public hearings were also held to solicit feedback and comments from

3. Describe your agency's method and criteria for identifying poverty causes including how the agency collected and analyzed qualitative and quantitative data in identifying those causes.

As a part of its mission, API conducts tri-annual Community Needs Assessments to provide a complete profile of the current economic, health, safety and educational status of the residents of Cumberland and Sampson counties. The Community Needs Assessment is multifaceted on-going process of data collection and assimilation that describes community strengths, needs, and resources. Through this collaborative process and data compilation, the Community Assessment helps identify the causes of poverty or needs and prioritization. The CNA helps determine where eligible families live, and the population of eligible low-income families and it describes eligible families by age, race and ethnicity, primary language, income, family size, social service needs, educational attainment, employment status, work and job training needs, health factors, nutrition, special educational needs, crime, and housing needs.

Information from the Needs Assessment, meetings with the low-income population; recommendations from the Head Start Policy Council, Program Directors, and other program boards are presented to the API Board of Directors for consideration in establishing the major causes of poverty causes and the prioritizing the community needs. Case Management services also help identify gaps and barriers that contribute to the conditions and causes of poverty. The Community Assessment indicated gaps in job training and preparation, unemployment, financial assistance (rent and mortgage), affordable childcare and youth programs, home repairs, affordable healthcare, mental health and dental assistance, Reentry services, tuition assistance, lack of transportation, and lack of youth activities.

4. Describe activities that your agency has undertaken to advocate for and empower low-income individuals and families to achieve economic independence and security.

Action Pathways, Inc. has worked to address the issue of self-sufficiency and empowerment of low-income individuals by:

- Coordination of services with local human service agencies so families can get timely referrals and the services needed;
 - Provided counseling and referral assistance for skills training/education programs;
 - Helping low-income families remove the barriers to self-sufficiency such as: childcare and transportation
 - Collaboration with the NC Works Career Center, which helps low-income families improve employment skills and find jobs;
 - Provided housing assistance to low-income families including rental, rehab, utility assistance and individualized financial counseling.
 - Provided financial literacy workshops for low-income residents in Cumberland and Sampson county.
 - Provided parenting skills, child development, nutrition and wellness, mental health, and leadership workshops to strengthen families.
 - Implementing a weekend Back Pack program; which provided supplemental food for low-income families in Cumberland County.
 - Provided weatherization services to the low-moderate income, elderly, and disabled households in Cumberland, Sampson, Bladen, Brunswick, Columbus, Hoke, Montgomery, Moore, Pender, Robeson, and Scotland counties.
 - Implement the Fayetteville Cumberland Reentry Council, which helps empower individuals with criminal histories to become law-abiding citizens
5. Describe how your agency plans to make more effective use of, coordinate and form partnerships with other organizations and programs including: State welfare reform efforts; public and private resources; religious organizations, charitable groups, and community organizations.

Action Pathways, Inc. collaborates with a broad range of advisory boards and human service agencies to implement programs to eliminate the causes and conditions of poverty. We collaborate with local human service agencies, faith-based organizations, government agencies to meet the emergency needs of Cumberland and Sampson county residents. Action Pathways, Inc. staff serves on numerous committees and boards to provide access to streamlined services and resources to low-income individuals and prevent duplication of services. We work in partnership with local organizations in Cumberland and Sampson counties that provide educational services including: basic life skills, financial literacy, job search and retention skills, post-secondary education, and vocational education. NC Works, Fayetteville State, Fayetteville Tech, Sampson and Cumberland county DSS, Housing Authority, and other agencies to provide additional supportive services to assist low-income households become self-sufficient.

Through collaboration and coordination with other human service agencies, we were able to increase resources and improve services provided to low-income individuals in our community. Action Pathways, Inc. has a long history of creating and maintaining strategic partnerships and community linkages to increase services and activities for the residents Cumberland and Sampson counties.

6. Describe how your agency will establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals, to avoid the

duplication of such services and to fill identified gaps in services, through the provision of information, referrals, case management and follow-up consultations.

Action Pathways, Inc. provides a copy of the CSBG application to local government officials, public hearing, and upon request, to other human service agencies providing services to the low-income community.

Action Pathways, Inc. has a long history of creating and maintaining strategic partnerships and community linkages to increase services and activities for the residents Cumberland and Sampson counties. Action Pathways, Inc. governing board and staff members are actively involved local planning boards and new community initiatives to create opportunities and advocate for the needs of the low-income community. Through interagency referrals, client tracking databases, and staff follow-up, we are able ensure effective delivery of services to low-income residents in Cumberland and Sampson counties.

7. Provide a description of how your agency will support innovative community and neighborhood-based initiatives related to the purposes of the Community Services Block Grant (fatherhood initiatives and other initiatives with the goal of strengthening families and encouraging effective parenting).

Action Pathways, Inc. will support programs and fatherhood initiatives through providing self-sufficiency services to participants referred from programs in Cumberland and Sampson counties. We will participate in fatherhood and family strengthening initiatives to increase awareness and make appropriate referrals to programs in the community. We will collaborate with organizations in creating new opportunities for initiatives in Cumberland and Sampson counties. Action Pathways, Inc. mission is to strengthen the community by improving financial stability, alleviating the conditions of poverty, educating and empowering low-income families. We will work with the Reentry program participants to provide additional supportive services to alleviate barriers preventing them from achieving family stability.

8. Describe activities that your agency has undertaken or plans to undertake, on an emergency basis, for the provision of such supplies and services, nutritious foods and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals. Action Pathways, Inc. Second Harvest Food Bank (SHFB) of Southeast NC serves as the clearinghouse for food products from manufacturers, brokers, grocery stores, and similar resources. SHFB serves as the food reclamation and distribution center for non-profit feeding organizations in 7 counties in our state. The food bank offers a mobile food pantry, children's backpack program, commodity supplemental food program, and fresh produce distribution program.

The Food Bank does not provide food directly to individuals and families, families are served through its network membership of organizations. Referrals are made to one of the member agencies to receive assistance with emergency food.

The Food Bank is a member of the NC County Emergency Relief effort that provides food to disaster victims in Eastern NC.

**Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
Planning Process Narrative (continued)**

9. Describe how your agency will coordinate the provision of employment and training activities with entities providing activities through statewide and local workforce investment systems under the Workforce Innovation and Opportunity Act. Provide the dollar amount of your allocation that will go towards employment training.

Action Pathways, Inc. will coordinate employment and training activities through the NC Works Career Center. We will work with the local colleges to assist with employment skills training and career readiness. The ASPIRE Case Managers coordinate employment resource referrals with partner organizations for low-income participants enrolled in the Self-Sufficiency program, participants are connected to jobs and employment training skills classes.

10. Describe how your agency will ensure coordination with the emergency energy crisis intervention program under title XXVI (relating to low-income home energy assistance).

Action Pathways, Inc. will coordinate with DSS in administering the Emergency Energy Crisis Intervention Program in the following manner:

- Attending outreach information training
- Refer eligible households to the Salvation Army to apply for LIEAP services
- Assist ASPIRE program participants access services
- Distribute and post information flyers to agency clients
- Accept referrals of applicants who ineligible to receive energy assistance

11. Describe the needs of low-income youth and your agency's efforts to promote increased community coordination and collaboration in meeting the needs of low-income youth.

Action Pathways, Inc. has identified the following needs of low-income youth in Cumberland and Sampson counties:

- Lack of affordable recreational activities (Summer Camps)
- Lack of after-school programs
- Lack of teen-pregnancy programs
- Low literacy rate (reading below grade level, low test scores)
- Lack of affordable child care
- Lack of affordable after-school Mentoring/Tutoring programs

AP, Inc. has identified partnerships to develop initiatives to address the most urgent needs for the youth in our communities. We are collaborating with Sampson County Parks and Recreation to create an after-school program and a summer camp for low-income youth in the community. The Action Pathways, Inc. ASPIRE program offers the Youth Leadership and Employment Programs.

Our youth programs host workshops that focus on college preparation, financial literacy, career readiness, self-esteem, nutrition, health, mentorship, internships, and skills testing.

12. Describe your agency's method for informing custodial parents in single-parent families that participate in CSBG programming about the availability of child support services. In addition, describe your method for referring eligible parents to the child support office[s].

Action Pathways, Inc. ASPIRE Program encourages all participants to seek additional financial support through the Child Support Enforcement, participants are given contact information for the local Child Support Enforcement office. Case Managers work closely with participants to navigate them throughout the child support application process and assist them with resolving any issues that may occur during the application process.

**Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
OEO Form 210**

Agency Strategy for Eliminating Poverty

Planning Period: July 1, 2019-June 30, 2020

Section I: Identification of the Problem (use additional sheets if necessary)

1. Give the Poverty Cause name(s), rank the poverty cause(s) and identify which one(s) the agency will address.
Analysis of data obtained through the United Way of Cumberland County 2017 Community Needs Assessment and Action Pathways, Inc. Community Assessment indicated the following barriers and challenges facing the residents of Cumberland and Sampson Counties:
 1. Lack of resources for comprehensive services and skills training to assist low-income families become self-sufficient
 2. Lack of living wage jobs/high unemployment rate
 3. Lack of financial literacy
 4. Lack of access to decent and affordable housing
 5. Lack of opportunities for vocational education
 6. Lack of homeless shelters
 7. Limited availability of funds for emergency assistance with rent and utilities
 8. Lack of affordable after-school and summer programs for youth
 9. Lack of access to affordable health, vision and dental care
 10. Lack of resources to provide transportation/medical/needs
 11. Lack of Reentry programs for ex-offenders
 12. Lack of access to family support/family empowerment services
 13. Lack of affordable childcare
 14. Lack of resources for minor home repairs
 15. Lack of resources for teen moms
 16. Lack of programs tutoring and mentoring for youth.

2. Describe the poverty cause(s) in detail in the community with appropriate statistical data (include data sources).
 - (A) Explain why the problem exists.
According to the U.S. Census, approximately 19% of Cumberland County and 24% of Sampson County residents are living at or below the poverty level. And estimated 25% of children under the age of 18 were living below the poverty level in both counties. UW of Cumberland found that many of the residents lack the income needed to realistically support their basic needs, without public or private assistance monthly. The median family income for Cumberland County is \$ 45,712; however, many of those jobs are not accessible to low-income families. The median income for Sampson County is \$36,742. Cumberland and Sampson county residents face numerous barriers and challenges preventing them from becoming self-sufficient. Those issues include; limited or no transportation, inadequate living wage jobs, and unaffordable daycare/childcare programs.

Sampson County is the second largest county in land area in North Carolina. Sampson county is a very rural area, with a land mass of 947 square miles. Historically, the county's largest economic drivers are manufacturing, agriculture, forestry, fishing, and hunting. The economy and jobs for this county have declined or no longer feasible. Due to technology, decline in farming, environmental regulations, market fluctuations, and the seasonal nature of work, many of those jobs have been lost.

These counties both have significant challenges with adequate health systems, education systems, unemployment, and low-wage jobs.

(B) Identify the segment of the population and give the number of people experiencing the problem.

Based on data from the U.S. Census Bureau-American Fact finder, in 2017 24 % of Cumberland County and 20% of Sampson County residents were living in poverty. In Cumberland County the population is younger than the North Carolina average age of 31 years old, due in large part to the military population. The median age for Sampson County is 38 years of age. The U.S. Census 2007-2011 American Community Survey reports 17% of the residents in Cumberland County are at or below the poverty level and 22.8% of the residents in Sampson County are at or below the poverty level. Kidscount.org estimates 26.4% of children under the age of 18 live in poverty in Cumberland County and 31.3% in Sampson County. The poverty rate for families with children under the age of 18 was 19.8 %. For families with children under the age of 5, the poverty rate was 21.2%. The data suggest that families with children under the age of 18 are at a greater risk for poverty.

A total of 593 of Cumberland County residents are homeless. There are 119 household in Cumberland County homeless families with children under the age of 18. 44% of the families or individuals in Cumberland County are African American, 21% of the homeless individuals are suffer from some form of mental illness, and 21% of the homeless populations has a substance abuse problem.

(a) Gender

In 2014, 16.1% of females and 13.4% of males lived at or below the poverty level in Cumberland County. Gender differences in poverty rates were more pronounced for the elderly, 12.1% of women and 7.4% of man were living below the poverty level. For Women between the ages of 18-64, the poverty rate was 15.3%, while the rate for men ages 18-64 for 11.6%. For children under age 18, there was no statistical difference between the poverty rates for girls (21.1%) and the rate for the boys (21.2%). In 2015, full-time male employees in Sampson County made 1.26 times more than female employees. Due to gender-based wage disparity, women and single mother are at a greater risk for living in poverty. 34% of households led by women living in Cumberland County were living in poverty. Women with children under the age of 18, the statistics for those living in poverty jumped to 43%. And for single mothers with children under the age of 5, more than 52% lived in poverty. There is a 2:1 ratio of male to female in the homeless population. The number of males is consistently higher from year to year. In 2017, the median household income in Cumberland County, NC was \$55,322, but the average male salary was \$14,054 more than the average woman's salary.

(b) Age

The number of people in poverty increased from 31% to 37% from 2015-2017 for certain groups, including unrelated individuals, people between the ages of 18 and 64 with a disability, people with a bachelor's degree or higher, and married-couple families. According to Data USA in 2017, Cumberland County has a population of 327,127 and a median age of 32. Sampson County has a population of 63,713 and a median age of 39.5.

(c) Race/Ethnicity for the agency's service area

According to the 2018 North Carolina Talk Poverty, 11.6% of White North Carolina residents live at or below the poverty level. 10.7% of Cumberland and 19% of Sampson County white residents live at or below the poverty levels. 21% of African Americans, 26.2% of White residents, 19% of Latin American residents, and 6.8% of Asian residents live at or below the poverty level. Native Americans have the highest rate of poverty in Cumberland County and Sampson Counties, Hispanics, and African Americans have the next highest poverty rate. Cumberland and Sampson Counties have both have diverse populations with over 80 cultures in Cumberland and 44 cultures Sampson represented in their counties. African Americans make up 36% of the homeless population in Cumberland County. African Americans, Native Americans, and Hispanics are the most impoverished groups in both Cumberland and Sampson Counties.

(C) Explain how the persons are adversely affected.

Because of poverty, low-income individuals are limited in the means to become self-sufficient. Generational poverty in our communities generally results in lack of education, lower paying jobs, unaffordable and unsafe housing, limited access to transportation, and other needed services. Research has shown individuals living in poverty, on an average, have lower test scores, experience more health-related issues, and live in substandard housing. North Carolina in one of 2 states who lead the nation in food insecurity for children under the age of 5 and we rank 10th as the worst state for children under the age of 18 who are food insecure on a regular basis. According to NC Public Schools, 71% of children in the Cumberland County School System and 95% of Sampson County School System participated in the free or reduced lunch meal programs in 2016-2017. The number of children receiving SNAP Benefits 25% in Cumberland County and 30% in Sampson County in 2016. Cultural environment and surroundings impact low-income families from obtaining self-sufficiency, there are limited opportunities for families to climb up the income ladder. Fayetteville poorest communities have limited opportunities for low-income individuals to climb out of poverty. National studies show that escaping the effects of poverty is harder than almost anywhere else in the country, putting many young men on a pipeline to prison.

34,188 low-income families Cumberland County and 27,106 families in Sampson County received Medicaid in 2016 as stated by the U.S. Census American Census Survey.

The median family household income Cumberland County was \$45,205, and \$36,742 in Sampson County. The median household income in North Carolina is \$65,964. The per capita income was \$23,133. Cumberland County's economy is primarily in the service sector which is lower paying than skilled manufacturing jobs. Most of these service jobs pay wages insufficient to support a family. Military retirees, who have higher educational

levels and more skills, generally are hired for the better paying positions. Most jobs in Cumberland and Sampson Counties require moderate to long-term skills training. The unemployment rate for Cumberland County was 7.4% in 2017 and 9.4% in Sampson County.

Section II: Resource Analysis (use additional sheets if necessary)

(D) Resources Available:

- a. **Agency Resources:**
 - Weatherization Assistance Program-Standard
 - Early Head Start-Cumberland County
 - CHDO-Cumberland County
 - CSBG
 - Second Harvest Food Bank
 - USDA Food Nutritional
 - Local Reentry Program
- b. **Community Resources:**
 - Cumberland and Sampson
 - a.) **County Health Department**
 - Child Health Services
 - Immunization Services
 - School Health Program Wellness Program
 - Health Promotion/Adult
 - Health Clinic
 - Maternity Health
 - Family Planning
 - WIC
 - Teen Wellness Clinic
 - b.) **Cumberland Sampson School System (DPI)**
 - Second Harvest Food Bank Back Pack Program
 - Nutrition (School Lunch)
 - Local churches Emergency Assistance
 - c.) **Other Community Resources**
 - Fayetteville Urban Ministry
 - Employment Services Office
 - Operation Blessing
 - Salvation Army
 - Catholic Charity

(E) Resources Needed:

- c. **Agency Resources:**
 - Additional rental properties for the low-income families
 - Funding for childcare assistance and summer programs
 - In-house certified technical training programs for participants
 - Funding to support qualified staff to further assist clients for job search, events, training, workshops and any support needed to overcome barriers.

- d. **Community Resources:**
Affordable rental properties for the low-income families
Expanded public transportation system
Additional funding for before and after-school childcare
Additional funding for income medical and dental clinics for the low-income families
Business and organizations that will hire individuals with criminal.

Section III: Objective and Strategy

(F) Objective Statement:

To remove 22 low-income families in Cumberland and Sampson Counties from poverty.

Strategies for Objective:

1. Provide comprehensive case management services for low-income participants to become more self-sufficient.
2. Increase employment readiness skill workshops
3. Have participants obtain the North Carolina Career Readiness Certificate
4. Seek funding for minor home repairs for low-income families
5. Build collaborations with faith-based organizations to offer additional resources for emergency assistance
6. Increase referrals from Head Start participants
7. Provide additional opportunities for Summer Youth Employment and Career Readiness
8. Provide opportunities for families to engage in civic and community activities.

OEO Form 210 (continued)

**Section IV: Results Oriented Management and Accountability Cycle
(use additional sheets if necessary)**

Organizational Standard 4.3 requires that an agency's strategic plan and Community Action Plan document the continuous use of the ROMA cycle and use the services of a ROMA trainer.

(G) Community Needs Assessment: Please summarize the primary needs of your community as determined through the Community Needs Assessment, and explain which of those are Family, Agency, or Community Needs, and why.

The primary needs of the Cumberland and Sampson communities are multi-dimensional, many of the needs cross Family, Agency, and Community Needs. The needs have been identified in both Cumberland and Sampson counties:

- Jobs that pay a living wage (Community)
- Decent and affordable housing (Agency, Community)
- Access to affordable healthcare and services (Agency, Community)
- Education and job skills training (Family, Agency)
- Support Services (Family, Agency, Community)
- Affordable childcare (Agency, Community)
- Criminal background (Family, Agency, Community)
- More emergency housing, shelter, and assistance with deposits (Agency,

Community)

• **Expanded transportation services (Community)**

- (H) Achievement of Results and Evaluation: Please discuss your agency's achievement of results from last year. What were the successes and why were those areas successful? What areas did not meet targets or expectations and why were those areas not as successful? What improvements or changes will be made for this year's work plan to achieve desired results and better meet the needs of the community?**
- Achievements have not been evaluated from the previous year. The agency experienced a turnover of executive and leadership staff. The CSBG Director will review the current CSBG 3-Year Work Plan, Strategic Plan, and Needs Assessments to assess the progressions towards the planned goals. Any improvements or changes will be formulated into a revised action plan with targeted dates to successfully accomplish goals and objective of the program.**
- (I) Please name the ROMA trainer who provided services used in developing this community Action Plan and describe what specific services were provided.**

Certified ROMA Trainer Barbara Simmons was utilized in developing the 3-Year Community Action Plan. Ms. Simmons was involved in the planning, development and implementation of the current work plan. ROMA Training was provided to agency staff members, training focused on the ROMA Cycle and its relation developing and implementing services.

**Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
One-Year Work Program
OEO Form 212**

Section I: Project Identification				
1. Project Name:	Self-Sufficiency Program			
2. Mission Statement:	As an anti-poverty organization, we advocate for individuals and communities, through developing pathways to economic stability and by providing alerts and challenges to actions and policies that foster disadvantaged, at risk communities and individuals.			
3. Objective Statement:	To provide direct services to 287 low-income families in need of employment, education, income management, housing, health, and supportive services.			
4. Project Period:	July 1, 2019-June 30-2020			
5. CSBG Funds Requested for this Project:	July 1, 2019	To	June 30, 2020	
6. Total Number Expected to Be Served:	287			
a. Expected Number of New Clients	116			
b. Expected Number of Carryover Clients	60			
	Year 3 of 3 Year Work Plan			

**One-Year Work Program
OEO Form 212 (continued)**

Section II: One-Year CSBG Program Objective and Activities				
Identified Problem	Service or Activity	Outcome Expected	NPIs (List all NPIs applicable to activity)	Position Title(s)
Lack of resources/access to comprehensive services, skills training, and resources for low-income families to become self-sufficient.	<ol style="list-style-type: none"> 1. Implement a comprehensive intake and screening to more effectively assess the needs of our participants. 2. Obtain clients from walk-ins, resource referrals, referrals from community partners. 3. Establish partnerships with local human services agencies to promote the ASPIRE program and develop resource referral network. 4. Develop Inter-agency partnerships to expand resources for low-income families. 	<p>The number of individuals receiving case management services.</p> <p>The number of households that complete an intake assessment.</p> <p>The number of households that receive resource referrals.</p> <p>The number of individuals that receive advocacy services</p>	<p>FNPI 7a</p> <p>FPNI 7b</p> <p>FNPI 7c</p> <p>FPNI 7o</p>	<p>CSBG Director, Self-Sufficiency Manager, Case Managers (I & II), Program Support Aid, Communications Coordinator, Agency Advancement, CEO, CFO, IT Manager</p>
Lack of Financial Literacy Education	<ol style="list-style-type: none"> 1. Develop family spending plan and budget 2. Provide money management workshops 3. Provide energy conservation activities 4. Provide information and resource referrals to income tax referrals 5. Provide resource referrals to Credit Counseling Services 	<p>The number of individuals who achieved and maintained capacity to meet basic needs for 90 days.</p> <p>The number of families that received financial counseling/coaching</p> <p>The number of individuals engaged with the Community Action Agency who report improved financial well-being.</p> <p>The number of individuals referred to tax preparation services</p>	<p>FPNI 3a</p> <p>FPNI 3 h</p> <p>FPNI 3z.1</p>	<p>CSBG Director, Self-Sufficiency Manager, Case Managers (I & II)</p>

<p>Lack of education and education development programs</p>	<p>1. Provide Educational and Cognitive Development support services to low-in Cumberland and Sampson County. Services and activities include providing; Adult and Youth Literacy Programs, College-Readiness Programs, Post-Secondary Preparation and Support services, school Supplies, after school activities, Coordinate Youth Leadership Program, summer camp activities, Mentoring programs, Post-Secondary Education Supports, and Financial Aid Assistance.</p>	<p>1. The number of individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma. 2. The number of individuals who obtained a recognized credential, certificate, or Degree relating to the achievement of educational or vocational skills.</p> <p>The number of individuals who obtained an Associate's degree.</p> <p>The number of individuals who obtained a Bachelor's degree.</p>	<p>FNPI 2f FNPI 2g FNPI 2h FPNI 2i FPNI 2j</p>	<p>CSBG Director, Self-Sufficiency Manager, Case Managers (I & II), Program Support Aid I (PT/FT, Agency Advancement Director, CEO, COO, IT Manager, Help Desk, Agency Advancement Director, Communication Coordinator, Agency Advancement Specialist, Communication Coordinator (P/T)</p>
<p>Lack of job skills and training</p>	<p>1. Action Pathways, Inc. will provide Employment Services Programs to assist low-income individuals find suitable employment. Services include; Vocational Training, OTJT/Work-Experience, Youth Summer Work Placements, Internships, Job Readiness Training, Career Counseling Workshops, Job Search Services, and post employment supplies.</p>	<p>The number of unemployed youth who obtained employment to gain skills or income.</p> <p>The number of unemployed adults who obtained employment (<u>up to a living wage</u>).</p> <p>The number of unemployed adults who obtained and maintained employment for at least 90 days (<u>up to a living wage</u>).</p> <p>The number of unemployed adults who obtained and maintained employment for at least 90 days (<u>with a living wage or higher</u>).</p> <p>The number of</p>	<p>FNPI1a FPNI1b FPNI1c FPNI1f FPNI1h</p>	<p>CSBG Director, Self-Sufficiency Manager, Case Managers (I & II), Program Support Aid I (FT/PT)</p>

		employed participants in a career-advancement related program that entered or transitioned into a position that provided increased income and/or benefits.		
Lack of access to affordable health, dental, and vision care.	<ol style="list-style-type: none"> The ASPIRE program will assist with physicals, vision screenings, prescription payments; doctor visits payments, and wellness education. 	<p>The number of individuals who demonstrated improved physical health and well-being.</p> <p>The number of individuals or households that receive assistance with Health Services, Screenings and Assessments.</p>	FNPI5b FPNI5z	CSBG Director, Self-Sufficiency Manager, Case Managers (I & II), Program Support Aid I(FT/PT)
Lack of access to housing support services and stabilization services	<p>The ASPIRE Program will provide housing payment assistance, eviction prevention services, utility payment assistance, housing placement, housing maintenance and improvements. The services will include the following activities:</p> <ol style="list-style-type: none"> Provide rental payments Deposits Payments Mortgage payments Referrals to eviction mediation services and education Provide utility payments, deposits, and arrears payments Provide assistance with temporary housing placements Provide assistance with home repairs (including emergency repairs) Referrals to Weatherization Program 	<p>The number of households experiencing homelessness who obtained safe temporary shelter.</p> <p>The number of households who obtained safe and affordable housing.</p> <p>The number of households who avoided eviction.</p> <p>The number of households with improved energy efficiency and/or energy burden reduction in their homes.</p> <p>The number of individuals or households that receive utility payment assistance.</p>	FPNI 4a FPNI 4b FPNI 4e FPNI 4z	CSBG Director, Self-Sufficiency Manager, Case Managers (I & II), Program Support Aid I(FT/PT)

<p>Lack of access to supportive services</p>	<p>The ASPIRE program will provide direct assistance with supportive services. Participants will receive the following services:</p> <ol style="list-style-type: none"> 1. Transportation Services (bus passes, support for auto repair) 2. Childcare payments 3. Emergency Clothing Assistance 	<p>The number of individuals or households that receive transportation assistance.</p> <p>The number of individuals or households that receive childcare assistance.</p> <p>The number of individuals or households that receive emergency clothing.</p>	<p>FPNI 7z.1 FPNI 7z.1.a FPNI 7Z 1.b</p>	<p>CSBG Director, Self-Sufficiency Manager, Case Managers (I & II), Program Support Aid (FT/PT)</p>

**One-Year Work Program
OEO Form 212 (continued)**

Section III: Program Administration and Operations						
Administration, Services, Operations Outcome Expected	Position Title(s)	Implementation Schedule				
		First Quarter	Second Quarter	Third Quarter	Fourth Quarter	
Maintain accurate records of participant files in AR4CA and client case file.	CSBG Director, Self-Sufficiency Manager, Case Managers I & II, Program Support Aid I (FT & PT), CEO, COO, Jr. System Adm.	9/30/2019	12/30/2019	3/31/2020	6/30/2020	
Monitor program activities: Survey clients for satisfaction, Prepare Outcome Measurement Report, Review Case files, and review surveys; prepare summary of client surveys.	CSBG Director, Self-Sufficiency Manager, Case Managers I & II, Program Support Aid I (FT & PT), CEO, COO, Agency Advancement Director	9/30/2019	12/30/2019	3/31/2020	6/30/2020	
Implement the technological advances of computer networks, telephones, etc.; and purchase electronic equipment to include repairing, maintenance and monitoring of the equipment.	IT Manager, Junior Systems Administrator, Help Desk Technician, Facilities Manager, General Maintenance Worker	9/30/2019	12/30/2019	3/31/2020	6/30/2020	
Review and approve the following reports: monthly, quarterly, end of year, CSBG Annual Report.	CSBG Director, Self-Sufficiency Manager, Case	9/30/2019	12/30/2019	3/31/2020	6/30/2020	

	Manager II, CEO, COO, IT Manager, AP, Inc. Board of Directors				
Evaluate projects to ensure programs and services offered meet the needs of the community and outcomes projected in the Work Plan are successfully met.	CEO, COO, Chief Finance Officer, AP, Inc. Board of Directors, CSBG Directors	9/30/2019	12/30/2019	3/31/2020	6/30/2020
Monitoring progress in achieving the outcome goals as planned in the Work Plan	CEO, COO, CSBG Director, Case Managers (I& II), AP, Inc. Board	9/30/2019	12/30/2019	3/31/2020	6/30/2020
Monitor and evaluate staff to ensure they are providing efficient and effective services. Provide ongoing staff development, provide training internally and externally, and conduct performance evaluation on an annual basis.	CSBG Director, Self-Sufficiency Manger, CEO, COO	9/30/2019	12/30/2019	3/31/2020	6/30/2020

**Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
One-Year Work Program
OEO Form 212 (continued)**

7. Use the tables below to enter your agency's targeted outcome results. The performance measures will be included in the agency's CSBG contract.

All CSBG grantees operating self-sufficiency projects are required to enter program targets in Table 1. Please refer to *Performance Measures and Outcomes Definitions* on page 7 of the Fiscal Year 2019-20 CSBG Application Instructions. If your agency operates more than one project, you will also need to complete Table 2 on the following page and also enter specific program targets. There should be one table of outcome measures per project.

Table 1 Outcome Measures for Project 1 (enter project name)	
Measure	Expected to Achieve the Outcome in Reporting Period (Target)
The number of participant families served.	287
The number of low-income participant families rising above the poverty level.	15
The number of participant families obtaining employment.	20
The number of participant families who are employed and obtain better employment.	5
The number of jobs with medical benefits obtained.	5
The number of participant families completing education/training programs.	40
The number of participant families securing standard housing.	10
The number of participant families provided emergency assistance.	25
The number of participant families provided employment supports.	82
The number of participant families provided educational supports.	85
The average change in the annual income per participant family experiencing a change.	This measure does not require a target but must be reported.
The average wage rate of employed participant families.	This measure does not require a target but must be reported.

**Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
One-Year Work Program
OEO Form 212 (continued)**

Table 2 Outcome Measures for Project 2 (Self-Sufficiency)	
Measure	Expected to Achieve the Outcome in Reporting Period (Target)
The number of participant families served.	287

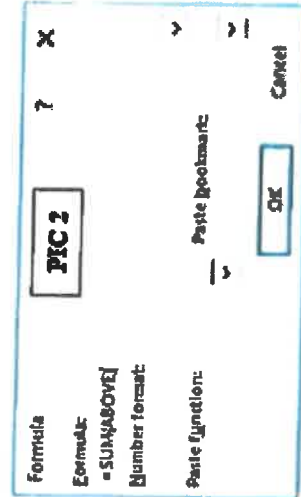
**Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
One-Year Work Program
OEO Form 212 (continued)**

8. CSBG Expenditure by Service Category						
A.2. CSBG Expenditures Domains	Target Funds	Actual Q1	Actual Q2	Actual Q3	Final	
A.2a. Employment	\$41,500	\$10,375	\$10,375	\$10,375	\$10,375	
A.2b. Education and Cognitive Development	\$66,016	\$16,054	\$16,054	\$16,054	\$16,054	
A.2c. Income, Infrastructure, and Asset Building	\$3,449	\$862.25	\$862.25	\$862.25	\$862.25	
A.2d. Housing	\$40,000	\$10,000	\$10,000	\$10,000	\$10,000	
A.2e. Health and Social/Behavioral Development (includes nutrition)	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	
A.2f. Civic Engagement and Community Involvement	\$0	\$0	\$0	\$0	\$0	
A.2g. Services Supporting Multiple Domains	\$32,000	\$8,000	\$8,000	\$8,000	\$8,000	
A.2h. Linkages (e.g. partnerships that support multiple domains)	\$0	\$0	\$0	\$0	\$0	
A.2i. Agency Capacity Building (detailed below in Table A.4)	\$0	\$0	\$0	\$0	\$0	
A.2j. Other (e.g. emergency management/disaster relief)	\$0	\$0	\$0	\$0	\$0	
A.2k. Total CSBG Expenditures (auto calculated)	\$187,985.06	\$48,991.25	\$48,991.25	\$48,991.25	\$48,991.25	

How to Tabulate Rows:

1. Enter numbers in respective columns (A.2a-A.2j)
2. Place your cursor in the grey box that you wish to tabulate the numbers above
3. In the header, click "Layout" and then click "Formula" (PIC 1)
4. The Formula should read =SUM(ABOVE) Then press OK. Repeat steps 1-4 for each column (PIC 2)

NOTE: Columns will not self-tabulate. If a numerical change is made to any box, Steps 1-4 must be completed to for the correct amount to be reflected.



**Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
One-Year Work Program
OEO Form 212 (continued)**

9. For Community Action Agencies that serve multiple counties, provide a breakdown of the expected number of persons served in each designated county in the table below. Show the total number of persons served in the table.

Number of Families to be Served Per County				
Agency Name: Action Pathways, Inc.				
Project Name: Self-Sufficiency				
County	Cumberland	Sampson		
Total Planned	229	58		Total
				287
Project Name:				
County				
Total Planned				Total

**Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
Monitoring, Assessment and Evaluation Plan**

1. Describe the role and responsibilities of the following in the assessment and evaluation of agency programs.

a. Board of Directors:

To facilitate the board's ability to assess the ASPIRE Self-Sufficiency Program, the CEO provides a report during each board meeting on agency's programs. The reports include the activities of the CSBG staff monthly program accomplishments. The report is delivered to the Executive Committee during the months full board meetings are not conducted. Board members review the materials and ask questions when necessary.

Attendance at the many various events hosted by the ASPIRE team allows board members to observe, assess, and evaluate the work involved in the self-sufficiency program Board members are invited to attend events sponsored by the ASPIRE team. Program results are presented the board at the Annual Board meeting. The presentation includes success stories and program outcomes achieved for the year.

A Sampson County Advisor Committee has been established to allow Sampson County board members as well as interested county residents the opportunity to learn about the ASPIRE program. The Advisory Committee has provided feedback on the program and offered contacts to support the success of the program.

Board orientation and ROMA training is conducted for all board members annually. The training includes a review of the ASPIRE program goals and activities, this allows board members to make informed assessments of the program's progress. Board members are also involved in the agency's strategic planning process and review the annual CSBG application for approval to OEO.

Low-Income Community:

As a part of the annual planning process, the low-income community and clients are asked to evaluate Action Pathways, Inc. services and to recommend modifications or changes they believe are needed to improve the programs. In 2015 an extensive needs assessment was conducted to include the input from the community. Public hearings are conducted to allow the low-income to have input on the plans for activities and services to be provided by the Action Pathways.

b. Program Participants:

Agency clients participate regularly in assessing program services, systems, and operations through Customer Satisfaction Surveys, and ad program evaluation surveys. Comments or recommendations of are presented to the Board of Directors. Program participants also included in the formulation of the Agency Strategic Plan and Needs Assessments.

c. Others:

Action Pathways, Inc. partners and funding sources are frequently involved in assessing program services and evaluation outcomes. The quality of programs in meeting needs of the targeted community is measured against pre-set standards of performance. Action Pathways, Inc. also prepares an Annual Report on each of its programs to keep the community aware of its activities.

2. Describe the systematic approach for collecting, analyzing and reporting customer satisfaction data to the Board of Directors.

Action Pathways, Inc. programs conduct surveys throughout the year to collect the input participants. The data is compiled annually and used to evaluate programs and improve service delivery. The surveys are periodically shared with the Board of Directors. Customer satisfaction surveys are analyzed by the Program Directors, COO, and CEO, prior to presentation to the Board of Directors.

3. Describe how administrative policies and procedures are monitored by the Board of Directors. Revisions to the Personnel Policies and Procedures manual are presented for review and approved by the Board of Directors to ensure they comply. Revisions to the Accounting Policies manual are also presented to the Board. Both documents are presented to the Board of Directors bi-annually.

4. Describe how the Board acts on monitoring, assessment and evaluation reports.

Monitoring, assessment, and evaluation reports are made available to board members for their review. The CEO alerts the Board Chair when Corrective Action Plans have been forwarded to OEO or other monitoring agencies. The audit and financial statements are presented to the Agency's Audit Committee, and then presented to the full board by the firm hired to conduct the audit. The Board and staff use assessment and evaluations as a tool to monitor the progress of the needs assessment, goal development, and agency strategies.

5. Describe the Board's procedure for conducting the agency self-evaluation.

The Agency's Board Development Committed created a self-evaluation tool, which is administered every 3-5 years. The Board evaluates Action Pathways, Inc. Program's progress and results using the self-evaluation tool.

6. Summarize the results of the Board's most recent self-evaluation. Describe how the information has been or will be used to develop the agency's next Strategy for Eliminating Poverty. Indicate the timeframe and planned activities for the next evaluation.

The results of the most recent self-evaluation were completed, reflected board members interest in increasing their involvement in fundraising and in increased participation in board member financial contributions to the agency. During the Strategic Planning Session, funding also appeared as a board member priority. Board members reviewed the Vision Statement and Core Values, to be inclusive of empowering families for growth. The Board Self-Assessment and Strategic Plan Development indicate a focus on developing resources, financial and other, to assist families and individuals achieve self-sufficiency.

The most recent self-evaluation indicated that Action Pathways, Inc in 26 areas, such as opportunity for discussion during meetings, distributions of materials for board member review, and more. The following are areas for additional focus:

- Board members make financial contributions
- Board members are involved in some aspect of fundraising
- Meetings begin and end on time per an agreed upon schedule
- Board members follow through on their commitments in a timely manner

The Board self-evaluation addressed the functioning of the board and board members, it was determined the board had not discussed strategies to eliminate poverty. The board self-assessment was scheduled for Spring of 2018, the board self-assessment has not been conducted.

**Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
CSBG Administrative Support Worksheet
OEO Form 212A**

1. Administrative Support requested for (Name of Grant):	
2. Total amount of Administrative Support requested: \$	
3. Brief description of grant including the name of the funding source:	
4. Total Grant Amount:	\$
5. Give the reason for requesting Administrative Support from CSBG and describe how the funds will be used: (Attach supporting documentation in the Appendices)	
6. How will the agency track the CSBG funds used for Administrative Support?	
7. Basis for determining amount of Administrative Support needed. (Please select either Indirect Costs or Cost Allocation, not both.)	
Indirect Costs	
Indirect Cost Base:	
Indirect Cost Rate %:	%
Indirect cost base amount for this grant:	\$
Percent indirect allowed by funding source for this grant:	%
Dollar amount indirect allowed by funding source for this grant:	\$
Cost Allocation	
Percent of administrative costs allowed by funding source for this grant %:	%
Dollar amount of administrative costs allowed by funding source for this grant:	\$
8. Actual numerical calculation used to determine Administrative Support needed:	
9. Administrative Support to be applied: (choose one)	Monthly
	Quarterly
	Annually

OFFICE of
ECONOMIC OPPORTUNITY

**Community Services Block Grant [CSBG]
Documentation of Submission to County Commissioners**

Background: The North Carolina Administrative Code [10A NCAC 97C.0111 (b)(1)(A)] requires that each CSBG grant recipient submit its Community Anti-Poverty Plan [grant application] to each County Commissioner Board that it serves.

Instructions: This form is to be completed and notarized by the Clerk to the Board.

Agency Name: Action Pathways, Inc.

County: Sampson

Date of Application Submission: _____

[Note: This application should be submitted to the County Commissioners at least thirty [30] days prior to application submission to the Office of Economic Opportunity [OEO]. The grant application is due to OEO February 15, 2019.

Clerk to the Board should initial all items below.

- _____ The agency submitted a complete grant application for Commissioner review.
- _____ The Clerk to the Board will be responsible for assuring that the application is distributed to the Commissioners.
- _____ Commissioners' comments provided those to the agency. (If applicable)

Clerk to the Board

Date

Notary

Date

**CONTRACT BUDGET
STATE OF NORTH CAROLINA DIVISION OF SOCIAL SERVICES
OFFICE OF ECONOMIC OPPORTUNITY**

Agency	Action Pathways, Inc.	Effective Period	
		From	To
		07/01/19	06/30/20

Revenues

Program Costs	(1) Amount	(2) % of Funds	(3) Source of Funds
1. Maximum Federal Funds	\$796,965	100% %	CSBG
	\$0	0% %	
	\$0	0% %	
2. Maximum State Funds	\$0	0% %	
3. Provider Match Funds - Cash	\$0	0% %	
4. Provider Match Funds - In-Kind	\$0	0% %	
5. State Match Funds - Cash	\$0	0% %	
6. TOTAL PROGRAM COST	\$796,965		

**Total of #1 and #2 Should equal Column 2 Total.*

**Line 6 Should equal Column 3 Total.*

**Total of #3, #4 and #5 should equal Column 1 Total.*

Estimated Expenditures

Object of Expenditures	Column 1	Column 2	Column 3
	Provider/Other* (Cash and/or In-Kind)	Federal/State Funds	Total Program Costs
A. Salaries and Wages	\$0	\$316,571	\$316,571
B. Fringes Benefits	\$0	\$117,463	\$117,463
C. Equipment Purchases - Tangible Property	\$0	\$4,500	\$4,500
D. Communication	\$0	\$10,614	\$10,614
E. Space Costs	\$0	\$45,391	\$45,391
F. Travel/Employee Development	\$0	\$20,189	\$20,189
G. Supplies and Materials	\$0	\$6,524	\$6,524
H. Contractual Services	\$0	\$16,620	\$16,620
I. Client Services	\$0	\$187,965	\$187,965
J.	\$0	\$0	\$0
K. Other	\$0	\$8,193	\$8,193
L. Indirect Costs	\$0	\$62,935	\$62,935
M. Totals	\$0	\$796,965	\$796,965

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

8963

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 Harold Butler in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2018	\$ 100.66
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ 100.66

These taxes were assessed through clerical error as follows.

Bill# 0040066558

DHH EHM5293

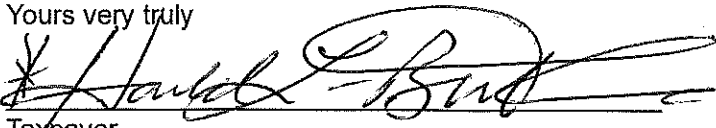
Turn In (Sold) /
2015 Honda

G02 County Tax 107.62
 School Tax _____
 F10 Fire Tax 13.04
 City Tax _____
 TOTAL \$ 100.66

Mailing Address.


* PO Box 559
Salemburg NC
28385

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

8972

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 Robert Taylor in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2018	\$ 104.58
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ 104.58

These taxes were assessed through clerical error as follows.

Bill# 0045007919
PI# TPV9642
Turn In (Sold)
08 Toyota

E02	County Tax	80.64
S01	School Tax	14.17
F19	Fire Tax	9.77
	City Tax	
	TOTAL \$	104.58

Mailing Address.

* 62 Hubbard Pl
Clinton NC 28328

Yours very truly

* Robert T. Taylor
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

8973

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 Leland Clark in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2018</u>	\$ <u>27.24</u>
<u>2018</u>	\$ <u>109.42</u>
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>136.66</u>

These taxes were assessed through clerical error as follows.

Bill # 002 3351712
DX 4251
Tag Turn in (sold)
2007 Niss

G02 County Tax 124.58
School Tax _____
F09 Fire Tax 12.08
City Tax _____
TOTAL \$ 136.66

Bill # 0035404808
DDA 4250
Tag Turn in (traded)
2016 Niss

Mailing Address.
201 Wells Chapel Church Rd.
Harrells NC. 28444

Yours very truly

Leland Clark
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

8980

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 Robert Franklin Carter JR in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR <u>2018</u>	\$ <u>110.03</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>110.03</u>

These taxes were assessed through clerical error as follows.

Bill # 0047035515
FCR 8937
Tag Turn in (totalled)
2016 Food
Fund

602 County Tax	<u>84.84</u>
502 School Tax	<u>14.91</u>
F19 Fire Tax	<u>10.28</u>
City Tax	_____
TOTAL \$	<u>110.03</u>

Mailing Address.

1121 Nathan Dudley Rd
Clinton N.C. 28328

Yours very truly

[Signature]
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

[Signature]
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

8974

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 Joseph Graham Norris III in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2018</u>	\$ <u>107.53</u>
S	\$
S	\$
S	\$
S	\$
S	\$
TOTAL REFUND	\$ <u>107.53</u>

These taxes were assessed through clerical error as follows.

Bill # 0045891612
FLB 9303
Tag Turn in (totalled)
2016 Ford

Go2 County Tax	<u>95.91</u>
School Tax	_____
F07 Fire Tax	<u>11.62</u>
City Tax	_____
TOTAL \$	<u>107.53</u>

Mailing Address.

Yours very truly Joseph Graham Norris III

X Joseph Graham Norris III
Taxpayer

X 2631 Casper Rd
Dunn, NC 28334

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

8981

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 Terry Alfred Spell in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR <u>2018</u>	\$ <u>386.24</u>
{	\$ _____
{	\$ _____
{	\$ _____
{	\$ _____
{	\$ _____
TOTAL REFUND	\$ <u>386.24</u>

These taxes were assessed through clerical error as follows.

Bill # 0030 486337
Signal S
Tag Turn in (traded)
2016 Merz

002	County Tax	<u>240.49</u>
	School Tax	_____
F21	Fire Tax	<u>145.75</u>
	City Tax	_____
	TOTAL \$	<u>386.24</u>

Mailing Address.

P.O. Box 310
Antreville, NC 28318

Yours very truly

X Terry Spell
Taxpayer

Social Security # _____

RECOMMEND APPROVAL

Jim Johnson
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

**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 Various Projects be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
18556400-529900	Miscellaneous	1,401.00	
29549420-596000	Administration	1,425.00	
42981601-596000	Transfer to capital reserve	2,492.00	
81549400-596000	Miscellaneous	11,021.00	
85251910-555000	Capital outlay other	24,840.00	
21142600-582011	Reserve	37,105.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
18535640-409900	Fund balance appropriated	1,401.00	
29034932-408900	Miscellaneous revenue	1,425.00	
42038160-403102	Sales tax refund	2,492.00	
81534940-409900	Fund balance appropriated	11,021.00	
85235191-403674	Grant	24,840.00	
21034260-409601	Transfer from closed capital projects	37,105.00	

2. Reason(s) for the above request is/are as follows:


To close out completed capital and grant projects. Funds will reimburse general fund for items purchase and remaining amounts from capital projects will be transferred to building capital reserve.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. 

_____ 5/23, 2019


 (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:

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 City Schools Supplemental Current Expense Fund be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
26659100-581001	Transfer to City Schools	15,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
26031840-412000	Taxes collected	15,000.00	

2. Reason(s) for the above request is/are as follows:

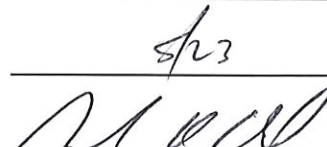
To allocate additional funds expected to be collected and paid to Clinton City Schools.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 2019


 (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:

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 Law Enforcement Special Separation Allowance be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
75243100-512600	Special separation allowance	5,945.00	
75243100-518100	FICA	369.00	
72543100-518120	Medicare	86.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
75034310-499900	Fund balance appropriated	6,400.00	

2. Reason(s) for the above request is/are as follows:

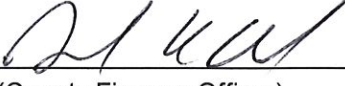
To allocate additional funds to pay special separation allowance for remainder of year.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. 

_____, 20 ^{8/23} 19


 (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:

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 Employee Health Insurance Fund be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
72154000-545100	Claims paid	1,872,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
72035400-408900	Miscellaneous revenue	667,000.00	
72035400-499900	Fund balance appropriated	1,205,000.00	

2. Reason(s) for the above request is/are as follows:
 To allocate additional funds to pay claims for remainder of fiscal year.

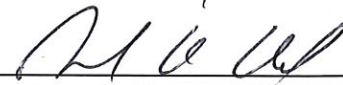


 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. 

_____, 20 19



 (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:

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 Aripport Hangar Design Capital Project be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
40981540-519500	Professional services	63,953.00	
21941250-596020	Transfer to airport capital project	3,198.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
40038154-403623	City of Clinton	3,198.00	
40038154-409619	Sampson County	3,198.00	
40038154-404000	State assistance	57,557.00	
21934125-409900	Fund balance appropriated	3,198.00	

2. Reason(s) for the above request is/are as follows:


To allocate additional funds to complete hangar design, bid documents, and grant management services.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. (C)

_____, 2019


 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. (C)

_____, 20____


 (County Manager & Budget Officer)

 Date of approval/disapproval by B.O.C.

**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 Mental Health Administration be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11552100-506800	Contribution to mental health	2,000.00	
11999000-509700	Contingency		2,000.00

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
-----------------------------	--------------------------	-----------------	-----------------

2. Reason(s) for the above request is/are as follows:
 To allocate additional funds to provide for the transport of patients by deputies.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.



 (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

May 10, 2019

MEMO:

FROM: Sarah W. Bradshaw

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 Social Services Department be amended as follows:

Expenditure Account	Expenditure Account Description	Increase	Decrease
13554910-568415	Progress Energy-Energy Neighbor	800.00	

Revenue Account	Revenue Account Description	Increase	Decrease
13535480-403315	Progress Energy-Energy Neighbor	800.00	

2. Reason(s) for the above request is/are as follows: To record additional funding received from Duke Energy Progress for the Energy Neighbor crisis program.



(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

5/24, 2019


(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:

May 3, 2019

FROM: Lorie Sutton, Director of Aging

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 AGING Department
be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558680-526200	SENIOR CENTER - DEPT SUPPLIES	\$ 641.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035868-40840 81	SENIOR CENTER - FANS	\$ 641.00	

2. Reason(s) for the above request is/are as follows:
TO BUDGET MONEY FOR FAN PROJECT.

Lorie B Sutton

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

5/24, 2019

M. W. C.
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

E. W. C.
(County Manager & Budget Officer)

Date of approval/disapproval by B.O.C.

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

March 17, 2019

FROM: Lorie Sutton, Director of Aging

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 AGING Department
be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558670-525100	Home Repairs - Gas, Oil & Tires	\$ 1,753.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035867-408900	Home Repairs - Misc Revenue	\$ 1,753.00	

2. Reason(s) for the above request is/are as follows:

The Home Repairs Program and the Urgent Repair Program partners together to provide repairs to homes for people over 60 and who qualify due to income limits. This budget amendment will budget for soft costs that are allowable per Urgent Repair Program guidelines and will allow us to pay for needed supplies or gas, oil & tires.

Lorie B Sutton

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

5/24, 2019

M. K. [Signature]

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

[Signature]

(County Manager & Budget Officer)

Date of approval/disapproval by B.O.C.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. **4 (a-d)**

Meeting Date: June 3, 2019

Information Only
 Report/Presentation
 Action Item
 Consent Agenda

Public Comment
 Closed Session
 Planning/Zoning
 Water District Issue

SUBJECT: Board of Health Items

DEPARTMENT: Health

ITEM DESCRIPTIONS/ATTACHMENTS:

The following items are presented for the Board of Commissioners sitting as the Board of Health:

- a. Accept the minutes of the May 20, 2019 Health Advisory Board meeting
- b. Adopt the 2019 Local Government Agencies General Records Retention and Disposition Schedule as Board of Health (provided as a separate document – see Consent Agenda)
- c. Adopt the 2019 Local Health Departments Records Retention and Disposition Schedule
- d. Adopt the recommended Health Department Fee Schedule for FY 2019-2020 (this schedule will be subsequently presented in the FY 2019-2020 Budget Ordinance for adoption)

RECOMMENDED ACTION OR MOTION:

Motion to approve the Board of Health items as presented

SAMPSON COUNTY HEALTH DEPARTMENT


Wanda Robinson
Health Director



360 County Complex Road, Suite 200
Clinton NC 28328

To: Mr. Edwin Causey
County Manager

Susan Holder
Assistant County Manager

From: Wanda Robinson 
Health Director

Subject: Commissioners Board of Health Informational Item

Date: May 21, 2019

Attached are the Health Advisory minutes that were approved on May 20th, 2019 for your review. If you have any questions, please contact me.

Your assistance is much appreciated.

Attachment

SCHD Advisory Committee Minutes
March 18, 2019

Members Present: Dr. Jeffrey Bell, Paul Bradshaw, Robert Butler, Linda Heath, Jacqueline Howard, Chair; Allie Ray McCullen, Commissioner Harry Parker.

Absent: Dr. Elizabeth Bryan, Charlotte Harrell, Linda Peterson, Dr. Beth Turner.

Health Department Staff present: Wanda Robinson, Sally DeMay, Tamra Jones, Perry Solice, Kelly Parrish, Annie Fennell, and Erin Ellis.

Administration Present: Edward Causey and Joel Starling.

I. Call to Order:

Jacqueline Howard called meeting to order.

II. Invocation:

Commissioner Harry Parker gave the Invocation.

III. Approval of Minutes:

Motion made by Commissioner Harry Parker to approve the January 28, 2019 minutes as written and seconded by Dr. Jeffery Bell. All in favor. Motion carried.

IV. Financial:

Tamra Jones presented the FY 2019-2020. Handout attached given out tonight. Total budget requested for FY 19-20 \$3,869,520.00 and Solid Waste \$948,940.00. Total county contributions requested \$1,228,540.00, same amount requested in FY 18-19. Includes the final pay plan increase of \$10,227.76 for total salary and fringe, which has been absorbed by the Health Department using grant funds, fund balance and increased revenues.

Tamra reviewed a couple of the issues from the Budget cover letter handout. #2 Request for three new vehicles. Cars currently in use have odometer readings greater than 160,000 miles. Increased breakdowns cost with some requiring towing from out of town. The concern is for staff safety (mainly women driving) is upmost priority. Received quotes from Capital Ford Raleigh for Ford Fusions that will seat 5 people at a cost of \$17,999.00 each. This amount is built into our budget without any request for county contribution. Commissioner Parker asked if any service or program hindered by not having a county car available. Wanda Robinson responded, staff drive their personal vehicles and received mileage reimbursement. Cars currently in service are surpluses from Sheriff's department. Perry Solice spoke regarding repairs that have been in the past are costly running \$400.00 to over \$600.00.

Tamra Jones reviewed the comparison breakdown for current year and proposed next FY year. Total amount of \$4,818,460.00 includes the Solid Waste budgeted amounts. Reviewed the projected State and Federal Revenue and graphs; cost by program and graph; and the last page with Expenses. Salaries and fringes makes up 68% of budget. Contracted

Services projected up due to open position for Physician Extender. Commissioner Parker asked about the current open positions. Wanda Robinson replied still have three open nursing and the one Physician Extender position. Interviews are scheduled for next week for the nursing positions.

Motion made to accept the presented FY 2019-2020 Budget made by Linda Heath, seconded by Robert Butler. All in favor. Motion carried.

Tamra Jones reviewed Activity Summary included in mailed packet (Attached). Adult Health visits were up along with Immunization visits. Maternal Health visits were down for February, but seeing an increase visits so far in March. Environmental Health sewage and water visits were up for February.

V. Accreditation Update:

Kelly Parrish review the two Reaccreditation Site Visit reports. First report background information and Findings. The site visit team was able to designate 146 out of 147 activities as met, meaning that Sampson County Health Department passed accreditation with honors. Kelly reviewed the checklist page, noting there are five categories reviewed by team. Reviewed the one activity not met briefly as well as the Best Practices identified as the BCCCP Advisory Committee.

Second report concerns suggestions for Quality Improvement. Kelly reviewed the suggestions with the specific Activities listed:

Activity 6.2 suggestion to issue a formal request to revise and/or update the EOP plan. This EOP plan was revised and updated after the February site team visit.

Activity 9.5: Health department shall inform affected community members of changes in department policies or operations. Suggestion: ensure specific opportunity for public comments/input be provided regarding proposed department change.

Activity 13.1: health department shall broaden existing partnerships by cultivating innovative and new community contacts. Suggestion: work on developing new and innovative ways to broaden existing partnerships and cultivate new partners in the community.

Activity 15.3: health department shall have written procedure providing for annual review, and revision if necessary, of all policies. Suggestion: add the initial effective date to each policy.

Activity 30.3: have examination rooms and direct client service areas that are configured in a way that protects client privacy. Suggestion: curtain that encloses the length of the exam table.

Activity 30.6: Cleaning, disinfection and maintenance of clinical and laboratory equipment and service areas and shall document all cleanings disinfections and maintenance.

Suggestion: develop policies that addresses how health department assures accuracy of environmental health field instruments that are used in regulatory actions.

Policies/procedure must specify how equipment is verified and recorded as accurate and in good repair, by whom, and when. Maintenance may be defined as regular maintenance according to the manufacturer's specification of each piece of equipment or maintenance/replacement as necessary. Thermometers used in clinic be professional-grade; the thermometers were marked for home-use only and had no way to be calibrated. Procedures be put in place to make sure the negative pressure room be checked annually as stated in policy. Room was checked in January 2017, but not since then.

Activity 30.9: Shall prohibit the use of tobacco in its facility. Suggestion: Site Team noted signage in parking lots that stated tobacco-free campus; policy stated no tobacco use within 50 feet of the building. It is acceptable to encourage a tobacco-free campus, but the Team noted many clients smoking in front of the main entrance and extremely large amount of cigarette butts all over the campus. Team suggests better signage to encourage no tobacco use at entrances and receptacles for cigarette butts be provided away from entrances at a 50 ft. mark. Noted that Environmental Health did not have a no-tobacco sign, not an entrance used routinely by the public and stated that signage was being redone due to construction.

Wanda Robinson and Kelly Parrish will attend meeting May 10, 2019 to receive our plaque.

VI. Advisory Committee Meeting Dates Changes:

Wanda Robinson spoke that since Consolidation, one meeting for Board of Health was always annual in-service. This was held in January for the new board members. Working on annual training for Advisory Committee regarding duties and responsibilities. Budget was presented tonight usually presented in April, therefore we do not need to meet in April this year. Wanda proposed to amend the meeting dates to May, July, September and November. Commissioner Parker raised the question if the meeting time would stay at 7:00 pm or could it be changed to 6:30 pm. Questions was put to the board members in attendance and discussion followed about changing meeting time to 6:30 pm. Question put to County Attorney Joel Starling, he has a meeting on same dates at 6:30 pm. He suggested putting agenda items that would involve his input at the end of agenda. He should be able to arrive by 7:30 pm for meeting. County Manager, Mr. Causey raised question if fixed 3rd Monday night. Wanda Robison responded, originally scheduled on the 4th Monday and moved to 3rd Monday due to difficulty in getting health department information over to Administration in time for the Commissioner's meeting the 1st Monday.

Motion to accept the above listed meeting date changes and to change the meeting time to 6:30 pm made by Paul Bradshaw, seconded by Commissioner Harry Parker. All in favor.
Motion carried.

VII. Environmental Health Lead Issues:

Perry Solice reported on Clinton Head Start lead hazards found during an investigation. Building is owned by Clinton City Schools operated by Telamon Group out of Raleigh, has about 171 children ranging in age from 18 months to 5 years of age. Investigators Brenda Bass and Robert Pearsall of Children's Environmental Health as well as Perry Solice and Monde Parker from SCHD-EH. Investigations noted deteriorating paint throughout the building with a referral submitted to NC Department of Human Health Services on September 28, 2018. Due to the age of children under the age of 6 years of age and chipped paint was noted, an environmental investigation was conducted on November 14, 2018 to determine any presence of lead poison hazard. During this investigation it was determined that paint chips exceeded the lead hazard standards for these areas, with recommendations that access of the children be restricted until repair work had been completed. At that time, Telemon Corporation and Child Care Consultant were notified of the findings. Telemon decided to close the building until a remediation plan could be put in place. Perry Solice, Wanda Robinson, Monde Parker meet with Ms. Carr the manager of the Clinton Headstart, and discussed Lead testing of the children among other issues. Health Department EPI Team also meet and discussed the Lead testing process for the children of the Clinton Headstart. A final meeting was held with Lead Consultant, Ms. Bass, and Telamon group, Ms. Carr, Ms. Surles and Director, Mr. Tom Draughon, Budget Analyst, Wanda Robinson and Perry Solice to make sure that everyone understood responsibilities in handling the lead hazards. All were reminded that a letter had been sent to all parents regarding the Lead Clinic scheduled for Saturday, March 16, 2019 from 9 am to 11 am at the Sampson County Health Department. Total of 87 of the 171 children were tested through the Health Department. Sixty percent of the children were Hispanic origin, therefore all letters and handouts were done in both English and Spanish to ensure everyone understood the information.

Perry spoke with Ms. Carr this morning and has sent all information and data findings of the investigation. Currently waiting for Telamon to submit a remediation plan. Once submitted the plan will be sent to DEC (Child Care Consultants) for approval. Upon approval the remediation process may begin.

Clinton Headstart is located at College Street School 606A which is the middle building. College Street Academy occupies the front part of same building as well as the auditorium. Investigation was also done on the Academy sections of the building and report will be made on that investigation. Dr. Johnson and John Lowe, Technical Advisor are aware of that situation for Clinton City Schools.

Perry reported findings of: No positive soil samples; water samples were good and only 1 dust sample that was a 36 mm per deciliters; limit is 40. Paint chips read 1.3% and .79% with a .5% being the limit.

VIII. Health Directors Report:

a. Opioid Conference:

Wanda reported had a very good conference with over 180 people attend. There was a lot of information give out to attendees. Plans are to know evaluate the results of the conference and move forward.

b. April Public Health Month:

Activities are being planned within the health department for Public Health Month

c. Adolescent Health Report:

Handout of Sampson County's Adolescent Health Report. Statistics reviewed. Ranking dropped in 2017 to 7th from 3rd in 2016 out of 100 counties. Discussed the Sexual Health of Sampson County with Chlamydia Cases, Gonorrhea Cases and number of HIV reports.

Health Department partnerships with:

Academic Abundance, Inc. with focus on teen pregnancy prevention in ninth graders at Hobbton, Lakewood and Union High Schools with over 250 students being taught about our Adolescent Services, Birth Control and STD prevention.

Clinton High School upon request teaches 3 to 4 Health Education classes to ninth graders about our Adolescent Services, Birth Control and STD prevention with over 60 students in the fall semester and expectation of classes in the spring semester.

Sampson County Partners for Healthy Carolinians for the Sampson County Teen Health Fair. Information and resources on various teen related topics such as alcohol prevention, general college admission, nutrition, physical activity, pregnancy prevention, STD prevention, and substance use prevention, mental health, safe teen dating and teen health. The 5th Annual Teen Fair was February 26, 2019 with 782 students in attendance.

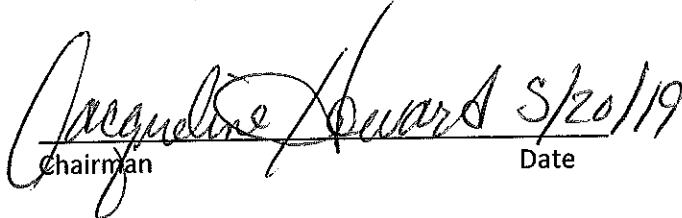
Reviewed briefly the Birth Control Knowledge Survey Results.

IX. Public Comment:

No public comment.

X. Adjournment:

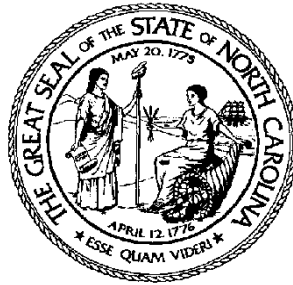
Motion made by Linda Heath to adjourn meeting and seconded by Dr. Jeffery Bell. All in favor. Motion carried.


Chairman Date 5/20/19


Secretary Date 5/22/19

RECORDS RETENTION AND DISPOSITION SCHEDULE

LOCAL HEALTH DEPARTMENTS



Issued By:



North Carolina Department of Natural and Cultural Resources
Division of Archives and Records
Government Records Section

March 1, 2019

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Local Health Departments Records Retention and Disposition Schedule

The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. This agency-specific records schedule should be used in concert with the current Local Government Agencies General Records Retention and Disposition Schedule to provide full records management guidance. In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. The local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. ***Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.***

This local government agency and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when *"reference value ends."* The local government agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that the Department of Natural and Cultural Resources has scheduled with the disposition instruction *"destroy when reference value ends."* If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction *"destroy when reference value ends."*

The local government agency and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. The agency agrees to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED

Beth Lovette
Beth Lovette
Beth Lovette, Division Director (Acting)
DHHS, Division of Public Health

Sarah E. Koonts
Sarah E. Koonts
Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

MKC
MKC
Mandy K. Cohen, MD, MPH, Secretary
Department of Health and Human Services

Susi H. Hamilton
Susi H. Hamilton
Susi H. Hamilton, Secretary
Department of Natural and Cultural
Resources

ACKNOWLEDGED (AGREED TO COMPLY)

Local Health Director

Chair, Local Board of Health or Board of
County Commissioners

County

March 1, 2019

EXECUTIVE SUMMARY

- ✓ According to G.S. § 121-5(b) and G.S. § 132-3, you may destroy public records only with the consent of the Department of Natural and Cultural Resources (DNCR). The State Archives of North Carolina is the division of DNCR charged with administering a records management program. This schedule is the primary way the State Archives of North Carolina gives its consent. Without approving this schedule, your agency is obligated to obtain the State Archives of North Carolina's permission to destroy *any* record, no matter how insignificant.
- ✓ Each records series listed on this schedule has specific disposition instructions that will indicate how long the series must be kept in your office. In some cases, the disposition instructions are simply "retain in office permanently," which means that those records must be kept in your office forever. In other cases, the retention period may be "destroy in office when reference value ends." An agency may have reference copies of materials, meaning "a copy of a record distributed to make recipients aware of the content but not directing the recipient to take any action on the matter" (from Richard Pearce-Moses, *A Glossary of Archival and Records Terminology*). Your agency must establish and enforce internal policies by setting minimum retention periods for the records that the State Archives of North Carolina has scheduled with the disposition instruction "destroy when reference value ends."
- ✓ This schedule applies to the records of county health departments, multi-county district health departments, and county public health authorities, and to the health records of county consolidated human services agencies.
- ✓ E-mail is a record as defined by G.S. § 121-5 and G.S. § 132. It is the content of the e-mail that is critical when determining the retention period of a particular e-mail, including attachments, not the media in which the record was created. It is important for all agency employees and officials to determine the appropriate records series for specific e-mails and retain them according to the disposition instructions.
- ✓ The State Archives of North Carolina recommends that all agency employees and officials view the tutorials that are available online through the State Archives website to familiarize themselves with records management principles and practices. The State Archives of North Carolina's online tutorials include topics such as records management, utilizing the retention schedule, e-mail management, and scanning guidelines.
- ✓ The State Archives of North Carolina provides microfilming services for the minutes of major decision-making boards and commissions. Once those records are filmed, we will store the silver halide negative (original) in our security vault. There is a nominal fee for filming and duplicating film. Contact the Records Management Analyst in charge of microfilm coordination for the most current information.
- ✓ There are numerous locations in the North Carolina General Statutes and the North Carolina Administrative Code that list responsibilities of local health departments along with written policies that should be developed and implemented. See, for example:

- G.S. 130A: Public Health
 - 10A NCAC 41: Epidemiology Health
 - 10A NCAC 46: Local Standards
 - 10A NCAC 48: Local Health Department Accreditation
 - 15A NCAC 18: Environmental Health
- ✓ Information about policies and procedures required by the Privacy Rule of the Health Insurance Portability and Accountability Act (HIPAA) can be found in 45 CFR Parts 160 and 164.

MANAGING PUBLIC RECORDS IN NORTH CAROLINA

Q. What is this “records retention and disposition schedule”?

- A.** This document is a tool for the employees of local government agencies across North Carolina to use when managing the records in their offices. It lists records commonly found in agency offices and gives an assessment of their value by indicating how long those records should be retained. This schedule is also an agreement between your agency and the State Archives of North Carolina.

This schedule serves as the inventory and schedule that the State Archives of North Carolina is directed by G.S. § 121-5(c) and G.S. § 132-8 to provide. It supersedes all previous editions, including all amendments.

Q. How do I get this schedule approved?

- A.** This schedule must be approved by your governing body for use in your agency. That approval should be made in a regular meeting and recorded as an action in the minutes. It may be done as part of the consent agenda, by resolution, or other action.
-

Q. Am I required to have all the records listed on this schedule?

- A.** No, this is not a list of records you must have in your office.
-

Q. What is “reference value”?

- A.** Items containing “reference value” in the disposition instructions are generally records that hold limited value, which is typically restricted to those documenting routine operations within the office. A minimum retention period should be established by the office for any items containing the phrase “destroy in office when reference value ends” in the disposition instructions.
-

Q. Do the standards correspond to the organizational structure of my agency?

- A.** Records series are grouped into standards to make it easier for users to locate records and their disposition instructions. You may find that the groupings reflect the organizational structure of your agency, or you may find that records are located in various standards depending on the content of the record. The intent of the schedule’s organization is to provide an easy reference guide for the records created in your agency.
-

Q. What if I cannot find some of my records on this schedule?

- A.** Sometimes the records are listed in a different standard than how you organize them in your office. Be sure to check the Index and utilize the search function on the PDF version of the schedule to facilitate the location of records series. If you still cannot locate your records on the schedule, contact a Records Management Analyst. We will work with you to amend this records schedule so that you may destroy records appropriately.
-

Q. What are public records?

- A.** The *General Statutes of North Carolina*, Chapter 132, provides this definition of public records:

“Public record” or “public records” shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions. Agency of North Carolina government or its subdivisions shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subdivision of government.

Q. Is any person allowed to see my records?

A. Yes, except as restricted by specific provisions in state or federal law. G.S. § 132-6 instructs:

“Every custodian of public records shall permit any record in the custodian’s custody to be inspected and examined at reasonable times and under reasonable supervision by any person, and shall, as promptly as possible, furnish copies thereof upon payment of any fees as may be prescribed by law. ... No person requesting to inspect and examine public records, or to obtain copies thereof, shall be required to disclose the purpose or motive for the request.”

Q. What about my confidential records?

A. Not all government records are open to public inspection. Exceptions to the access requirements in G.S. § 132-6 and the definition of public records in G.S. § 132-1 are found throughout the General Statutes. You must be able to cite a specific provision in the General Statutes or federal law when you restrict or deny access to a particular record.

Q. Am I required to make available to the public copies of drafts that have not been approved?

A. Yes, even if a report, permit, or other record has not been finalized, it is still a public record subject to request. Any record that is not confidential by law must be provided when a request is received, whether it is “finished” or not.

Q. What do I do with permanent records?

A. Permanent records should be maintained in the office that created the records, forever.

The Department of Natural and Cultural Resources (DNCR) is charged by the General Assembly with the administration of a records management program (N.C.G.S. §121-4 (2) and §132-8.1) and the maintenance of “a program for the selection and preservation of public records considered **essential** to the operation of government and to the **protection of the rights and interests of persons**” (§132-8.2). Permanent records with these characteristics require preservation duplicates that are human-readable (paper or microfilm). Some examples of these characteristics include:

- Affect multiple people, without regard to relation
- Have significance over a long span of time
- Document governance
- Document citizenship

Examples of records with these characteristics:

- Minutes of governing bodies at the state and local levels are the basic evidence of our system of governance, and are routinely provided for the public to read.
 - Records, such as deeds and tax scrolls, about land document changes in ownership and condition. Counties maintain offices expressly for the purpose of making those records available to the public. Other records in local and state governments document potential public health hazards, such as hazardous materials spills.
 - Adoptions, marriages, and divorces document changes in familial relationships and document citizenship. Though adoptions are confidential (not available for public inspection), they document citizenship and changes in inheritance and familial succession.
 - Court records, such as wills, estates, and capital cases, affect people within and across family groups, are made available for public inspection, and often involve transactions related to the examples above.
- See the Human-Readable Preservation Duplicates policy issued by the North Carolina Department of Natural and Cultural Resources (<https://archives.ncdcr.gov/documents/human-readable-preservation-duplicates>) and check with a records analyst to determine whether your permanent records require a preservation duplicate.

Q. *What is historical value?*

- A.** Historical records document significant events, actions, decisions, conditions, relationships, and similar developments. These records have administrative, legal, fiscal, or evidential importance for the government or its citizens. Call a Records Management Analyst for further assistance in assessing historical value.

Q. *What if I do not have any records?*

- A.** Nearly every position in government generates, receives, or uses records. Computer files of any kind, including drafts and e-mail, are public records. Even if your records are not the official or final version, your records are public records. Not all records have high historical, legal, or fiscal value, but they all must be destroyed in accordance with the provisions of the appropriate records schedule.

Q. *May I store our unused records in the basement, attic, shed, etc.?*

- A.** Public records are public property. Though we encourage agencies to find places to store records that do not take up too much valuable office space, the selected space should be dry, secure, and free from pests and mold. Your office must ensure that records stored away from your main office area are well protected from natural and man-made problems while remaining readily available to your staff and the public.

Q. *Our old records are stored in the attic, basement, or off-site building, etc. Are we required to provide public access to these records?*

- A.** Yes, as long as the records are not confidential by law. You should also be aware that confidentiality can expire.

Q. *Aren't all our old records at the State Archives of North Carolina?*

- A.** Probably not. The State Archives of North Carolina collects only very specific types of records from local government offices. Contact a Records Management Analyst for more information about which records are held or can be transferred to the State Archives of North Carolina for permanent preservation.

Q. *I found some really old records. What should I do with them?*

- A.** Call a Records Management Analyst. We will help you examine the records and assess their historical value.

Q. *Can I give my old records to the historical society or public library?*

- A.** Before you offer any record to a historical society, public library, or any other entity, you must contact a Records Management Analyst. Permanent records must be kept either in your offices or at the State Archives of North Carolina.

Q. *Whom can I call with questions?*

- A.** If you are located west of Statesville, call our Western Office in Asheville at (828) 296-7230 extension 224. If you are east of Statesville, all the way to the coast, call our Raleigh office at (919) 814-6900.

AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION

Q. Why is there an asterisk in the disposition instructions of so many items on this schedule?

A. No record involved in a pending or ongoing audit, legal, or other official action may be destroyed before that audit or action is resolved.

A legal hold or litigation hold means that records that are the subject of the legal hold or litigation hold must be preserved and thus must not be destroyed until officially released from the hold. A legal hold or litigation hold is placed when either an official discovery order is served on the agency requesting the production of the records in question (for a litigation, regulatory investigation, audit, open records request, etc.) or litigation is pending and the agency is thus on notice to preserve all potentially relevant records. You must also ensure that for a claim or litigation that appears to be reasonably foreseeable or anticipated but not yet initiated, any records (in paper or electronic formats) relevant to such a claim or litigation are preserved and not destroyed until released by your General Counsel. The records in question must not be destroyed until the completion of the action and the resolution of all issues that arise from it regardless of the retention period set forth in this schedule.

We have used an asterisk (*) in the disposition instructions to mark records series that are commonly audited, litigated, or may be subject to other official actions. However, any record has this potential. Records custodians are responsible for being aware of potential actions, and for preventing the destruction of any record that is, or may be reasonably expected to become, involved in an audit, legal, or other official action.

Records used during routine audits may be destroyed when the governing body accepts the audit, if the records have completed the retention period listed in this schedule. If time remains in the retention period, the records must be maintained for the remainder of the period. The auditor's working papers must be kept according to the schedule. (See Local Government General Records Schedule, Standard 1, Audits: Performance and Standard 2, Audits: Financial.) Should a dispute arise over an audit, the records that were audited should be retained until that dispute is resolved.

The attorney representing the agency should inform records custodians when legal matters are concluded and records will no longer be needed. Following the conclusion of any legal action, the records may be destroyed if they have met the retention period in the schedule. Otherwise, they should be kept for the remaining time period.

TRANSITORY RECORDS

Transitory records are defined as “record[s] that [have] little or no documentary or evidential value and that need not be set aside for future use.”¹

According to North Carolina General Statutes § 121 and § 132, every document, paper, letter, map, book, photograph, film, sound recording, magnetic or other tape, electronic data processing record, artifact, or other documentary material, regardless of physical form or characteristics, made or received in connection with the transaction of public business by any state, county, municipal agency, or other political subdivision of government is considered a public record and may not be disposed of, erased, or destroyed without specific approval from the Department of Natural and Cultural Resources.

The Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called “transitory records.” The following questions and answers discuss types of transitory records commonly created in state government. They may be disposed of according to the guidance below. However, all public employees should be familiar with the General Schedule for State Agency Records, their office’s Program Records Retention and Disposition Schedule, and any other applicable guidelines for their office. If any of these documents require a different retention period for these records, follow the longer of the two retention periods. When in doubt about whether a record is transitory, or whether it has special significance or importance, retain the record in question and seek guidance from the analyst assigned to your agency.

Q. What do I do with routing slips, fax cover sheets, “while you were out” slips, memory aids, etc.?

- A.** Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed.

Similarly, “while you were out” slips, memory aids, and other records requesting follow-up actions (including voicemails) have minimal value once the official action these records are supporting has been completed and documented. Unless they are listed on the General Schedule for State Agency Records or your office’s Program Records Retention and Disposition Schedule, these records may be destroyed or otherwise disposed of once the action has been resolved.

Q. What about research materials, drafts, and other working papers used to create a final, official record?

- A.** Drafts and working papers are materials, including notes and calculations, gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of General Statute § 132, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents which may be destroyed after final approval include:

- Drafts and working papers for internal and external policies
- Drafts and working papers for internal administrative reports, such as daily and monthly activity reports
- Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and

¹ *A Glossary of Archival and Records Terminology*, Richard Pearce-Moses (2005)

- Drafts and working papers for presentations, workshops, and other explanations of agency policy that are already formally documented.

Q. What if I have forms designed and used solely to create, update, or modify records in an electronic medium?

- A.** If these records are not required for audit or legal purposes, they may be destroyed in office after completion of data entry and after all verification and quality control procedures. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g. a signature or notary's seal), they should be retained according to the disposition instructions for the records series encompassing the forms' function.

See also the State Archives of North Carolina's guidance on digital signatures found at:

<https://archives.ncdcr.gov/documents/digital-signature-policy-guidelines>

USING THE LOCAL HEALTH DEPARTMENTS RECORDS RETENTION SCHEDULE

This records retention and disposition schedule applies to records in all media, unless otherwise specified.

LEGEND



– symbol designating that one or more records in this series may be confidential or may include confidential information.

Item # – an identifying number assigned to each records series for ease of reference.

Series – “a group of similar records that are . . . related as the result of being created, received, or used in the same activity.” (From Richard Pearce-Moses, *A Glossary of Archival and Records Terminology*). Series in this schedule are based on common functions in government offices.

Records Series Title – a short identification of the records in a series, based on their common function.

Series Description – a longer description of the records in a series, often including the types of records that can frequently be found in that series. This information is included underneath the Records Series Title.

Disposition Instructions – instructions dictating the length of time a series must be retained and how the office should dispose of those records after that time.

Citation – a listing of references to statutes, laws, and codes related to the records series. Citations can include:

- Authority: governing the creation of records
- Confidentiality: limiting access to public records
- Retention: setting a retention period

Throughout this schedule, items that cross-reference other items within this schedule are indicated with bold, uppercase letters. If you hover your cursor over one of these items, you will see the hand tool that will enable you to click on the item to follow the link to that location.

AUDITS: PERFORMANCE
Records concerning internal and external audits conducted to assess the function of government programs. Includes reports, working papers, corrective measures, and other related records.

See also **AUDITS: FINANCIAL**, page 20, item 6.

Sample records series title and description with cross-reference included

NC DHHS RECORDS RETENTION SCHEDULE FOR GRANTS

Local health departments must retain all records of programs funded by federal sources until the NC DHHS Office of the Controller provides notification that the records may be destroyed. The NC DHHS Office of the Controller provides this notification with the North Carolina Department of Health and Human Services Records Retention and Disposition Schedule for Grants (DHHS Records Schedule for Grants), published on the DHHS Office of the Controller’s website at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention>.

You must use this Local Health Departments Records Retention and Disposition Schedule in conjunction with the DHHS Records Schedule for Grants. You must retain all financial and programmatic records, supporting documents, statistical records, and other records pertinent to a federal award in accordance with the DHHS Records Schedule for Grants. This Local Health Departments Records Retention and Disposition Schedule includes the following disposition language for records series that require notification by the NC DHHS Office of the Controller prior to destruction of records:

Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.

The DHHS Records Schedule for Grants lists by funding source and state fiscal year the earliest date that records may be destroyed. You must know the federal funding sources that support the specific records in question. For each record, identify:

- The programs covered in the record;
- The records retention and disposition instructions;
- How those programs are funded; and
- If federally funded, whether the federal funding sources have been cleared for disposition by the DHHS Records Schedule for Grants.

When there is a discrepancy between this schedule and the DHHS Records Schedule for Grants, you must use the longer retention period.

No destruction of records may take place if litigation or audits are pending or reasonably anticipated. See also AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS, page viii.

STANDARD 10: PROGRAM OPERATIONAL RECORDS – ADULT HEALTH RECORDS

Public health records created or received in local health departments and used to manage and monitor adult health programs. Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

<i>STANDARD 10: ADULT HEALTH RECORDS</i>			
<i>ITEM #</i>	<i>RECORDS SERIES TITLE</i>	<i>DISPOSITION INSTRUCTIONS</i>	<i>CITATION</i>
1.	<p>ADULT DAY CARE AND ADULT DAY HEALTH PROGRAM MONITORING RECORDS</p> <p>Monitoring reports and standard reviews written by public health nurses (PHNs) who monitor clients and employees for compliance with health-related standards in licensed Adult Day Health Centers.</p>	<p>a) Send original monitoring reports and standard reviews to county social services agency.</p> <p>b) Send copies of monitoring reports and standard reviews to NC DHHS, Division of Aging and Adult Services, Adult Day Care Consultant.</p> <p>c) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>d) Destroy in office remaining records after 5 years.*</p>	<p>Retention: NC DHHS, Division of Aging and Adult Services, Adult Day Health Services Certification Procedures Manual</p>

ITEM #	STANDARD 10: ADULT HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
2.	<p>ADULT HEALTH PROGRAM RECORDS Records documenting contacts between adult health services and individuals served by the local health department.</p>	<p>a) If individual receives clinical services transfer records to PATIENT CLINICAL RECORDS, page 36, item 5, as applicable.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>c) Destroy in office remaining records after 5 years.*</p>	
3.	<p>BREAST AND CERVICAL CANCER CONTROL PROGRAM (BCCCP) AND NC WISEWOMAN RECORDS Records concerning breast and cervical cancer screenings, screening follow-ups, cardiovascular disease screenings, and life habit improvement assistance for prevention of cardiovascular and other chronic diseases for eligible women.</p>	<p>a) If individual receives clinical services transfer records to PATIENT CLINICAL RECORDS, page 36, item 5, as applicable.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>c) Destroy in office remaining records after 6 years.*</p>	

ITEM #	STANDARD 10: ADULT HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	<p>CHRONIC DISEASE PROGRAM RECORDS</p> <p>Records concerning chronic disease early detection and referral, patient education, monitoring, treatment, and follow-up activities. May include program procedures, statistical summaries, chronic disease services reports, and other related records.</p>	<p>a) If individual receives clinical services transfer records to PATIENT CLINICAL RECORDS, page 36, item 5, as applicable.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>c) Destroy in office remaining records after 5 years.*</p>	
5.	<p>FAMILY PLANNING RECORDS</p> <p>Records documenting contacts between family planning services and with individuals served by the local health department.</p>	<p>a) If individual receives clinical services transfer records to PATIENT CLINICAL RECORDS, page 36, item 5, as applicable.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>c) Destroy in office remaining records after 5 years.*</p>	

STANDARD 11: PROGRAM OPERATIONAL RECORDS – ALL HEALTH DEPARTMENT PROGRAMS

Public health records created or received in local health departments and used to manage and monitor federal, state, and local programs. Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

ITEM #	STANDARD 11: ALL HEALTH DEPARTMENT PROGRAMS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>CLINICAL POLICIES AND PROCEDURES</p> <p>See also ELECTRONIC PROTECTED HEALTH INFORMATION (ePHI) SECURITY IMPLEMENTATION RECORDS, page 5, item 4.</p>	Retain in office permanently.	
2.	<p>CLINICAL RECORD AUDITS</p> <p>Internal and external audit summaries and findings. Includes associated supporting records.</p> <p>See also Local Government General Records Schedule, Standard 2, Audits: Financial.</p>	<p>a) Medicare/Medicaid audits: Destroy in office after 5 years and when all findings have been resolved.*</p> <p>b) All other audits: Destroy in office after 3 years and when all findings have been resolved.*</p>	
3.	<p>COMMUNITY HEALTH ASSESSMENTS</p> <p>Also includes interim State-of-the-County's Health (SOTCH) Reports.</p>	<p>a) Retain in office official copy of community health assessment permanently.</p> <p>b) Destroy in office interim reports after completion of next community health assessment.</p>	Authority: 10A NCAC 48B .0201

ITEM #	STANDARD 11: ALL HEALTH DEPARTMENT PROGRAMS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	ELECTRONIC PROTECTED HEALTH INFORMATION (ePHI) SECURITY IMPLEMENTATION RECORDS Policies, procedures, and records of actions, activities, and security risk analyses undertaken to ensure ePHI is secure from unauthorized access in compliance with the HIPAA Security Rule.	Destroy in office 6 years from date of creation or 6 years from date when applicable documentation was last in effect, whichever is later.	Retention: 45 CFR 164.316
5.	ENCOUNTER FORMS Forms, including triage logs, used to summarize contacts between department staff and clients.	Destroy in office after 3 years.*	
6.	FEE SCHEDULES Billing guides, fee plans, and schedules of fees charged for services.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records 5 years after superseded.*	Authority: G.S. § 130A-39(g) G.S. § 130A-45.3(a)(5) G.S. § 153A-77(d)(1)
7.	PATIENT APPOINTMENT AND SCHEDULING RECORDS	Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____	
8.	PATIENT DEMOGRAPHIC DATA REPORTS Reports summarizing demographic data for patients in programs.	a) Retain reports with historical value permanently. b) For remaining reports, follow disposition instructions for Local Government General Records Schedule, Standard 1, Reports and Studies.	

ITEM #	STANDARD 11: ALL HEALTH DEPARTMENT PROGRAMS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	<p>PATIENT SELF-HISTORIES AND RECEIVED MEDICAL RECORDS</p> <p>Preliminary medical information collected concerning patients served by the local health department. May include patient self-histories and health surveys, including family medical histories, known health conditions, and allergies; copies of medical records; and referrals received from other agencies.</p>	<p>a) If individual receives clinical services transfer records to PATIENT CLINICAL RECORDS, page 36, item 5, as applicable.</p> <p>b) Comply with agency policy for patient notification. If unable to locate patient, destroy in office when reference value ends.†</p> <p>Agency Policy: Destroy in office after _____</p>	
10.	<p>PROGRAM TIME AND ACTIVITY REPORTS</p> <p>Reports and related records documenting activities of personnel for all program areas.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 5 years.*</p>	
11.	<p>PROTECTED HEALTH INFORMATION (PHI) ACCESS RECORDS</p> <p>Records documenting client requests for or restrictions of access to PHI required by the HIPAA Privacy Rule.</p>	<p>Destroy in office 6 years from date of creation or 6 years from date when applicable documentation was last in effect, whichever is later.</p>	<p>Retention: 45 CFR 164.530(j)(2)</p>
12.	<p>PROTECTED HEALTH INFORMATION (PHI) AMENDMENT REQUEST RECORDS</p> <p>Records documenting client requests for amendment of PHI required by the HIPAA Privacy Rule.</p>	<p>Destroy in office 6 years from date of creation or 6 years from date when applicable documentation was last in effect, whichever is later.</p>	<p>Authority: 45 CFR 164.526(d)(4)</p> <p>Retention: 45 CFR 164.530(j)(2)</p>



ITEM #	STANDARD 11: ALL HEALTH DEPARTMENT PROGRAMS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	<p>PROTECTED HEALTH INFORMATION (PHI) DISCLOSURE RECORDS</p> <p>Records documenting disclosures of PHI required by the HIPAA Privacy Rule. Includes disclosure log.</p>	Destroy in office 6 years from date of creation or 6 years from date when applicable documentation was last in effect, whichever is later.	<p>Authority: 45 CFR 164.508</p> <p>Retention: 45 CFR 164.528(a)(1)</p>
14.	<p>PROTECTED HEALTH INFORMATION (PHI) PRIVACY PRACTICES RECORDS</p> <p>Policies, procedures, and related records documenting safeguards for privacy of PHI required by the HIPAA Privacy Rule.</p>	Destroy in office 6 years from date of creation or 6 years from date when applicable documentation was last in effect, whichever is later.	<p>Authority: 45 CFR 164.520</p> <p>Retention: 45 CFR 164.530(j)(2)</p>
15.	<p>PROTECTED HEALTH INFORMATION (PHI) PRIVACY PRACTICES VIOLATION RECORDS</p> <p>Records documenting complaints received concerning privacy policies and procedures required by the HIPAA Privacy Rule.</p>	Destroy in office 6 years from date of creation or 6 years from date when applicable documentation was last in effect, whichever is later.	Retention: 45 CFR 164.530
16.	<p>PUBLIC HEALTH EMERGENCY PREPAREDNESS AND RESPONSE RECORDS</p> <p>Records concerning rapid response to public health emergencies and involvement with county and regional emergency planning. File includes public health preparedness and response plans.</p>	<p>a) Retain records with historical value permanently.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>c) Destroy in office remaining records after 6 years.*</p>	



ITEM #	STANDARD 11: ALL HEALTH DEPARTMENT PROGRAMS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
17.	<p>PUBLIC HEALTH PROBLEM SURVEILLANCE RECORDS Records concerning surveillance and investigation of public health hazards, problems, and threats. File includes received reports, health alerts, advisories, and other related records.</p> <p>See also Local Government General Records Schedule, Standard 8, Disaster and Emergency Management Plans.</p>	<p>a) Retain records with historical value permanently.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>c) Destroy in office remaining records after 6 years.*</p>	
18.	<p>QUALITY ASSURANCE RECORDS Quality assessments of local health department programs. Includes resource materials, procedures, program self-assessments, state monitoring reports of findings, corrective action plans, and other related records.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 6 years.*</p>	
19.	<p>SATISFACTION ASSESSMENT SURVEY RESPONSES Client survey response sheets for all programs.</p>	Destroy in office survey response sheets 6 months after survey due date or date of any follow-up inquiry.	Authority: 10A NCAC 48B .1001
20.	<p>SCREENING AND REFERRAL RECORDS Records of screenings, consultations, and referrals conducted by local health department staff in all programs.</p>	<p>a) If individual receives clinical services transfer records to PATIENT CLINICAL RECORDS, page 36, item 5, as applicable.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>c) Destroy in office remaining records after 5 years.*</p>	

ITEM #	STANDARD 11: ALL HEALTH DEPARTMENT PROGRAMS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
21.	<p>STANDING ORDERS Includes pre-printed and electronic standing orders, order sets, and protocols for patient orders.</p> <p>See also Local Government General Records Schedule, Standard 5, Delegation of Authority Records.</p>	Destroy in office 3 years after superseded or obsolete.	
22.	<p>STATISTICAL REPORTS Agency statistical studies and reports. Includes statistical and surveillance reports from state Health Information System (HIS) and local health department electronic health record (EHR) systems.</p>	<p>a) Retain reports with historical value permanently.</p> <p>b) For remaining reports, follow disposition instructions for Local Government General Records Schedule, Standard 1, Reports and Studies.</p>	
23.	<p>STERILIZATION RECORDS Records concerning mechanical, chemical, and biological sterilization and disinfection. Includes monitor notebooks and sterilizer logs and tests.</p>	Destroy in office after 3 years.	
24.	<p>VACCINE PROGRAM MANAGEMENT RECORDS Forms, reports, and policies required to document the storage, handling, transfer, and inventorying of vaccines.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 5 years.*</p>	

STANDARD 12: PROGRAM OPERATIONAL RECORDS – ANIMAL CONTROL PROGRAMS

Public health records created or received in local health departments and used to manage and monitor animal control programs.

ITEM #	STANDARD 12: ANIMAL CONTROL PROGRAMS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>ACTIVITY REPORTS Daily, weekly, and monthly reports providing statistics regarding complaints answered, dogs and cats impounded, impounded animals disposed of, vaccinations, and animal bites reported.</p>	<p>a) Retain reports with historical value permanently. b) For remaining reports, follow disposition instructions for Local Government General Records Schedule, Standard 1, Reports and Studies.</p>	
2.	<p> ANIMAL ABUSE AND CRUELTY CASES Includes complaints, citations, compliance orders, and similar records.</p>	Destroy in office after 5 years.*	Confidentiality: G.S. § 132-1.4
3.	<p>ANIMAL ADOPTION RECORDS Includes pre-adoption records and agreements.</p>	Destroy in office after 2 years.	
4.	<p>ANIMAL BITE REPORTS Reports detailing animal bites investigated by, or reported to, local health departments. See also DANGEROUS ANIMALS RECORDS, page 11, item 10.</p>	Destroy in office after 3 years.*	Authority: G.S. § 130A-196
5.	<p> ANIMAL COMPLAINTS Includes complaints of nuisance animals. See also DANGEROUS ANIMALS RECORDS, page 11, item 10.</p>	Destroy in office after 3 years.*	Confidentiality: G.S. § 132-1.4

ITEM #	STANDARD 12: ANIMAL CONTROL PROGRAMS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	<p>ANIMAL CONTROL CITATIONS AND COMPLIANCE ORDERS</p> <p>Includes citations and compliance orders issued to animal owners of violations of county ordinances.</p> <p>See also DANGEROUS ANIMALS RECORDS, page 11, item 10.</p>	Destroy in office after 3 years.*	
7.	<p>ANIMAL LICENSE RECORDS</p> <p>Records concerning the payment of license fees.</p>	Destroy in office after 3 years.*	
8.	<p>CERTIFICATES OF ANIMAL RELEASE</p> <p>Certificates verifying health of animals examined and released by local health department.</p>	Destroy in office 1 year after animal is released.	Retention: 02 NCAC 52J .0103
9.	<p>CONTROLLED SUBSTANCE EUTHANASIA LOG</p> <p>Includes amount of controlled substance used and animals destroyed.</p>	Destroy in office after 2 years.	Retention: 21 CFR 1304.03
10.	<p> DANGEROUS ANIMALS RECORDS</p> <p>Includes complaints, compliance orders, citations, bite reports, and similar records relating to dangerous animals. (See G.S. § 67-4.1 for a definition of “dangerous dog” and “potentially dangerous dog.”)</p>	Destroy in office records concerning dangerous animals until known dead or after 10 years.*	Confidentiality: G.S. § 132-1.4
11.	<p> HISTORIES OF PET OWNERS</p> <p>Records concerning information for each animal owner that violates the county ordinances. May include signed complaint forms, pictures, and paperwork issued by the animal control officer.</p>	Destroy in office after 3 years.*	Confidentiality: G.S. § 132-1.4

ITEM #	STANDARD 12: ANIMAL CONTROL PROGRAMS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.	OWNER CONTACT NOTICE RECORDS Records concerning attempts to contact owners of animals impounded at animal shelter.	Destroy in office 1 year from date of contact.	
13.	SHELTER DISPOSITION RECORDS Records on each animal processed by the animal shelter. Records contain information on whether animal is reclaimed by the owner, adopted, or euthanized.	Destroy in office 1 year after animal is released or euthanized.	Authority: G.S. § 19A, Article 3 02 NCAC 52J .0100 Retention: 02 NCAC 52J .0103
14.	VACCINATION RECORDS Includes rabies vaccination certificates sent to county animal control by area veterinarians.	Destroy in office after 3 years.	Authority: G.S. § 130A-189

STANDARD 13: PROGRAM OPERATIONAL RECORDS – BUSINESS OFFICE AND PATIENTS’ FINANCIAL RECORDS

Public health records concerning Medicare and Medicaid disbursements, insurance claims and payments, and other financial activities for patients served by local health departments. See the Local Government Agencies General Records Retention and Disposition Schedule, Standard 2: Budget, Fiscal, and Payroll Records for the disposition of records concerning office operational financial activities.

In accordance with G.S. § 131E-97, all charges, accounts, credit histories, and other personal financial records maintained by public health care facilities in connection with admission, treatment, and discharge of individual patients are confidential and exempt from public inspection as outlined in G.S. § 132-6.

Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

ITEM #	STANDARD 13: BUSINESS OFFICE AND PATIENTS’ FINANCIAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>ACCOUNTS RECEIVABLE: CLINICAL SERVICES Patient payments; filings to private insurance, Medicare, and Medicaid; aged accounts receivable reports; and other related records. Includes receipts, remittance advice, and other records that document payments received from patients and insurance agencies.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 3 years.*</p>	
2.	<p>ADJUSTED PATIENT ACCOUNTS Records of adjustments to patients’ bills and insurance claims.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 3 years.*</p>	


ITEM #	STANDARD 13: BUSINESS OFFICE AND PATIENTS' FINANCIAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.	<p>CONSOLIDATED AGREEMENT</p> <p>Consolidated agreement and agreement addenda between local health department and NC DHHS, Division of Public Health concerning requirements for distribution of state and federal funds.</p>	Destroy in office 5 years after annual financial report is filed.*	
4.	<p>COST REPORTS</p> <p>Reports and supporting documentation summarizing costs incurred for administration of programs.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 5 years.*</p>	
5.	<p>DEBT SETOFF PROGRAM RECORDS</p> <p>Records concerning accounts sent to NC Debt Setoff Program for collection. Includes returned mail to patients being notified of submission.</p>	Destroy in office after total debt is paid or after 10 years.	Authority: G.S. § 105A
6.	<p>ELIGIBILITY DETERMINATION RECORDS</p> <p>Records concerning financial eligibility of local health department clients for payment programs.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after _____</p>	Authority: 10A NCAC 45A .0202


ITEM #	STANDARD 13: BUSINESS OFFICE AND PATIENTS' FINANCIAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
7.	<p>INSURANCE CLAIMS</p> <p>Includes Medicare, Medicaid, and insurance carrier claim forms and records, including schedule of payments, copies of claim, listing of invalid or rejected claims, payment list, and list of checks received.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 5 years.*</p>	
8.	<p>INSURANCE PENDING REPORTS</p> <p>Reports and supporting documentation summarizing unpaid insurance claims.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 5 years.*</p>	
9.	<p>MEDICARE DISBURSEMENT REPORTS</p> <p>Reports and supporting documentation summarizing funds received from Medicare and the accounts to which they are posted.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 3 years.*</p>	
10.	<p>MEDICARE PART D PRESCRIPTION DRUG FINANCIAL RECORDS</p> <p>Financial records related to Part D drug plans administered by the local health department. Includes remittance advice records.</p> <p>See also MEDICARE PART D PRESCRIPTION DRUG PROGRAM RECORDS, page 41, item 8.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 10 years.*</p>	Retention: 42 CFR 423.505(d)

ITEM #	STANDARD 13: BUSINESS OFFICE AND PATIENTS' FINANCIAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.	<p>PATIENT REFUND RECORDS Reports, logs, and supporting documentation summarizing refunds issued to patients and insurance agencies.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 3 years.*</p>	
12.	<p>SUPERBILLS Summaries of charges to client for clinical services with codes for services received. File includes electronic superbills (ESBs).</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 6 years.*</p>	

STANDARD 14: PROGRAM OPERATIONAL RECORDS – COMMUNICABLE DISEASE CONTROL RECORDS

Public health records created or received in local health departments and used to manage and monitor communicable disease control programs. These are not individual patient clinical records. Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

STANDARD 14: COMMUNICABLE DISEASE CONTROL RECORDS			
ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
<p>1.</p> 	<p>COMMUNICABLE DISEASE OUTBREAK INVESTIGATION RECORDS</p> <p>Records concerning actions taken by local health directors and public health nurses to control the spread of a communicable disease. Includes copies of letters of notification of exposure sent out to child care facilities, restaurants, etc., outbreak summary reports, after action reports, and other related records.</p>	<p>a) Enter all required information for cases and contacts into the North Carolina Electronic Disease Surveillance System (NC EDSS). Any documents that are part of the investigation should be attached to the corresponding outbreak event in NC EDSS for retention; NC EDSS records are not scheduled for expiration or destruction at this time. Paper records may be destroyed once pertinent information is entered into NC EDSS.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>c) Destroy in office after 10 years paper records not entered into NC EDSS.*</p>	<p>Authority: G.S. § 130A-140 10A NCAC 41A .0103</p> <p>Confidentiality: G.S. § 130A-143</p>

ITEM #	STANDARD 14: COMMUNICABLE DISEASE CONTROL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
2. 	<p>COMMUNICABLE DISEASE REPORTS</p> <p>Part 1 and Part 2 communicable disease report forms, morbidity forms, supplemental surveillance forms, and other related records concerning reports of communicable diseases and information on patients' risk factors. Also includes reports of viral hepatitis and sexually transmitted diseases (STDs)/sexually transmitted infections (STIs).</p>	<p>a) Enter required information into the North Carolina Electronic Disease Surveillance System (NC EDSS). Any documents that are part of the investigation should be attached to the corresponding outbreak event in NC EDSS for retention; NC EDSS records are not scheduled for expiration or destruction at this time. Paper records may be destroyed once pertinent information is entered into NC EDSS.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>c) Destroy in office after 10 years paper records not entered into NC EDSS.*</p>	<p>Authority: G.S. § 130A-140 10A NCAC 41A .0103</p> <p>Confidentiality: G.S. § 130A-143</p> <p>Retention: NC DHHS, Division of Public Health Communicable Disease Manual</p>

STANDARD 15: PROGRAM OPERATIONAL RECORDS – ENVIRONMENTAL HEALTH RECORDS

Public health records created or received in local health departments and used to manage and monitor environmental health programs. Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

ITEM #	STANDARD 15: ENVIRONMENTAL HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>ENVIRONMENTAL HEALTH PERMITS</p> <p>Records concerning permits for child care facilities, public swimming pools, tattoo parlors, private drinking water wells, and other inspected permittees under the jurisdiction of the environmental health program.</p>	Destroy in office 3 years after expiration, inactivation, or revocation.	Authority: G.S. § 87-97 15A NCAC 02C .0300 15A NCAC 18A
2.	<p>FOOD AND LODGING MAPS, PLANS, AND BLUEPRINTS</p> <p>Records concerning new food service and lodging establishments submitted for review and approval to environmental health program prior to construction.</p>	Destroy in office after 1 year.	
3.	<p>FOOD AND LODGING PERMIT ACTIONS</p> <p>Records concerning the application and permit process for food and lodging establishments. Includes new, transitional, expired, revoked, or suspended permits.</p>	<p>a) Initial and new permits: Destroy in office 3 years after revocation or disapproval.</p> <p>b) Transitional permits: Destroy in office 3 years after new permit application approved or expiration occurs.</p> <p>c) Suspended permits: Destroy in office 3 years after date of suspension or disapproval.</p>	

ITEM #	STANDARD 15: ENVIRONMENTAL HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	<p>FOOD, LODGING, INSTITUTIONAL SANITATION, AND PUBLIC SWIMMING POOLS AND SPAS INSPECTION RECORDS</p> <p>Records concerning environmental health inspections. Includes inspection reports, listings of violations, compliance reports, and other related records.</p>	Destroy in office 3 years after resolution of any violations and closure of report.*	
5.	<p>INSPECTION SUMMARIES</p> <p>Summaries of inspections of establishments whose business impacts environmental health.</p>	<p>a) Destroy in office 3 years after date records were created while establishment is in operation.</p> <p>b) Destroy in office 1 year after establishment ceases operation.</p>	
6.	<p>LABORATORY REPORTS</p> <p>Laboratory reports showing results of environmental health tests.</p>	Destroy in office after 3 years.	
7.	<p>LEAD POISONING PREVENTION RECORDS</p> <p>Records concerning childhood lead poisoning prevention programs. Includes examination and testing results, investigation case files, copies of medical records, remediation plans, and other related records.</p>	<p>a) Enter required information into the North Carolina Electronic Disease Surveillance System (NC EDSS). Any documents part of the investigation should be attached to the corresponding outbreak event in NC EDS for retention. Paper records may be destroyed once pertinent information is entered into NC EDSS.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>c) Destroy in office paper records not entered into NC EDSS after 10 years.*</p>	<p>Authority: G.S. § 130A, Article 5, Part 4 15A NCAC 18A .3100</p>

ITEM #	STANDARD 15: ENVIRONMENTAL HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.	METHAMPHETAMINE LABS DECONTAMINATION RECORDS Records concerning decontamination activities.	Destroy in office 3 years after documented decontamination is complete.	Retention: 10A NCAC 41D .0104
9.	WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL REGULATION RECORDS Records concerning enforcement of permit requirements and wastewater disposal/dispersal regulations. Includes inspections and corrective actions in cases of complaints and illnesses associated with wastewater.	Destroy in office 3 years after implementation of corrective action.*	
10.	WASTEWATER DISPERSAL SUBDIVISION SYSTEM RECORDS Records concerning wastewater dispersal/disposal systems for subdivisions. Includes plans, applications for permits, and other related records.	Destroy in office when system is no longer in use and the system has been properly abandoned or when system is connected to an approved public or community system.	
11.	WASTEWATER DISPERSAL SYSTEM APPLICATIONS - IMPROVEMENT PERMIT AND CONSTRUCTION AUTHORIZATION PERMIT Includes the entirety of the application including wastewater system site plans and plats indicating location of septic tanks, drain fields, other plans and specifications, and site evaluations.	a) Transfer applications for which a permit is issued to WASTEWATER DISPERSAL SYSTEM IMPROVEMENT PERMITS AND CONSTRUCTION AUTHORIZATION PERMITS , page 22, item 13. b) Destroy in office denied applications 3 years after denial. c) Destroy in office remaining applications 1 year after expiration of application period.	

ITEM #	STANDARD 15: ENVIRONMENTAL HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.	<p>WASTEWATER DISPERSAL SYSTEM ENGINEERED OPTION PERMITS</p> <p>Includes notices of intent, inspection reports, engineer's reports, operations and management programs, and other related records.</p>	<p>Destroy in office when permit is revoked, or the system is no longer in use and the system has been properly abandoned, or the facility is connected to an approved public or community system.</p>	<p>Authority: G.S. § 130A-336.1 15A NCAC 18A .1971</p>
13.	<p>WASTEWATER DISPERSAL SYSTEM IMPROVEMENT PERMITS AND CONSTRUCTION AUTHORIZATION PERMITS</p> <p>Includes the entirety of the permit including applications, wastewater system site plans and plats indicating location of septic tanks, drain fields, other plans and specifications, and site evaluations. Includes expiring and non-expiring permits, as well as permits subject to the 2017 Permit Extension Act.</p>	<p>a) Transfer permits that result in the issuance of an operation permit to WASTEWATER DISPERSAL SYSTEM OPERATION PERMITS, page 22, item 14.</p> <p>b) Destroy in office revoked permits 3 years from date of revocation.</p> <p>c) Destroy in office remaining permits issued between January 1, 2000 and January 1, 2015 after January 1, 2021.</p> <p>d) Destroy in office remaining expiring permits 1 year after expiration date.</p> <p>e) Destroy in office remaining non-expiring permits when permit is revoked, or the system is no longer in use and has been properly abandoned, or the facility is connected to an approved public or community system.</p>	<p>Authority: G.S. § 130A-336 15A NCAC 18A .1937</p> <p>Retention: G.S. § 130A-336(b1)</p>
14.	<p>WASTEWATER DISPERSAL SYSTEM OPERATION PERMITS</p> <p>Permit issued to verify wastewater disposal/dispersal systems have been completed according to local health department guidelines and are approved for use.</p>	<p>Destroy in office when permit is revoked, or the system is no longer in use and the system has been properly abandoned, or the facility is connected to an approved public or community system.</p>	<p>Authority: G.S. § 130A-33715A 15A NCAC 18A .1937</p>

ITEM #	STANDARD 15: ENVIRONMENTAL HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.	<p>WATER SUPPLY ON-SITE SANITATION SERVICES RECORDS</p> <p>Records concerning sanitation of individual on-site water supplies. File includes inspections, test results, analyses of water samples, and corrective actions in cases of complaints and illnesses associated with water supplies.</p>	Destroy in office 3 years after implementation of corrective action.*	
16.	<p>WATER SUPPLY REGISTRY – PERMITTED WELLS</p> <p>Registry of all private drinking water wells for which a construction or repair permit was issued. Includes water test results for permitted wells.</p>	<p>a) Retain registry in office permanently.</p> <p>b) Destroy in office water test results upon closure of well.</p>	<p>Authority: G.S. § 87-97 15A NCAC 02C .0307</p> <p>Retention: G.S. § 87-97(k)</p>
17.	<p>WATER SUPPLY WELL OPERATIONS RECORDS</p> <p>Forms submitted by well contractors concerning construction, abandonment, and repair of private drinking water wells in area of local health department. File includes certifications of completion or abandonment.</p>	Destroy in office when well is no longer in use or when water supply is connected to an approved public or community system.	Authority: 15A NCAC 02C .0114

STANDARD 16: PROGRAM OPERATIONAL RECORDS – HEALTH EDUCATION RECORDS

Public health records created or received in local health departments and used to manage and monitor health education programs. These are not individual patient clinical records. Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

STANDARD 16: HEALTH EDUCATION RECORDS			
ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>HEALTH EDUCATION RECORDS Records documenting contacts with individuals receiving health education services. Includes screenings, consultations, and referrals.</p>	<p>a) If individual receives clinical services transfer records to PATIENT CLINICAL RECORDS, page 36, item 5, as applicable.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>c) Destroy in office remaining records after 5 years.*</p>	<p>Authority: 10A NCAC 48B .0803</p>
2.	<p>HEALTH PROMOTION TRAINING RECORDS Records concerning health promotion classes and training, including pregnancy prevention, childbirth education, worksite wellness, nutrition counseling, injury control, and tobacco cessation.</p>	<p>a) If individual receives clinical services transfer records to PATIENT CLINICAL RECORDS, page 36, item 5, as applicable.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>c) Destroy in office remaining records after 5 years.*</p>	<p>Authority: 10A NCAC 48B .0402</p>

ITEM #	STANDARD 16: HEALTH EDUCATION RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.	<p>MEDIA AND PUBLIC HEALTH INFORMATION Records concerning information released to media, the public, and appointed and elected officials. Includes copies of public health assessments, requests for health education presentations, public health hotline messages, public health press releases, community health data and health status information, and other related records.</p> <p>See also Local Government General Records Schedule, Standard 7, Public Relations Records.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office remaining records when reference value ends.†</p> <p>Agency Policy: Destroy in office after _____</p>	<p>Authority: 10A NCAC 48B .0400</p>
4.	<p>SEXUALLY TRANSMITTED DISEASE (STD)/SEXUALLY TRANSMITTED INFECTION (STI) COUNSELING AND TESTING QUARTERLY REPORTS Records summarizing counseling and testing for HIV/AIDS and other sexually transmitted diseases and infections.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 5 years.*</p>	
5.	<p>SEXUALLY TRANSMITTED DISEASE (STD)/SEXUALLY TRANSMITTED INFECTION (STI) EDUCATION REPORTS Records concerning public education and awareness efforts concerning HIV/AIDS and other sexually transmitted diseases and infections.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 5 years.*</p>	

STANDARD 17: PROGRAM OPERATIONAL RECORDS – HOME HEALTH AND COMMUNITY-BASED SERVICES RECORDS


Public health records created or received in local health departments and used to manage and monitor home health and community-based services programs. These are not individual patient clinical records. Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

STANDARD 17: HOME HEALTH AND COMMUNITY-BASED SERVICES RECORDS			
ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>COMMUNITY ALTERNATIVES PROGRAM FOR CHILDREN (CAP/C) CASE RECORDS</p> <p>Includes service plans, NC DHHS authorization forms, service orders, waiver supports, and other related records.</p>	<p>a) If individual receives clinical services transfer records to PATIENT CLINICAL RECORDS, page 36, item 5, as applicable.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>c) Destroy in office remaining records after 6 years.*</p>	
2.	<p>COMMUNITY ALTERNATIVES PROGRAM FOR DISABLED ADULTS (CAP/DA) CASE RECORDS</p> <p>Includes service plans, NC DHHS authorization forms, service orders, waiver supports, and other related records.</p>	<p>a) If individual receives clinical services transfer records to PATIENT CLINICAL RECORDS, page 36, item 5, as applicable.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>c) Destroy in office remaining records after 6 years.*</p>	

ITEM #	STANDARD 17: HOME HEALTH AND COMMUNITY-BASED SERVICES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.	<p>HOME HEALTH ADVISORY COMMITTEE MINUTES</p> <p>See also Local Government General Records Schedule, Standard 1, Minutes of Public Bodies. See the MICROFILM section on page 61 for instructions on microfilming.</p>	Retain official minutes in office permanently.	
4.	<p>HOME HEALTH PROGRAM RECORDS</p> <p>Records documenting contacts between home health services and individuals served by the local health department. Includes screenings, consultations, referrals, admission and service data, plans of care, and case conferences.</p>	<p>a) If individual receives clinical services transfer records to PATIENT CLINICAL RECORDS, page 36, item 5, as applicable.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>c) Destroy in office remaining records after 5 years.*</p>	<p>Authority: 10A NCAC 46 .0208 10A NCAC 13J .1400</p>
5.	<p>INSURANCE FOR THE AGED CERTIFICATION</p> <p>Records concerning certification of organizations offering health insurance for the aged.</p>	Destroy in office upon expiration of certification.	
6.	<p>NC STATE LICENSURE CERTIFICATE</p> <p>Proof of licensure by NC DHHS to operate as a home care agency.</p>	Destroy in office upon expiration of certification.	<p>Authority: 10A NCAC 13J .0902</p>

STANDARD 18: PROGRAM OPERATIONAL RECORDS – LABORATORY RECORDS

Public health records created or received in local health departments and used to manage and monitor laboratory programs. These are not individual patient clinical records. Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

ITEM #	STANDARD 18: LABORATORY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>EQUIPMENT AND INSTRUMENT MAINTENANCE AND REPAIR FILE</p> <p>Records documenting the proper functioning of equipment. Includes notebooks, logs, and test results.</p>	Destroy in office after 2 years.	Retention: 42 CFR 493.1105(a)(5)
2.	 <p>HIV TEST RECORDS</p> <p>Records and logs documenting the transfer of samples to NC DHHS for HIV test processing. May include test results and patient information.</p>	<p>a) Transfer individual clinical records to PATIENT CLINICAL RECORDS, page 36, item 5, as applicable.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>c) Destroy in office remaining records after 5 years.*</p>	Confidentiality: G.S. § 130A-143
3.	<p>LABORATORY PROCEDURES MANUAL</p> <p>Laboratory test procedures with dates of initial use and discontinuance.</p>	Destroy in office 2 years after date of discontinuance.	Retention: 42 CFR 493.1105(a)(2)

ITEM #	STANDARD 18: LABORATORY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	<p>MEDICAL EXAMINER RECORDS</p> <p>Records related to the investigation of deaths by the county medical examiner. May include photographs, notes, reference copies of medical records and law enforcement reports, and other related records.</p>	<p>a) Submit final report to DHHS Office of the Chief Medical Examiner.</p> <p>b) Submit certificate of death to the State Registrar of Vital Statistics.</p> <p>c) Destroy in office remaining investigatory materials when reference value ends.†</p> <p>Agency Policy: Destroy in office after _____</p> <p><i>Retention Note: The offices receiving the final report and the death certificate are the records custodians.</i></p>	<p>Authority: G.S. § 130A-385</p>
5.	<p>PROFICIENCY TESTING RECORDS</p> <p>Records used to attest the handling, preparation, processing, examination, and reporting of results of all proficiency testing. Includes testing report forms, records documenting testing failures and corrective actions, and other related records.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 2 years.*</p>	<p>Retention: 42 CFR 493.1105(a)(4)</p>


ITEM #	STANDARD 18: LABORATORY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	<p>QUALITY CONTROL RECORDS</p> <p>Records concerning quality control of analytics systems as well as quality system assessment. File includes instrument printouts, analytic systems activities, test system performance specifications, and other related records.</p>	<p>a) Retain in office permanently quality control records for blood and blood products with no expiration dates.*</p> <p>b) Destroy in office quality control records for immunohematology, blood and blood products with expiration dates, and transfusions 10 years after completion of processing or 6 months after expiration date for individual product, whichever is later.*</p> <p>c) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>d) Destroy in office remaining records after 2 years.*</p> <p><i>Retention Note: Retain test system performance specifications for life of test system. Upon disuse of test system, follow disposition instructions above.</i></p>	<p>Retention: 21 CFR 606.160(d) 42 CFR 493.1105(a)(3) 42 CFR 493.1105(a)(5)</p>
7.	<p>SLIDES, BLOCKS, AND TISSUE</p> <p>Includes cytology slide preparations, histopathology slides, pathology specimen blocks, and tissue remnants.</p>	<p>a) Destroy in office histopathology slides 10 years from date of examination.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>c) Destroy in office remaining records after 6 years.*</p>	<p>Authority: 42 CFR 493.1105</p> <p>Retention: 42 CFR 493.1105</p>

ITEM #	STANDARD 18: LABORATORY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.	<p>TEST REPORTS Final, preliminary, and corrected test reports concerning test results processed on-site or at another location. File includes immunohematology test reports and pathology test reports.</p> <p>See also HIV TEST RECORDS, page 28, item 2.</p>	<ul style="list-style-type: none"> a) Transfer individual clinical records to PATIENT CLINICAL RECORDS, page 36, item 5, as applicable. b) Retain in office permanently immunohematology test reports for products with no expiration date.* c) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹ d) Destroy remaining test reports for immunohematology, blood and blood products, and transfusions 10 years after completion of processing or 6 months after latest expiration date for individual product, whichever is later.* e) Destroy in office remaining pathology test reports after 10 years.* f) Destroy in office all other remaining test reports after 2 years.* 	Retention: 21 CFR 606.160(d) 42 CFR 493.1105
9.	<p>TEST REQUISITIONS Includes test authorizations and copies of patients' medical records if used as test requisitions or authorizations.</p>	<ul style="list-style-type: none"> a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹ b) Destroy in office remaining records after 2 years.* 	Retention: 42 CFR 493.1105

STANDARD 19: PROGRAM OPERATIONAL RECORDS – MATERNAL AND CHILD HEALTH RECORDS

Public health records created or received in local health departments and used to manage and monitor maternal and child health programs. These are not individual patient clinical records. Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

STANDARD 19: MATERNAL AND CHILD HEALTH RECORDS			
ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>ADMINISTRATIVE FACILITY INFORMATION (CHILD HEALTH PROGRAM)</p> <p>Includes memorandum of agreement forms, visit narrative notes, facility assessment forms, and other related records.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 5 years.*</p>	
2.	<p>CARE COORDINATION FOR CHILDREN (CC4C) PROGRAM RECORDS</p> <p>Records concerning status of children in CC4C program, including child’s name, referral, report date, development status, service status, and other related information. Records created and maintained in NC DHHS, Division of Public Health CC4C Case Management Information System (CMIS).</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 5 years.*</p>	

ITEM #	STANDARD 19: MATERNAL AND CHILD HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.	<p>CHILD CARE HEALTH CONSULTANT RECORDS (CHILD HEALTH PROGRAM)</p> <p>Records concerning child care health programs administered to child care facilities by local health departments. May include parent and guardian permission slips, child health assessment forms, confidentiality statements, screening forms, and other related records.</p>	<p>a) If child receives clinical services transfer records to PATIENT CLINICAL RECORDS, page 36, item 5, as applicable.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>c) Destroy in office remaining records after 5 years.*</p>	
4.	 <p>CHILD FATALITY PREVENTION TEAM REVIEWS</p> <p>Case reviews submitted by local child fatality prevention teams listing identifying information, summaries, outcomes of reviews, administrative comments, and other related information. File also includes minutes and quarterly reports to board of health.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 5 years.*</p>	<p>Authority: G.S. § 7B-1410</p> <p>Confidentiality: G.S. § 7B-1413</p>
5.	<p>CHILDREN WITH SPECIAL HEALTH CARE NEEDS SERVICES RECORDS</p> <p>Records concerning services provided to children with special health care needs administered through local health departments.</p>	<p>a) Transfer individual clinical records to PATIENT CLINICAL RECORDS, page 36, item 5, as applicable.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions and when child reaches 30 years of age and has not received services within the last 10 years.¹</p> <p>c) Destroy in office remaining records when child reaches 30 years of age and has not received services within the last 10 years.*</p>	

ITEM #	STANDARD 19: MATERNAL AND CHILD HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	<p>MATERNAL AND CHILD HEALTH RECORDS Records documenting maternal and child health services offered to individuals within the jurisdiction of the local health department. Includes screenings, consultations, referrals, Sudden Infant Death Syndrome (SIDS) home visit reports, and pregnancy care management services records.</p>	<p>a) Transfer individual clinical records to PATIENT CLINICAL RECORDS, page 36, item 5, as applicable.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions and when child reaches 30 years of age and has not received services within the last 10 years.¹</p> <p>c) Destroy in office remaining records when child reaches 30 years of age and has not received services within the last 10 years.*</p>	
7.	<p>SUDDEN INFANT DEATH SYNDROME (SIDS) PATHOLOGY REPORTS Reference copies of autopsies.</p>	<p>Destroy in office when reference value ends. † Agency Policy: Destroy in office after _____</p>	

STANDARD 20: PROGRAM OPERATIONAL RECORDS – PATIENT CLINICAL RECORDS




Records created or received by local health departments documenting patient care, including x-ray films, consents for medical care, and copies of laboratory reports.


In accordance with G.S. § 131E-97, all medical records compiled and maintained by public health care facilities are confidential and exempt from public inspection as outlined in G.S. § 132-6. Custodians also should be familiar with G.S. § 8-53 concerning confidentiality of communications between physicians and their patients.

Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

<i>ITEM #</i>	<i>STANDARD 20: PATIENT CLINICAL RECORDS</i>		
	<i>RECORDS SERIES TITLE</i>	<i>DISPOSITION INSTRUCTIONS</i>	<i>CITATION</i>
1.	DENTAL PATIENT RECORDS Dental clinical records for patients served by the local health department.	a) Adult patients: Destroy in office 10 years from date of last service.* b) Pediatric patients: Destroy in office when individual reaches 30 years of age and has not received services within the last 10 years. If individual has received services within the last 10 years, follow disposition instructions for adult patients.* c) Deceased patients: Destroy in office 10 years from date of last service.	Authority/Retention: 21 NCAC 16T .0101

ITEM #	STANDARD 20: PATIENT CLINICAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
2.	<p>IMMUNIZATION CONSENT FORMS Consent forms completed by individuals receiving yearly influenza or other inoculations.</p>	<p>a) Transfer consent forms containing immunization information (dose details, etc.) to IMMUNIZATION RECORDS, page 36, item 3.</p> <p>b) Destroy in office remaining consent forms with HIPAA section after 6 years.</p> <p>c) Destroy in office remaining consent forms without HIPAA section after 3 years.</p>	Retention: 45 CFR 164.530(j)(2)
3.	<p>IMMUNIZATION RECORDS Immunization records for patients served by the local health department.</p>	<p>a) Destroy in office immunization records 1 year after entry in the North Carolina Immunization Registry (NCIR).</p> <p>b) Destroy in office immunization records not entered in the NCIR after patient's death and 10 years from date of last service, whichever is later.</p>	Authority: G.S. § 130A-153
4.	<p>MAMMOGRAMS</p>	<p>a) Destroy in office baseline and most recent mammogram 10 years from date of last service.*</p> <p>b) Destroy in office remaining records when superseded.*</p>	
5.	<p>PATIENT CLINICAL RECORDS Clinical records for all patients served by the local health department. Files includes both paper and electronic health records. Also includes x-rays and other diagnostic reports.</p> <p>See also SEXUALLY TRANSMITTED DISEASES (STD)/SEXUALLY TRANSMITTED INFECTIONS (STI) (CLINICAL) RECORDS, page 37, item 8, and TUBERCULOSIS (CLINICAL) RECORDS, page 38, item 9.</p>	<p>a) Adult patients: Destroy in office 10 years from date of last service.*</p> <p>b) Pediatric patients: Destroy in office when individual reaches 30 years of age and has not received services within the last 10 years. If individual has received services within the last 10 years, follow disposition instructions for adult patients.*</p> <p>c) Deceased patients: Destroy in office 10 years from date of last service.</p>	Retention: G.S. § 1-15

ITEM #	STANDARD 20: PATIENT CLINICAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6. 	PERINATAL HEPATITIS B PREVENTION REPORT PART I Records tracking the testing and vaccination status of newborns exposed to hepatitis B at birth.	a) Enter required information into the North Carolina Electronic Disease Surveillance System (NC EDSS) and the North Carolina Immunization Registry (NCIR). b) Destroy in office when individual reaches 30 years of age and has not received services within the last 10 years.*	Confidentiality: G.S. § 130A-143
7. 	PERINATAL HEPATITIS B PREVENTION REPORT PART II Records tracking the testing and vaccination status of contacts of pregnant females who have hepatitis B.	a) Enter required information into the North Carolina Electronic Disease Surveillance System (NC EDSS) and the North Carolina Immunization Registry (NCIR). b) Destroy in office 10 years from date of last service.	Confidentiality: G.S. § 130A-143
8. 	SEXUALLY TRANSMITTED DISEASES (STD)/SEXUALLY TRANSMITTED INFECTIONS (STI) (CLINICAL) RECORDS Clinical records of patients who receive services for sexually transmitted diseases/sexually transmitted infections, including HIV/AIDS.	Destroy in office 10 years after documented determination of cure or after death of patient.	Authority: NC DHHS, Sexually Transmitted Diseases Public Health Program Manual Confidentiality: G.S. § 130A-143

ITEM #	STANDARD 20: PATIENT CLINICAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9. 	TUBERCULOSIS (CLINICAL) RECORDS Clinical records for patients with tuberculosis (TB). File also includes summaries of treatment, x-rays, culture results, drug records, counseling, and other related records.	a) Negative test: Destroy in office after 1 year. b) TB infection (no disease): Retain interpretation of most recent x-ray films, TB drug record if treated, and HIV test results if tested for life of patient. Destroy x-ray films 10 years from date of last service. c) TB disease: Retain summary of treatment, most recent x-ray films including interpretations, TB drug record, HIV test results if tested, most recent mycobacterium TB culture result with susceptibilities, and hospital discharge summaries, if any, for life of patient. Destroy all but the most recent x-ray films 10 years from date of last service. d) When patient reaches 90 years of age or is deceased: Destroy records and x-ray films 10 years from date of last service.	Authority: NC DHHS, Tuberculosis Control Program Policy Manual Confidentiality: G.S. § 130A-143

STANDARD 21: PROGRAM OPERATIONAL RECORDS – PHARMACY RECORDS

Records created or received by pharmacies operating within local health departments. According to 21 NCAC 46 .2508, local health departments may create and maintain pharmacy records digitally, provided that the system can print pharmacy records, protects against unauthorized access to pharmacy records, and is backed up daily.

In accordance with G.S. § 131E-97, all medical records compiled and maintained by public health care facilities are confidential and exempt from public inspection as outlined in G.S. § 132-6. This exemption includes financial records concerning charges, accounts, and credit histories, and other personal financial records. Custodians also should be familiar with G.S. § 8-53 concerning confidentiality of communications between physicians and their patients.



Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

ITEM #	STANDARD 21: PHARMACY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>ADVERSE DRUG REACTION REPORTS Reports to the Food and Drug Administration describing adverse drug reactions.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 3 years.*</p>	
2.	<p>CONTROLLED SUBSTANCES RECORDS Records concerning ordering, receiving, dispensing, and transfer of schedule II, III, IV, and V controlled substances. File includes perpetual inventories, invoices, records of disposition of controlled substances prepared for patients but not used, records documenting controlled substances dispensed directly to patients, and controlled substances returned and credited.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 3 years.*</p>	<p>Authority: G.S. § 90, Article 5 21 NCAC 46 .1414 21 NCAC 46 .2502</p>

ITEM #	STANDARD 21: PHARMACY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.	<p>DRUG DISPOSAL RECORDS</p> <p>Records documenting the destruction, disposal, or final disposition of all outdated, improperly labeled, adulterated, damaged, or unwanted controlled and non-controlled substances, or drug containers with worn, illegible, or missing labels.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 3 years.*</p>	<p>Authority/Retention: 21 NCAC 46 .3001</p>
4.	<p>DRUG INVENTORIES</p> <p>Inventories of controlled and non-controlled substances and prepackaged drugs. File includes inventory reports, ancillary drug cabinet inventories, biennial and annual inventories, perpetual inventories, and similar records used to account for medication compounding and dispensing by pharmacies and locations outside the pharmacy.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 3 years.*</p>	<p>Authority/Retention: 21 NCAC 46 .1414 21 NCAC 46 .2513</p>
5.	<p>INTRAVENOUS HOOD PERFORMANCE REPORTS</p> <p>Records of tests conducted on intravenous hoods to ensure a sterile environment.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 5 years.*</p>	
6.	<p>MEDICATION ERRORS</p> <p>Records documenting the administration of an incorrect medication or dose. File includes pertinent chronological information, appropriate health care facility forms, and investigative reports including the identity of individual(s) responsible.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 3 years.*</p>	<p>Retention: G.S. § 90-85.26 21 NCAC 46 .1414</p>

ITEM #	STANDARD 21: PHARMACY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
7.	<p>MEDICATION STORAGE INSPECTION REPORTS Reports of medication storage areas inspected on a routine basis, including removal of expired or expiring medication.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 5 years.*</p>	
8.	<p>MEDICARE PART D PRESCRIPTION DRUG PROGRAM RECORDS Records needed to determine compliance with Part D contracts and regulations, such as copies of prescriptions, claims and purchase records, signature logs, and other related records.</p> <p>See also MEDICARE PART D PRESCRIPTION DRUG FINANCIAL RECORDS, page 15, item 10.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 10 years.*</p>	Retention: 42 CFR 423.505(e)(4)
9.	<p>PATIENT MEDICATION PROFILES Lists of all prescribed medications for each patient.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 3 years.*</p>	Authority/Retention: 21 NCAC 46 .1414

ITEM #	STANDARD 21: PHARMACY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
10.	<p>PHARMACY AUDIT RECORDS Records documenting periodic audits performed by the NC DHHS, Division of Medical Assistance.</p> <p>See also Local Government General Records Schedule, Standard 1, Audits: Performance.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 5 years.*</p>	
11.	<p>PHARMACY LICENSES AND PERMITS Licenses, permits, and application records submitted to the NC Board of Pharmacy.</p>	Destroy in office when superseded or obsolete.	Authority: G.S. § 90-85.21 21 NCAC 46 .1601
12.	<p>PHARMACEUTICAL PATIENT COUNSELING AND ASSESSMENT RECORDS Records involving the interpretation and evaluation of a patient's drug therapy or other pharmaceutical care services. File includes on-site drug and medication reviews, collected patient information, and documentation of refusals to receive counseling.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 3 years.*</p>	Authority/Retention: 21 NCAC 46 .2504
13.	<p>PRESCRIPTION DISPENSING AND FILLING RECORDS Records documenting the dispensing and filling of prescriptions. Records include dispensing date, quantity dispensed, pharmacist's name, and documentation of satisfaction of state requirements for drug selection. Also includes records of immunizations administered by the pharmacist.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 3 years.*</p>	Authority: 21 NCAC 46 .1414 21 NCAC 46 .2302 21 NCAC 46 .2303 21 NCAC 46 .2304 21 NCAC 46 .2507 21 NCAC 46 .2801

ITEM #	STANDARD 21: PHARMACY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
14. 	<p>PRESCRIPTION ORDERS</p> <p>Prescription orders and refills for controlled and non-controlled substances, other medications, or devices for each patient. File includes date of issuance; patient's name and address; medication name, strength, dosage form, quantity (as well as any refills or stop date), route of administration, and directions for use; and prescriber's name, address, and telephone number (and in the case of controlled substances, DEA number).</p> <p>See also MEDICARE PART D PRESCRIPTION DRUG PROGRAM RECORDS, page 41, item 8.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 3 years.*</p>	<p>Authority: G.S. § 90-85.26 21 NCAC 46 .1803 21 NCAC 46 .1806 21 NCAC 46 .1813 21 NCAC 46 .1816 21 NCAC 46 .2301</p> <p>Confidentiality: G.S. § 90-85.36</p> <p>Retention: 21 NCAC 46 .1414</p>
15. 	<p>QUALITY ASSURANCE PROGRAM RECORDS</p> <p>Records concerning the proceedings of a pharmacy quality assurance program as well as the records and materials it produces.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 3 years.*</p>	<p>Authority: G.S. § 90-85.47</p> <p>Confidentiality: G.S. § 90-85.47(d)</p>

STANDARD 22: PROGRAM OPERATIONAL RECORDS – RADIOLOGY RECORDS

Public health records concerning protection from sources of radiation used for medical radiology. Records are created or received in local health departments and used to manage and monitor federal, state, and local programs. These are not individual patient clinical records. Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

STANDARD 22: RADIOLOGY RECORDS			
ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>QUALITY CONTROL RECORDS Records concerning quality control for radiology programs. File includes surveys, instrument calibrations and quality control tests, leak tests, silver recovery records, quarterly source inventories, and other related records.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 3 years.*</p>	<p>Authority/Retention: 10A NCAC 15 .1643</p>

ITEM #	STANDARD 22: RADIOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
2.	<p>RADIATION AREA SURVEY RECORDS</p> <p>Area surveys conducted with radiation detection equipment.</p>	<p>a) Retain until termination of each pertinent license requiring the records: records of dosages from external sources used in assessments of individual dose equivalents; records of measurements of individual intakes of radioactive material used in assessments of internal doses; records of air sampling, surveys, and bioassays required pursuant to 10A NCAC 15 .1620(a); and records of measurements of releases of radioactive effluents to the environment. Upon termination, follow disposition instructions below.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>c) Destroy in office remaining records after 3 years.*</p>	<p>Authority/Retention: 10A NCAC 15 .1637</p>
3.	<p>RADIATION DOSES ADMINISTERED RECORDS</p> <p>Logs or similar records documenting the amount of radiation given to patients.</p>	<p>a) Retain until termination of each pertinent license or registration requiring the records. Upon termination, follow disposition instructions below.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>c) Destroy in office remaining records after 3 years.*</p>	<p>Authority: 10A NCAC 15 .1640</p>


ITEM #	STANDARD 22: RADIOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	<p>RADIATION EXPOSURE HISTORY RECORDS</p> <p>Records concerning radiation exposure levels of local health department staff. File includes film badge reports and other related records.</p>	<p>a) Destroy in office records on the agency form for recording occupational radiation dose history or equivalent when the agency terminates each pertinent license or registration requiring this record.</p> <p>b) Destroy in office after 3 years records used in preparing the agency form for recording occupational radiation dose history.</p>	<p>Authority/Retention: 10A NCAC 15 .1638</p>
5.	<p>RADIATION PROTECTION PROGRAM RECORDS</p> <p>Records and reports documenting inspections by state and federal agencies, consultants, and radiology providers. File includes audit reports, review evaluations, proof of corrective actions taken, and program content and implementation records.</p>	<p>a) Destroy in office records documenting the provisions of the radiation protection program when the agency terminates each pertinent license or registration requiring this record.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>c) Destroy in office remaining records after 3 years.*</p>	<p>Retention: 10A NCAC 15 .1636</p>
6.	<p>RADIOACTIVE MATERIALS RECEIPT AND DISPOSAL RECORDS</p> <p>Records and reports concerning the receipt, return, and disposal of radioactive materials. Records list date received and returned, condition of packages, wipe test results, trigger levels, dose rates, names of individuals performing inspections, and other related information.</p>	<p>a) Destroy in office records of the disposal of licensed radioactive materials when the agency terminates each pertinent license or registration requiring this record.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>c) Destroy in office remaining records after 3 years.*</p>	<p>Authority: 10A NCAC 15 .0115 10A NCAC 15 .0362 10A NCAC 15 .1642</p> <p>Retention: 10A NCAC 15 .0362 10A NCAC 15 .1642</p>


<i>ITEM #</i>	<i>STANDARD 22: RADIOLOGY RECORDS</i>		
	<i>RECORDS SERIES TITLE</i>	<i>DISPOSITION INSTRUCTIONS</i>	<i>CITATION</i>
7.	RADIOLOGICAL FILM SIGN-OUT RECORDS Records concerning the release of radiological films by a facility for review by another physician. Sign-out records list patient's name, type of film being released, where records were sent, date released, signature of person receiving exams, and other related information.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 3 years.*	
8.	RADIOLOGY EQUIPMENT REGISTRATION Registration information for radiology equipment.	Destroy in office upon final disposition of equipment.	Authority: 10A NCAC 15 .0200

STANDARD 23: PROGRAM OPERATIONAL RECORDS – SCHOOL HEALTH RECORDS

Records concerning health and behavioral support services provided by local health department nurses to students at area schools. Records are created or received in local health departments and used to manage and monitor federal, state, and local programs. Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.



ITEM #	STANDARD 23: SCHOOL HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>BEHAVIORAL HEALTH PROGRAM POLICY AND PROCEDURE RECORDS Policies and procedures documenting agency practices in implementing a behavioral health program.</p>	Retain in office permanently.	
2.	<p>BEHAVIORAL HEALTH SERVICES RECORDS Includes selective and indicative prevention service records for local health departments contracted to provide behavioral support services.</p>	Destroy in office when student reaches 30 years of age and has not received services within the last 10 years.*	
3.	<p>BEHAVIORAL REFERRAL RECORDS Records of screenings, consultations, and referrals from other agencies.</p>	<p>a) If student receives clinical services transfer to BEHAVIORAL HEALTH SERVICES RECORDS, page 48, item 2.</p> <p>b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after _____</p>	
4.	<p>CLIENT APPOINTMENT AND SCHEDULING RECORDS Logs and similar records used to document patient appointments.</p>	<p>Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____</p>	


ITEM #	STANDARD 23: SCHOOL HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5.	<p>SCHOOL HEALTH PROVIDER CONTRACTS</p> <p>Memorandums of agreement and contracts between local health departments and local education agencies outlining each party's responsibilities and duties.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 6 years.*</p>	<p>Authority: NC DHHS, School Health Program Manual</p>
6.	<p> SCHOOL HEALTH SCREENING RECORDS</p> <p>Records and logs documenting results of vision, blood pressure, hearing, dental, and other screenings conducted by school nurses.</p> <p>See also SCREENING AND REFERRAL RECORDS, page 8, item 20.</p>	<p>a) Transfer relevant information to Local Education Agency for retention with Local Education Agency's student records.</p> <p>b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions and student reaches 30 years of age.¹</p> <p>c) Destroy in office remaining records when student reaches 30 years of age.*</p>	<p>Authority: NC DHHS, School Health Program Manual</p> <p>Confidentiality: G.S. § 115C-402(e)</p>
7.	<p>SCHOOL HEALTH SERVICES REPORTS</p> <p>Reports listing school enrollments, health services provided by nurses, and similar statistical information. Files includes all reports filed with NC DHHS.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.¹</p> <p>b) Destroy in office remaining records after 6 years.*</p>	<p>Authority: NC DHHS, School Health Program Manual</p>


ITEM #	STANDARD 23: SCHOOL HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8. 	SCHOOL NURSE RECORDS Permanent health records and individual health and nursing records created by school nurse or other health care providers documenting encounters between school nurses and students. File includes narrative notes, forms and worksheets used and completed by nurses during school visits, and copies of medical records from outside providers.	a) Transfer relevant information to Local Education Agency for retention with Local Education Agency's student records. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions and student reaches 30 years of age. ¹ c) Destroy in office remaining records when student reaches 30 years of age.*	Authority: NC DHHS, School Health Program Manual Confidentiality: G.S. § 115C-402(e)

STANDARD 24: PROGRAM OPERATIONAL RECORDS – VITAL RECORDS

Public health records created or received in local health departments and used to manage and monitor vital records programs. These are not individual patient clinical records. Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4. Comply with applicable provisions of G.S. § 130A-93(b) regarding confidentiality of birth data.

ITEM #	STANDARD 24: VITAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1. 	<p>BIRTH AND DEATH RECORDS Copies of birth and death certificates.</p> <p>See also BIRTHS AND INDEX, page 51, item 2, and DEATHS AND INDEX, page 52, item 4.</p>	Destroy in office within 2 years.	<p>Authority: G.S. § 130A, Article 4</p> <p>Confidentiality: G.S. § 130A-93(b)</p> <p>Retention: G.S. § 130A-97(5)</p>
2. 	<p>BIRTHS AND INDEX Official copies of birth certificates deposited with the Register of Deeds by the local health department. Original records are filed with NC DHHS, Division of Public Health, Vital Records.</p> <p><i>Note: County Register of Deeds Office may keep official record.</i></p> <p>See also BIRTH AND DEATH RECORDS, page 51, item 1.</p>	<p>a) Transfer original birth certificates to North Carolina Vital Records.</p> <p>b) Transfer official copies to county Register of Deeds.</p> <p>c) Records and indexes that have been transcribed or otherwise duplicated may be destroyed in office upon State Archives approval.</p>	<p>Authority: G.S. § 130A, Article 4</p> <p>Confidentiality: G.S. § 130A-93(b)</p>


ITEM #	STANDARD 24: VITAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.	BURIAL TRANSIT PERMITS	Destroy in office after 1 year.	Authority: G.S. § 130A-113
4.	<p>DEATHS AND INDEX</p> <p>Official copies of death certificates deposited with the Register of Deeds by the local health department. Original records are filed with NC DHHS, Division of Public Health, Vital Records.</p> <p><i>Note: County Register of Deeds Office may keep official record.</i></p> <p>See also BIRTH AND DEATH RECORDS, page 51, item 1.</p>	<p>a) Transfer original death certificates to North Carolina Vital Records.</p> <p>b) Transfer official copies to county Register of Deeds.</p> <p>c) Records and indexes that have been transcribed or otherwise duplicated may be destroyed in office upon State Archives approval.</p>	Authority: G.S. § 130A, Article 4
5.	<p> DELAYED BIRTH APPLICATION RECORDS</p> <p>Applications and other records submitted as evidence in support of a delayed registration of birth. Copies are filed with NC DHHS, Division of Public Health, Vital Records.</p> <p><i>Note: County Register of Deeds Office may keep official record.</i></p> <p>See also BIRTHS AND INDEX, page 51, item 2.</p>	<p>a) Destroy in office after 1 year applications and supporting documentation for a non-completed registration.</p> <p>b) Destroy in office after 1 year applications and supporting documentation for a completed registration (certificate was approved).</p>	Authority: G.S. § 130A, Article 4 Confidentiality: G.S. § 130A-93(b)


ITEM #	STANDARD 24: VITAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6. 	<p>DELAYED BIRTHS AND INDEX</p> <p>Official copies of certificates registering the birth of a person born in this state, but not registered within one year after birth. Original records are filed with NC DHHS, Division of Public Health, Vital Records.</p> <p><i>Note: County Register of Deeds Office may keep official record.</i></p> <p>See also BIRTHS AND INDEX, page 51, item 2.</p>	<p>a) Transfer original delayed certificates of birth to North Carolina Vital Records.</p> <p>b) Transfer official copies to county Register of Deeds.</p> <p>c) Records and indexes that have been transcribed or otherwise duplicated may be destroyed in office upon State Archives approval.</p>	<p>Authority: G.S. § 130A, Article 4 10A NCAC 41H .0403-.0406 10A NCAC 46 .0215</p> <p>Confidentiality: G.S. § 130A-93(b)</p>
7.	<p>DISINTERMENT/REINTERMENT PERMITS</p>	<p>Transfer permits after 5 years for permanent retention to: Records Description Unit Government Records Section NC Department of Natural and Cultural Resources 4615 Mail Service Center Raleigh, NC 27699-4615</p>	<p>Authority: 10A NCAC 41H .0505</p>
8.	<p>NOTIFICATION OF DEATH</p> <p>See also DEATHS AND INDEX, page 52, item 4.</p>	<p>Destroy in office 1 year after death certificate is filed.</p>	<p>Authority: G.S. § 130A-112</p>
9.	<p>VITAL RECORD AMENDMENTS</p> <p>Records submitted as evidence to amend, correct, or replace a birth or death certificate issued by North Carolina Vital Records. Original records are filed with NC DHHS, Division of Public Health, Vital Records.</p>	<p>a) Destroy in office 1 year after amendment and/or correction was approved, or after request was denied or withdrawn.</p> <p>b) Return to North Carolina Vital Records copies of certificates involving adoptions, legitimations, or other registrants when a new certificate is received.</p>	<p>Authority: G.S. § 130A, Article 4 10A NCAC 41H .0900</p>

ITEM #	STANDARD 24: VITAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
10.	VITAL RECORD APPLICATIONS FOR CERTIFIED COPIES Application forms completed by persons seeking certified copies of birth, death, or marriage certificates.	a) Destroy in office 1 year from date of request if copies are issued and/or received by requestor. b) Destroy in office 3 years from date of request if copies are not issued and/or received by requestor.	Authority: G.S. § 130A, Article 4
11.	VITAL RECORDS PROGRAM EDUCATIONAL RECORDS Records documenting vital records education services administered by local health department for local registration personnel, hospital administrators, and their medical records personnel, funeral directors, medical examiners, and others involved in the registration system.	a) Retain records with historical value permanently. b) Destroy in office remaining records when reference value ends. † Agency Policy: Destroy in office after _____	

STANDARD 25: PROGRAM OPERATIONAL RECORDS – WOMEN, INFANTS, AND CHILDREN (WIC) RECORDS

Public health records created or received in local health departments and used to manage and monitor the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) funded by the U.S. Department of Agriculture. These are not individual patient clinical records (see **PATIENT CLINICAL RECORDS**, page 36, item 5). Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4. The Crossroads WIC System is considered the system of record, so reports produced out of it are reference copies; see Local Government General Records Schedule, Standard 1, Reference (Reading) File.

ITEM #	STANDARD 25: WOMEN, INFANTS, AND CHILDREN (WIC) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>VOTER REGISTRATION RECORDS</p> <p>Voter registration preference forms, NC voter registration applications, and agency transmittal forms.</p>	<p>a) Transmit original records to county board of elections within 5 business days of obtaining registration preference form.</p> <p>b) Destroy in office copies of voter registration preference forms and agency transmittal forms after 4 years.</p>	<p>Authority: 52 U.S.C. § 20506</p>
2.	<p> WIC CROSSROADS RECORDS</p> <p>Records documenting the administration of local WIC programs. File includes administrative, operational, financial, participant, self-assessment, and state monitoring records. Records created and maintained in NC DHHS, Division of Public Health North Carolina (NC) Crossroads WIC System.</p>	<p>All documentation uploaded into the NC DHHS, Division of Public Health, Crossroads WIC System can be destroyed in office after quality control procedures have been completed.</p>	<p>Authority: 7 CFR 246.25</p> <p>Confidentiality: 7 CFR 246.26</p>

ITEM #	STANDARD 25: WOMEN, INFANTS, AND CHILDREN (WIC) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3. 	WIC LOCAL RECORDS Records concerning the WIC program that are maintained in office and not uploaded into the Crossroads WIC System. File includes any locally-required documentation such as participant waivers. File also includes vendor applications, monitoring reports, training verification, etc. necessary for administrative reviews.	Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹	Authority: 7 CFR 246.25 Confidentiality: 7 CFR 246.26

DESTRUCTION OF PUBLIC RECORDS

Q. When can I destroy records?

- A.** Each records series listed on this schedule has specific disposition instructions that indicate how long the series must be kept in your office. In some cases, the disposition instructions are “Retain in office permanently,” which means that those records must be kept in your offices forever.
-

Q. How do I destroy records?

- A.** After your agency has approved this records retention and disposition schedule, records should be destroyed in one of the following ways:
- 1) burned, unless prohibited by local ordinance;
 - 2) shredded, or torn so as to destroy the record content of the documents or material concerned;
 - 3) placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned;
 - 4) sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

The provision that electronic records are to be destroyed means that the data, metadata, and physical media are to be overwritten, deleted, and unlinked so that the data and metadata may not be practicably reconstructed.

The data, metadata, and physical media containing confidential records of any format are to be destroyed in such a manner that the information cannot be read or reconstructed under any means.

— N.C. Administrative Code, Title 7, Chapter 4, Subchapter M, Section .0510

Without your agency’s approval of this records schedule, no records may legally be destroyed.

Q. How can I destroy records if they are not listed on this schedule?

- A.** Contact a Records Management Analyst. An analyst will discuss the nature of the records with you to determine if the records have historical value. If the records do have historical value, we will discuss the possibility of transferring the records to the State Archives of North Carolina to be preserved permanently.

If the records do not have historical value, we will ask you to complete a Request for Disposal of Unscheduled Records (page 66) if the records are no longer being created. If the records are an active records series, an analyst will help you develop an amendment to this schedule so that you can destroy the records appropriately from this point forward.

Q. Am I required to tell anyone about the destructions?

- A.** We recommend that you report on your records retention activities to your governing board on an annual basis. This report does not need to be detailed, but it is important that significant destructions be entered into the minutes of the Board. See a sample destructions log that follows (and is available online at the State Archives of North Carolina website, <https://archives.ncdcr.gov/government/forms-government>).

Destructions Log

Agency			
Division		Section	Branch
Location(s) of Records			

Records Series	Required Retention	Date Range	Volume (file drawers or MB)	Media (Paper, Electronic)		Date of Destruction	Method of Destruction	Authorization for Destruction
				P	E			

ELECTRONIC RECORDS: E-MAIL, BORN-DIGITAL RECORDS, AND DIGITAL IMAGING

Q. When can I delete my e-mail?

A. E-mail is a public record as defined by G.S. § 121-5 and G.S. § 132. Electronic mail is as much a record as any paper record and must be treated in the same manner. **It is the content of each message that is important.** If a particular message would have been filed as a paper memo, it should still be filed (either in your e-mail program or in your regular directory structure), and it should be retained the same length of time as its paper counterparts. **It is inappropriate to destroy e-mail simply because storage limits have been reached.** Some examples of e-mail messages that are public records and therefore covered by this policy include:

- Policies or directives;
- Final drafts of reports and recommendations;
- Correspondence and memoranda related to official business;
- Work schedules and assignments;
- Meeting agendas or minutes
- Any document or message that initiates, facilitates, authorizes, or completes a business transaction; and
- Messages that create a precedent, such as issuing instructions and advice.

*From the Department of Cultural Resources E-Mail Policy (Revised July 2009),
available at the State Archives of North Carolina website*

Other publications (available online at the [State Archives of North Carolina website](#)) that will be particularly helpful in managing your e-mail include tutorials on managing e-mail as a public record and on using Microsoft Exchange.

Q. May I print my e-mail to file it?

A. We do not recommend printing e-mail for preservation purposes. Important metadata are lost when e-mail is printed.

Q. I use my personal e-mail account for work. No one can see my personal e-mail, right?

A. The best practice is to avoid using personal resources, including private e-mail accounts, for public business. G.S. § 132-1 states that records “made or received pursuant to law or ordinance *in connection with the transaction of public business* by any agency of North Carolina government or its subdivisions” are public records (emphasis added). The fact that public records reside in a personal e-mail account is irrelevant.

Q. We have an imaging system. Are we required to keep the paper?

A. You may scan any record, but you will need to receive approval from the Government Records Section in order to destroy paper originals that have been digitized. Your agency must develop an electronic records policy and then submit a Request for Disposal of Original Records Duplicated by Electronic Means. You can find these templates in the Digital Imaging section of the State Archives of North Carolina website (<https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines#digital-imaging>). Contact a Records Management Analyst for further instructions on how to develop a compliant electronic records policy.

Permanent records must have a security preservation copy as defined by State Archives of North Carolina’s **Human-Readable Preservation Duplicate Policy** (G.S. § 132-8.2):

Preservation duplicates shall be durable, accurate, complete and clear, and such duplicates made by a photographic, photo static, microfilm, micro card, miniature photographic, or other process which accurately reproduces and forms a durable medium for so reproducing the original shall have the same force and effect for all purposes as the original record whether the original record is in existence or not. ... Such preservation duplicates shall be preserved in the place and manner of safekeeping prescribed by the Department of Natural and Cultural Resources.

The preservation duplicate of permanent records must be either on paper or microfilm.

Non-permanent records may be retained in any format. You will need to take precautions with electronic records that you must keep more than about 5 years. Computer systems do not have long life cycles. Each time you change computer systems, you must convert all records to the new system so that you can assure their preservation and provide access.

Q. Computer storage is cheap. Can I just keep my computer records permanently?

- A.** The best practice is to destroy all records that have met their retention requirements, regardless of format.

Q. What are the guidelines regarding the creation and handling of electronic public records?

- A.** There are numerous documents available on the State Archives of North Carolina website (<https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines>). Topics covered include shared storage, cloud computing, e-discovery, trustworthy digital public records, digital signatures, e-mail, social media, text messages, websites, digital imaging, metadata, file formats, database indexing, and security backups.

Note that e-mail, text messages, and social media should be handled according to their content. Therefore, this schedule does not include a records series that instructs you on how to handle one of these born-digital records by format; instead of focusing on how the information is disseminated, consider what content is contained in the e-mail, text message, or social media post. For instance, an e-mail requesting leave that is sent to a supervisor should be kept for 1 year (see Local Government Agencies General Records Schedule, Standard 6: Leave Records).

MICROFILM

Q. Why do you still use microfilm?

A. Microfilm is a legally acceptable replacement for original records, as outlined in G.S. § 8-45.1 and § 153A-436. Microfilm can be read with nothing more sophisticated than a magnifying glass, and there is no software to keep current. Usually, deterioration in the film itself can be detected by visual inspection. The State Archives of North Carolina provides a publication, *Micrographics: Technical and Legal Procedures*, on our website. It explains the four groups of national standards for the production of archival quality microfilm:

- manufacture of raw film
- filming methods
- processing (developing) film
- storage methods

That publication also provides sample forms, targets, and procedures that you or your vendor can use in producing film of your records.

Q. What film services do you provide?

A. The Department of Natural and Cultural Resources provides microfilming services for minutes of major decision-making boards and commissions. We will also film records of adoptions for Social Services agencies. Once those records are filmed, we will store the silver negative (original) in our security vault. Contact the Records Management Analyst in charge of microfilm coordination for the most current information.

Q. How do I get my minutes filmed?

A. We have two processes to film minutes. First, you can send photocopies of your approved minutes to us in the mail. Simply include a copy of the **Certification of the Preparation of Minutes for Microfilming** form (available online at the [State Archives of North Carolina website](#)) with each shipment. For more detailed instructions, contact a Records Management Analyst.

Alternately, you can bring us your original books. We will film them and return them to you. This process is most useful when you have more minutes to film than you are willing to photocopy. It is important to remember that a representative of your office or ours must transport the original books in person so that the custody of the records is maintained. You should not mail or ship your original minutes. Call a Records Management Analyst to make arrangements for an appointment for your books to be filmed. We will make every effort to expedite the filming so that your books will be returned to you as quickly as possible.

Q. What if I need my books while they are being filmed?

A. Call the Raleigh Office at (919) 814-6900, and ask for the Records Management Analyst in charge of microfilm coordination.

Q. Can I send you my minutes electronically?

A. We are working on standards and procedures for an electronic transfer system for minutes. Please contact the Records Management Analyst in charge of microfilm coordination for more information.

Q. I have some old minutes that are not signed. Can they still be filmed?

A. If the only copy you have available is unsigned, and you use it as the official copy, we will film it.

Q. What if my books are destroyed after they have been filmed?

- A.** Call a Records Management Analyst who will help you make arrangements to purchase copies of the microfilm from our office. You can then send those reels to a vendor who can either make new printed books or scan the film to create a digital copy.

DISASTER ASSISTANCE

Q. What should I do in case of fire or flood?

- A.** Secure the area, and keep everyone out until fire or other safety professionals allow entry. Then, call our Raleigh office at (919) 814-6903 for the Head of the Government Records Section or (919) 814-6849 for the Head of the Collections Management Branch. If you're in the western part of the state, call our Asheville Office at (828) 296-7230 extension 224. On nights and weekends, call your local emergency management office.

DO NOT ATTEMPT TO MOVE OR CLEAN ANY RECORDS.

Damaged records are extremely fragile and require careful handling. Our staff are trained in preliminary recovery techniques, documenting damage to your records, and authorizing destruction of damaged records. Professional vendors can handle larger disasters.

Q. What help do you give in case of an emergency?

- A.** We will do everything we can to visit you at the earliest opportunity in order to provide hands-on assistance. We can assist you in appraising the records that have been damaged so that precious resources (and especially time) are not spent on records with lesser value. We can provide lists of professional recovery vendors that you can contact to preserve your essential and permanent records.
-

Q. What can I do to prepare for an emergency?

- A.** We provide training on disaster preparation that includes a discussion of the roles of proper inventories, staff training, and advance contracts with recovery vendors. If you would like to have this workshop presented, call a Records Management Analyst.
-

Q. What are essential records?

- A.** Essential records are records that are necessary for continuity of operations in the event of a disaster. There are two common categories of records that are considered essential:
- **Emergency operating records** – including emergency plans and directives, orders of succession, delegations of authority, staffing assignments, selected program records needed to continue the most critical agency operations, as well as related policy or procedural records.
 - **Legal and financial rights records** – these protect the legal and financial rights of the Government and of the individuals directly affected by its activities. Examples include accounts receivable records, Social Security records, payroll records, retirement records, and insurance records. These records were formerly defined as “rights-and-interests” records.

Essential records should be stored in safe, secure locations as well as duplicated and stored off-site, if possible.

STAFF TRAINING

Q. What types of workshops or training do you offer?

- A.** We have a group of prepared workshops that we can offer at any time at various locations throughout the state. Contact a Records Management Analyst if you are interested in having one of the workshops presented to your agency. We will work with you directly to develop training suited to your specific needs. Our basic workshops are:
- Managing public records in North Carolina
 - Scanning/digital imaging
 - Disaster preparedness and recovery
 - Confidentiality
 - Organizing paper and digital files
 - E-mail
 - Digital communications
-

Q. Will you design a workshop especially for our office?

- A.** Yes, we will. Let a Records Management Analyst know what type of training you need.
-

Q. Are workshops offered only in Raleigh?

- A.** No, we will come to your offices to present the workshops you need. We have no minimum audience requirement. We will also do presentations for professional associations, regional consortiums, and the public.
-

Q. Is there a fee for workshops?

- A.** Not at this time.
-

Q. Are the workshops available in an online format?

- A.** Not at this time. However, there are several online tutorials available on the State Archives of North Carolina website, including managing public records, electronic records, and scanning.

Request for Change in Local Government Records Schedule

Use this form to request a change in the records retention and disposition schedule governing the records of your agency. Submit the signed original and keep a copy for your file. A proposed amendment will be prepared and submitted to the appropriate state and local officials for their approval and signature. Copies of the signed amendment will be sent to you for insertion in your copy of the schedule.

AGENCY INFORMATION

Requestor name

Location and Agency [e.g., County/Municipality + Department of Social Services]

Phone and email

Mailing Address

CHANGE REQUESTED

Specify title and edition of records retention schedule being used: _____

Add a new item

Delete an existing item

Standard Number _____ Page _____ Item Number _

Change a retention period

Standard Number _____ Page _____ Item Number _

Title of Records Series in Schedule or Proposed Title:

Inclusive Dates of Records:

Proposed Retention Period:

Description of Records:

Justification for Change:

Requested by:

Signature

Title

Date

Approved by:

Signature

Requestor's Supervisor

Date

Request for Disposal of Unscheduled Records

AGENCY INFORMATION

Requestor name

Location and Agency [e.g., County/Municipality + Department of Social Services]

Phone and email

Mailing Address

In accordance with the provisions of G.S. § 121 and § 132, approval is requested for the destruction of records listed below. These records have no further use or value for official administrative, fiscal, historical, or legal purposes.

RECORDS TITLE AND DESCRIPTION	INCLUSIVE DATES	QUANTITY	RELEVANT STATUTORY REGULATIONS	PROPOSED RETENTION PERIOD

Requested by:

Signature _____ Title _____ Date _____

Approved by:

Signature _____ Requestor's Supervisor _____ Date _____

Concurred by:

Signature _____ Assistant Records Administrator _____ Date _____
State Archives of North Carolina

Request for Disposal of Original Records Duplicated by Electronic Means

If you have questions, call (919) 814-6900 and ask for a Records Management Analyst.

This form is used to request approval from the Department of Natural and Cultural Resources to dispose of non-permanent paper records that have been scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to a digital environment. This form does not apply to records that have been microfilmed or photocopied or to records with a permanent retention.

Agency Contact Name:		Date (MM-DD-YYYY):
Phone (area code):	Email:	
County/Municipality:	Office:	
Mailing address:		

Records Series Title <small>A group of records as listed in records retention schedule</small>	Description of Records <small>Specific records as referred to in-office</small>	Inclusive Dates <small>(1987-1989; 2005-present)</small>	Approx. Volume of Records <small>(e.g. "1 file cabinet," "5 boxes")</small>	Retention Period <small>As listed in records retention schedule</small>

Requested by: _____

Signature
Title
Date

Approved by: _____

Signature
Requestor's Supervisor
Date

Concurred by: _____

Signature
Assistant Records Administrator
State Archives of North Carolina
Date

File Plan

Agency				
Division		Section		Branch

Records Series	Records Creator	Records Owner <small>(if record copy is transferred within the agency)</small>	Media <small>(Paper, Electronic, Scanned)</small>			Required Retention	Location(s) of Records
			P	E	S		

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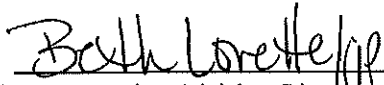
X-RAYS. SEE PATIENT CLINICAL RECORDS

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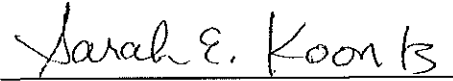
YEARLY DRUG INVENTORY. SEE DRUG INVENTORIES

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED



~~Beth Lorette~~
Beth Lorette, Division Director (Acting)
DHHS, Division of Public Health

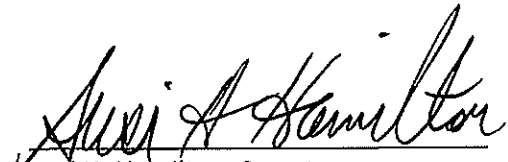


Sarah E. Koonts, Director
Division of Archives and Records

APPROVED



Mandy K. Cohen, MD, MPH, Secretary
Department of Health and Human Services



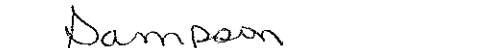
Susi H. Hamilton, Secretary
Department of Natural and Cultural
Resources

ACKNOWLEDGED (AGREED TO COMPLY)



Local Health Director

Chair, Local Board of Health or Board of
County Commissioners



County

March 1, 2019

SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson
Health Director



360 County Complex Road, Suite 200
Clinton NC 28328

To: Mr. Edwin Causey
County Manager

Susan Holder
Assistant County Manager

From: Wanda Robinson (WR)
Health Director

Subject: Consent Agenda items

Date: May 21, 2019

Attached are the items that have been approved by the advisory committee on May 20th, 2019.
Requesting approval from the county commissioners:

- A. 2019 Fee Schedule
- B. * Record Retention and Disposition Schedule-General
- C. * Records Retention and Disposition Schedule for local health departments

Your assistance is much appreciated.

*Requires Commissioner Chair's signature on accompanying forms.

Attachments

HEALTH DEPARTMENT FEES FY 19-20

LabCorp Test Code	CPT Cods	Modifier	DESCRIPTIONS	CHARGES	DATE REVISED
	11200		Removal Skin Tags	\$198.00	6/12/2017
	11976		Nexplanon Removal w/o Insertion	\$328.00	7/1/2019
	11981		Nexplanon Device Insertion	\$290.00	7/1/2019
	11982		Nexplanon Device Removal	\$319.00	7/1/2019
	11983		Nexplanon Device Removal with Insertion	\$518.00	7/1/2019
	17110		Wart/Other Non-skin Tag Lesion Destruction	\$125.00	9/12/2016
	36415		Venipuncture Collection	\$10.00	7/1/2013
	36415	NC	Venipuncture Collection	\$0.00	6/12/2017
	58300		IUD Insertion	\$174.00	7/1/2019
	58300		IUD Insertion	\$150.00	7/1/2013
	58301		IUD Removal	\$150.00	7/1/2013
	59025		Fetal Non Stress Test	\$119.00	7/1/2019
	59025	TC	Fetal Non Stress Test	\$28.00	7/1/2019
	59425		Antepartum Care 4-6 Visits (MH Global billing)	\$708.00	7/1/2019
	59426		Antepartum Care 7 or More Visits (MH Global billing)	\$925.00	9/12/2016
	59430		Postpartum Care Only	\$200.00	9/2/2016
	69200		Foreign Body Removal External Ear	\$167.00	9/12/2016
	69209	EP	Foreign Body removal using irrigation/lavage	\$31.00	7/1/2019
	69209	NC	Foreign Body removal using irrigation/lavage	\$0.00	7/1/2019
	69210		Removal Impacted Cerumen	\$70.00	9/12/2016
	80061	QW	Lipid Panel(in house)	\$20.00	7/1/2019
303756	80061	90	Lipid Panel - LAB CORP	\$49.00	7/1/2019
	80061	90-NC	Lipid Panel - LAB CORP	\$0.00	6/12/2017
322744	80074	90	Acute Hepatic Panel - LAB CORP	\$191.00	7/1/2019
322744	80074	90-NC	Acute Hepatic Panel - LAB CORP	\$0.00	7/1/2019
799007	80307	90	Drug Screen - LAB CORP	\$20.00	7/1/2019
	81003	QW	Urinalysis w/o Microscopy	\$22.00	7/1/2019
	81025		Urine Pregnancy Test	\$20.00	7/1/2013
	81025	NC	Urine Pregnancy Test	\$0.00	6/12/2017
017319	81511	90	Quad Screen - LAB CORP	\$73.00	7/1/2019
	82120	QW	Amine Vaginal Fluid	\$12.00	7/1/2019
	82120	NC	Amine Vaginal Fluid	\$0.00	6/12/2017
010330	82239	90	Bile Acids - LAB CORP	\$85.00	7/1/2019
001503	82607	90	Vitamin B-12- LAB CORP	\$25.00	7/1/2019
004515	82670	90	Estradiol - LAB CORP	\$91.00	7/1/2019
004614	82677	90	Estriol - LAB CORP	\$132.00	7/1/2019
004598	82728	90	Ferritin - LAB CORP	\$8.00	7/1/2019
	82947	QW	Glucose Random/Fasting	\$26.00	7/1/2019
	82947	QW NC	Glucose Random/Fasting	\$0.00	6/12/2017
	82950	QW	Glucose 1 Hr Screen	\$30.00	7/1/2019
	82951	QW	Glucose Tolerance Test (GTT) 3 Hr	\$77.00	7/1/2019
	83001	90	Gonadotropin (FSH) - LAB CORP	\$55.00	7/1/2109
	83020	90	Sickle Cell Screen	N/C	7/1/2013
	83036	QW	A1C Hemoglobin Glycosated (In-house)	\$57.00	7/1/2019
	83036	QW NC	A1C Hemoglobin Glycosated (In-house)	\$0.00	6/12/2017
	83036	90	A1C Hemoglobin Glycosated - LAB CORP	\$12.00	7/1/2019
	83036	90 NC	A1C Hemoglobin Glycosated - LAB CORP	\$0.00	6/12/2017
001339	83540	90	Iron - LAB CORP	\$17.00	7/1/2019
	83540	90-NC	Iron - LAB CORP	\$0.00	6/12/2017
007625	83655	90	Lead, Blood - LAB CORP	\$11.00	9/12/2016
	83655	90-NC	Lead, Blood - LAB CORP/STATE LAB	\$0.00	6/12/2017
	83986	QW	Vaginal pH	\$19.00	7/1/2019
001040	84520	90	BUN - LAB CORP	\$17.00	7/1/2019
003418	84560	90	Uric Acid, 24 hr Urine - LAB CORP	\$19.00	7/1/2019

HEALTH DEPARTMENT FEES FY 19-20

LabCorp Test Code	CPT Cods	Modifier	DESCRIPTIONS	CHARGES	DATE REVISED
004416	84702	90	HCG Serum Quantitative - LAB CORP	\$15.00	7/1/2019
004416	84702	90-NC	HCG Serum Quantitative - LAB CORP	\$0.00	7/1/2019
	85018	QW	Hemoglobin	\$22.00	7/1/2019
005009	85025	90	CBC with Differential Count- LAB CORP	\$4.00	7/1/2019
005009	85025	90-NC	CBC with Differential Count- LAB CORP	\$0.00	7/1/2019
005249	85049	90	Platelet Count - LAB CORP	\$16.00	7/1/2019
005199	85610	90	Prothrombin Time (PT) - LAB CORP	\$19.00	7/1/2019
	86580		Tuberculin Intradermal Test	\$23.00	7/1/2019
	86580	NC	Tuberculin Intradermal Test	\$0.00	6/12/2017
006072	86592	90	Syphilis Screen Qualitative (RPR) - LAB CORP	\$18.00	7/1/2019
006072	86592	90-NC	Syphilis Screen Qualitative (RPR) - LAB CORP	\$0.00	7/1/2019
006197	86762	90	Rubella Antibodies, IgG - LAB CORP	\$35.00	7/1/209
096206	86767	90	Varicella-Zoster V Ab, IgG - LBA CORP	\$18.00	7/1/2019
006015	86850	90	Antibody Screen TB or Other - LAB CORP	\$34.00	7/1/2019
006015	86850	90-NC	Antibody Screen TB or Other - LAB CORP	\$0.00	7/1/2019
006049	86900	90	ABO Blood Typing - LAB CORP	\$15.00	7/1/2019
006049	86900	90-NC	ABO Blood Typing - LAB CORP	\$0.00	7/1/2019
006064	86901	90	RH Factor Blood Typing- Rh (D) - LAB CORP	\$19.00	7/1/2019
006064	86901	90-NC	RH Factor Blood Typing- Rh (D) - LAB CORP	\$0.00	7/1/2019
	87070		Gonorrhea Culture	\$52.00	7/1/2019
	87070	NC	Gonorrhea Culture	\$0.00	6/12/2017
188130	87081	90	Group B Culture - LAB CORP	\$31.00	7/1/2019
188130	87081	90-NC	Group B Culture - LAB CORP	\$0.00	7/1/2019
	87086	90	Urine Culture w/Colony Count- LAB CORP	\$9.50	7/1/2013
	87086	90-NC	Urine Culture w/Colony Count- LAB CORP	\$0.00	6/12/2017
	87205		Gram Stain Smear	\$28.00	7/1/2019
	87205	NC	Gram Stain Smear	\$0.00	6/12/2017
	87210		Wet Mount	\$12.00	7/1/2019
008573	87252	90	Herpes Viral Culture- LAB CORP	\$299.00	7/1/2019
008573	87252	90-NC	Herpes Viral Culture- LAB CORP	\$0.00	7/1/2019
083935	87389	90	HIV-1 and HIV-2 - LBA CORP	\$175.00	7/1/2019
083935	87389	90-NC	HIV-1 and HIV-2 - LBA CORP	\$0.00	7/1/2019
183194	87491	90	Chlamydia-NAAT Probe- LAB CORP	\$52.00	7/1/2019
183194	87491	90-NC	Chlamydia-NAAT Probe- LAB CORP	\$0.00	7/1/2019
188086	87591	90	Gonorrhea NAAT Probe- LAB CORP	\$30.00	7/1/2019
188086	87591	90-NC	Gonorrhea NAAT Probe- LAB CORP	\$0.00	7/1/2019
507301	87624	90	HPV -High Risk Types Screen - LAB CORP	\$44.00	7/1/2019
507301	87624	90-NC	HPV -High Risk Types Screen - LAB CORP	\$0.00	7/1/2019
	88141	90	Cytopathy, c/v, interpretation by MD- LAB CORP	\$18.00	7/1/2019
	88141	90-NC	Cytopathy, c/v, interpretation by MD- LAB CORP	\$0.00	7/1/2019
	90471		Vaccine Administration (1 dose)	\$25.00	7/1/2019
	90471	NC	Vaccine Administration (1 dose)	\$0.00	6/12/2017
	90472		Vaccine Administration (2 dose)	\$20.00	7/1/2015
	90472	NC	Vaccine Administration (2 dose)	\$0.00	6/12/2017
	90473		Vaccine Adm. -intranasal or oral	\$25.00	9/12/2016
	90473	NC	Vaccine Adm. -intranasal or oral	\$0.00	6/12/2017
	90474		Vaccine Adm.-intranasal or oral, each additional	\$25.00	9/12/2016
	90474	NC	Vaccine Adm.-intranasal or oral, each additional	\$0.00	6/12/2017
	90632		Hepatitis A Adult	\$102.00	7/1/2019
	90633		Hepatitis A (12mos - 18 yrs.)	\$48.00	7/1/2019
	90633	SL	Hepatitis A (12mos - 18 yrs.)	\$0.00	6/12/2017
	90636		Twinrix (Hepatitis A & B)	\$152.00	7/1/2019
	90636	SL	Twinrix (Hepatitis A & B)	\$0.00	6/12/2017
	90647	SL	HIB PedvaxHIB (3dose)	\$0.00	6/12/2017

HEALTH DEPARTMENT FEES FY 19-20

LabCorp Test Code	CPT Cods	Modifier	DESCRIPTIONS	CHARGES	DATE REVISED
	90647		HIB PedvaxHIB (3dose)	\$40.00	7/1/2019
	90648	SL	ActHib	\$0.00	6/12/2017
	90648		ActHib	\$44.00	7/1/2019
	90649		Gardasil 9	\$245.00	7/1/2019
	90649	SL	Gardasil 9	\$0.00	6/12/2017
	90670		Pneumococcal 13-Valent Prevnar 13	\$270.00	7/1/2019
	90670	SL	Pneumococcal 13-Valent Prevnar 13	\$0.00	6/12/2017
	90675		Rabies Vaccine (Intramuscular)	\$506.00	7/1/2019
	90675	NC	Rabies Vaccine (Intramuscular)	\$0.00	6/12/2017
	90680		Roteq - 3 dose	\$103.00	7/1/2019
	90685		Quadrivalent - flu (6-35 months PF prefilled syringe)	\$35.00	7/1/2019
	90685	SL	Quadrivalent - flu (6-35 months PF prefilled syringe)	\$0.00	6/12/2017
	90686		Quadrivalent - flu (6months and older PF prefilled syringe)	\$26.00	7/1/2019
	90686	SL	Quadrivalent - flu (6months and older PF prefilled syringe)	\$0.00	6/12/2017
	90687		Quadrivalent - flu (6-35 months PF multi dose vial)	\$21.00	7/1/2019
	90687	SL	Quadrivalent - flu (6-35 months PF multi dose vial)	\$0.00	6/12/2017
	90688		Quadrivalent - flu (6-months and older PF multi dose vial)	\$24.00	7/1/2019
	90688	SL	Quadrivalent - flu (6-months and older PF multi dose vial)	\$0.00	6/12/2017
	90696		Kinrix vaccine	\$76.00	7/1/2019
	90696	SL	Kinrix vaccine	\$0.00	6/12/2017
	90698		Pentacel vaccine	\$138.00	7/1/2019
	90698	SL	Pentacel vaccine	\$0.00	6/12/2017
	90700		DTaP	\$36.00	7/1/2019
	90700	SL	DTaP	\$0.00	6/12/2017
	90702		DT Pediatric	\$78.00	7/1/2019
	90702	SL	DT Pediatric	\$0.00	6/12/2017
	90707		Measles Mumps Rubella	\$112.00	7/1/2019
	90707	SL	Measles Mumps Rubella	\$0.00	6/12/2017
	90710		Measles Mumps Rubella Varicella (ProQuad)	\$325.00	7/1/2019
	90710	SL	Measles Mumps Rubella Varicella (ProQuad)	\$0.00	6/12/2017
	90713		IPV	\$48.00	7/1/2019
	90713	SL	IPV	\$0.00	6/12/2017
	90714		Td Tenivac	\$40.00	7/1/2018
	90714	SL	Td Tenivac	\$0.00	6/12/2017
	90715		Boostrix/Tdap	\$60.00	7/1/2019
	90715	SL	Boostrix/Tdap	\$0.00	6/12/2017
	90716		Varicella	\$194.00	7/1/2019
	90716	SL	Varicella	\$0.00	6/12/2017
	90723		Pediarix	\$115.00	7/1/2019
	90723	SL	Pediarix	\$0.00	6/12/2017
	90732		Pneumococcal 23	\$151.00	7/1/2019
	90734		Meningococcal IM (Menactra/Menveo)	\$175.00	7/1/2019
	90734	SL	Meningococcal IM (Menactra/Menveo)	\$0.00	6/12/2017
	90736		Zostavax	\$319.00	7/1/2019
	90744		HepB-Pediatric (Engerix)	\$36.00	7/1/2019
	90744	SL	HepB-Pediatric (Engerix)	\$0.00	9/12/2016
	90746		Hepatitis B (Adult)	\$90.00	7/1/2019
	92551		Pure tone hearing test, air	\$16.00	9/12/2016
	92551	NC	Pure tone hearing test, air	\$0.00	6/12/2017
	92552		Pure tone audiometry, air	\$36.00	7/1/2019
	92552	NC	Pure tone audiometry, air	\$0.00	6/12/2017
	92587		Hearing Evaluation Limited Otoacoustic	\$109.00	7/1/2019
	92587	NC	Hearing Evaluation Limited Otoacoustic	\$0.00	6/12/2017
	93786		Ambulatory Blood Pressure Reading	\$10.00	6/12/2017

HEALTH DEPARTMENT FEES FY 19-20

LabCorp Test Code	CPT Cods	Modifier	DESCRIPTIONS	CHARGES	DATE REVISED
	94760		Blood Oxygen Level Measurement	\$49.00	7/1/2019
	95115		Allergy Injection - 1	\$22.00	9/12/2016
	95117		Allergy Injection - 2	\$30.00	7/1/2019
	96110		Developmental Screening	\$155.00	7/1/2019
	96110	NC	Developmental Screening	\$0.00	6/12/2017
	96127		Social/Emotional Screening for mother of Child with EPDS; PHQ-2; PHQ-9, PSC; CRAFFT for child/adolescent.	\$13.00	7/1/2019
	96127	NC	Social/Emotional Screening for mother of Child with EPDS; PHQ-2; PHQ-9, PSC; CRAFFT for child/adolescent.	\$0.00	6/12/2017
	96160		HEADSSS	\$18.39	2/17/2017
	96160	NC	HEADSSS	\$0.00	6/12/2017
	96161		Maternal Depression Screen-EPDS or PHQ-2/PHQ-9Tool	\$17.79	2/17/2017
	96161	NC	Maternal Depression Screen-EPDS or PHQ-2/PHQ-9Tool	\$0.00	6/12/2017
	96372		Injection IM SQ	\$46.00	7/1/2019
	97802		Initial MNT, Individual, 15 min/Unit	\$45.00	7/1/2013
	97802	NC	Initial MNT, Individual, 15 min/Unit	\$0.00	6/12/2017
	97803		Additional MNT, Individual, 15 min/Unit	\$40.00	7/1/2013
	97803		Additional MNT, Individual, 15 min/Unit	\$0.00	6/12/2017
	97804		MNT Group, 30 min/Unit	\$50.00	7/1/2013
	97804	NC	MNT Group, 30 min/Unit	\$0.00	6/12/2017
	99000		Handling/Conveyance Fee	\$27.00	7/1/2019
	99000	NC	Handling/Conveyance Fee	\$0.00	6/12/2017
	99070		Suture/Staple Removal Supplies	\$33.00	9/12/2016
	99080		Form Completion	\$19.00	7/1/2019
	99173		Visual Acuity Screen	\$19.00	7/1/2019
	99173	NC	Visual Acuity Screen	\$0.00	6/12/2017
	99199		Test Results/Other report, service, procedure	\$0.00	5/2/2016
	99201		Office Visit I - New	\$78.00	7/1/2019
	99202		Office Visit II - New	\$117.00	7/1/2019
	99203		Office Visit III - New	\$166.00	7/1/2019
	99204		Office Visit IV - New	\$244.00	7/1/2019
	99205		Office Visit V - New	\$306.00	7/1/2019
	99211		Office Visit I - Established	\$43.00	7/1/2019
	99212		Office Visit II - Established	\$72.00	7/1/2019
	99213		Office Visit III - Established	\$100.00	7/1/2013
	99214		Office Visit IV - Established	\$153.00	7/1/2019
	99215		Office Visit V - Established	\$228.00	7/1/2019
	99381		Preventive Visit under 1 year - New	\$170.00	7/1/2013
	99381	EP	Preventive Visit under 1 year - New	\$170.00	7/1/2013
	99382		Preventive Visit 1-4 years - New	\$180.00	7/1/2013
	99382	EP	Preventive Visit 1-4 years - New	\$180.00	7/1/2013
	99383	FP	Preventive Visit 5-11 years - New	\$193.00	7/1/2019
	99383	EP	Preventive Visit 5-11 years - New	\$193.00	7/1/2019
	99383		Preventive Visit 5-11 years - New	\$193.00	7/1/2019
	99384	FP	Preventive Visit 12-17 years - New	\$212.00	7/1/2019
	99384	EP	Preventive Visit 12-17 years - New	\$212.00	7/1/2019
	99384		Preventive Visit 12-17 years - New	\$212.00	7/1/2019
	99385	FP	Preventive Visit 18-39 years - New	\$209.00	7/1/2019
	99385	EP	Preventive Visit 18-39 years - New	\$209.00	7/1/2019
	99385		Preventive Visit 18-39 years - New	\$209.00	7/1/2019

99386	FP	Preventive Visit 40-64 years - New	\$249.00	7/1/2019
99386		Preventive Visit 40-64 years - New	\$249.00	7/1/2019
99386	EP	Preventive Visit 40-64 years - New	\$249.00	7/1/2019
99387		Preventive Visit 65 years and over - New	\$269.00	7/1/2019

HEALTH DEPARTMENT FEES FY 19-20

LabCorp Test Code	CPT Cods	Modifier	DESCRIPTIONS	CHARGES	DATE REVISED
	99391		Preventive Visit under 1 year - Established	\$120.00	6/12/2017
	99391	EP	Preventive Visit under 1 year - Established	\$120.00	6/12/2017
	99392		Preventive Visit 1-4 years - Established	\$131.00	6/12/2017
	99392	EP	Preventive Visit 1-4 years - Established	\$131.00	6/12/2017
	99393	EP	Preventive Visit 5-11 years - Established	\$152.00	7/1/2013
	99393	FP	Preventive Visit 5-11 years - Established	\$182.50	6/12/2017
	99393		Preventive Visit 5-11 years - Established	\$182.50	6/12/2017
	99394	EP	Preventive Visit 12-17 years - Established	\$176.00	7/1/2013
	99394	FP	Preventive Visit 12-17 years - Established	\$182.50	6/12/2017
	99394		Preventive Visit 12-17 years - Established	\$182.50	6/12/2017
	99395	EP	Preventive Visit 18-39 years - Established	\$114.00	7/1/2019
	99395	FP	Preventive Visit 18-39 years - Established	\$180.00	6/12/2017
	99395		Preventive Visit 18-39 years - Established	\$180.00	6/12/2017
	99396		Preventive Visit 40-64 years - Established	\$200.00	6/12/2017
	99396	FP	Preventive Visit 40-64 years - Established	\$200.00	6/12/2017
	99397		Preventive Visit 65 years and over - Established	\$228.00	6/12/2017
	99406		Smoking&TobaccoUseCessationCounseling,Interm3-10min	\$31.00	7/1/2019
	99407		Smoking&TobaccoUseCessationCounseling,greater10min	\$61.00	7/1/2019
	99499		TB Screening	\$10.00	12/15/2015
	99501		Postpartum Home Visit	\$185.00	7/1/2013
	99502		Newborn Home Visit	\$230.00	6/12/2017
	99502	EP	Newborn Home Visit	\$230.00	6/12/2017
001370	822565	90	Creatine Serum - LAB CORP	\$13.00	7/1/2019
	A6252		Dressing Medium 16-48 Sq Inches	\$5.00	7/1/2013
	A6251		Dressing Small < or = 16 Sq Inches	\$5.00	7/1/2013
	A6253		Dressing Large > 48 sq inches	\$7.00	9/12/2016
	D0145		Oral Evaluation < 3YO	\$64.00	7/1/2019
	D0145	EP	Oral Evaluation < 3YO	\$64.00	7/1/2019
	D0145	NC	Oral Evaluation < 3YO	\$0.00	7/1/2019
	S4993	P	Contraceptive Pills	\$42.00	7/1/2019
	1034F	NC	RHG - Tobacco Abuse (report only)	\$0.00	7/1/2019
	1036F	NC	RHG - Non smoker (report only)	\$0.00	7/1/2019
	3045F	NC	RHG - HBA1C<9%	\$0.00	7/1/2019
	3046F	8P	RHG - HBA1C not performed	\$0.00	7/1/2019
	3046F	NC	RHG - HBA1C>9%	\$0.00	7/1/2019
	3077F	NC	RHG - SBP>140	\$0.00	7/1/2019
	3080F	NC	RHG - DBP>90	\$0.00	7/1/2019
	4004F	NC	Screening intervention not performed	\$0.00	7/1/2019
	4004F	8P	Screening intervention not performed	\$0.00	7/1/2019
	D1206		Topical application fluoride varnish <3YO	\$54.00	7/1/2019
	D1206	EP	Topical application fluoride varnish <3YO	\$54.00	7/1/2019
	D1206	NC	Topical application fluoride varnish <3YO	\$0.00	7/1/2019
	G0008		Administration Flu Vaccine	\$30.00	7/1/2013
	G0009		Administration Pneumococcal Vaccine	\$30.00	7/1/2013
	G0108		Diabetes Mgt Individual 30min/Unit	\$95.00	7/1/2019
	G0108	NC	Diabetes Mgt Individual 30min/Unit	\$0.00	6/12/2017
	G0109		Diabetes Class Individual or Group -30 min/Unit	\$49.00	7/1/2019
	G0109	NC	Diabetes Class Individual or Group -30 min/Unit	\$0.00	6/12/2017
735314	G0478	90	Ethanol Testing - LabCorp	\$13.00	7/1/2019
735314	G0478	90-RR	Ethanol Testing reflex - LabCorp	\$44.00	7/1/2019

G8417	NC	Calculated BMI above normal parameters	\$0.00	7/1/2019
G8418	NC	Calculated BMI below normal parameters	\$0.00	7/1/2019
G8419	NC	Calculated BMI outside normal parameters	\$0.00	7/1/2019
G8420	NC	BMI<30 and = 22 was calculated and documented	\$0.00	7/1/2019

HEALTH DEPARTMENT FEES FY 19-20

LabCorp Test Code	CPT Cods	Modifier	DESCRIPTIONS	CHARGES	DATE REVISED
	G8783	NC	Normal blood pressure reading documented	\$0.00	7/1/2019
	J0171		Epinephrine 0.1ml up to 1 ml	\$3.00	7/1/2013
	J050/J1055	C	Injection Depo medroxyprogesterone acetate 1mg/Unit	\$19.00	7/1/2019
	J1050/J1055	UD	Injection Depo medroxyprogesterone acetate 1mg/Unit	\$0.01	7/1/2019
	J1050/J1055	P	Injection Depo medroxyprogesterone acetate 1mg/Unit	\$19.00	7/1/2019
	J1725		Hydroxprogesterone caproate, 1 mg, injection	\$49.00	7/1/2019
	J1725	NC	Hydroxprogesterone caproate, 1 mg, injection	\$0.00	6/12/2017
	J1726	NC	Hydroxprogesterone caproate, 1 mg, injection (Makena)	\$0.00	7/1/2018
	J2790		Rhogam	\$148.00	7/1/2019
	J3490		17P alpha hydroprogesterone caproate injection (compound)	\$25.00	7/1/2019
	J3490	NC	17P alpha hydroprogesterone caproate injection (compound)	\$0.00	7/1/2018
	J3535		Naloxone Intranasal Spray	\$94.00	6/12/2017
	J3535	NC	Naloxone Intranasal Spray	\$0.00	6/12/2017
	J7126		Hydroxprogesterone caproate, 1 mg, injection (Makena)	\$49.00	7/1/2019
	J7296	UD	Kyleena/Other Levonorgestrel IUD 19.5 mg 5 yr duration	\$528.00	7/1/2019
	J7296	C	Kyleena/Other Levonorgestrel IUD 19.5 mg 5 yr duration	\$1,364.00	7/1/2019
	J7296	P	Kyleena/Other Levonorgestrel IUD 19.5 mg 5 yr duration	\$1,364.00	7/1/2019
	J7297	UD	Liletta/Other Levonorgestrel IUD 52mg 3 yr duration	\$47.04	7/1/2019
	J7297	C	Liletta/Other Levonorgestrel IUD 52mg 3 yr duration	\$1,027.00	7/1/2019
	J7297	P	Liletta/Other Levonorgestrel IUD 52mg 3 yr duration	\$1,027.00	7/1/2019
	J7298	UD	Mirena/Other Levonorgestrel IUD 52mg 5 yr duration	\$318.49	7/1/2019
	J7298	C	Mirena/Other Levonorgestrel IUD 52mg 5 yr duration	\$1,364.00	7/1/2019
	J7298	P	Mirena/Other Levonorgestrel IUD 52mg 5 yr duration	\$1,364.00	7/1/2019
	J7300	UD	Paraguard/Other Intrauterine copper contraceptive	\$234.72	7/1/2019
	J7300	C	Paraguard/Other Intrauterine copper contraceptive	\$1,213.00	7/1/2019
	J7300	P	Paraguard/Other Intrauterine copper contraceptive	\$1,213.00	7/1/2019
	J7307	UD	Nexplanon Etonogestrel (contraceptive) implant system	\$413.08	7/1/2019
	J7307	C	Nexplanon Etonogestrel (contraceptive) implant system	\$1,336.00	7/1/2019
	J7307	P	Nexplanon Etonogestrel (contraceptive) implant system	\$1,336.00	7/1/2019
042077	OL001	90	Anemia B Profile - LAB CORP	328	7/1/2019
042077	OL001	90-NC	Anemia B Profile - LAB CORP	328	7/1/2019
001362	OL002	90	Creatine Kinase Total Serum (CK)	\$17.00	7/1/2019
165180	OL004	90	HSV 1 and 2 IgM Abx, Indirece - LAB CORP	\$121.00	7/1/2019
165180	OL004	90-NC	HSV 1 and 2 IgM Abx, Indirece - LAB CORP	\$0.00	7/1/2019
058495	OL003	90	MMR TITER	\$175.96	7/1/2019
058495	OL003	90-nc	MMR TITER	\$0.00	7/1/2019
001149	OL005	90	Total Thyroxine - LAB CORP	\$7.00	7/1/2019
001149	OL005	90-NC	Total Thyroxine - LAB CORP	\$0.00	7/1/2019
000620	OL006	90	Thyroid Panel with TSH - LAB CORP	\$20.00	7/1/2019
000620	OL006	90-NC	Thyroid Panel with TSH - LAB CORP	\$20.00	7/1/2019
330015	OL007	90-NC	Thyroid cascade profile - LAB CORP	\$0.00	7/1/2019
330015	OL007	90	Thyroid cascade profile - LAB CORP	\$48.00	7/1/2019
322755	OL008	90	Hepatic Function Panel	\$14.00	7/1/2019
322755	OL008	90-NC	Hepatic Function Panel	\$0.00	7/1/2019
192005	OL009	90	Pap Smear/Cervical Cytology - LAB CORP	\$23.00	7/1/2019
192005	OL009	90-NC	Pap Smear/Cervical Cytology - LAB CORP	\$0.00	7/1/2019
001321	OL010	90	Iron + TIBC- LAB CORP	\$19.00	7/1/2019
001321	OL010	90-NC	Iron + TIBC- LAB CORP	\$0.00	7/1/2019
	S0280		OB First Visit Risk Sceneing	\$61.00	7/1/2019
	S0281		Postpartum Visit	\$177.00	7/1/2019

S4993	UD	Contraceptive Pills	\$3.00	7/1/2019
S4993	C	Contraceptive Pills	\$42.00	7/1/2019
S5000	UD	Emergency Contraception - Opcicon	\$4.22	7/1/2019
S5000	C	Emergency Contraception - Opcicon	\$11.00	7/1/2019

HEALTH DEPARTMENT FEES FY 19-20

LabCorp Test Code	CPT Cods	Modifier	DESCRIPTIONS	CHARGES	DATE REVISED
	S5000	P	Emergency Contraception - Opcicon	\$11.00	7/1/2018
	S5001	UD	Emergency Contraception (Ella)	18.82	7/1/2019
	S5001	C	Emergency Contraception	25	7/1/2019
	S5001	P	Emergency Contraception	25	7/1/2018
	S9442		Birthing Class	\$26.00 per sessio	7/1/2013
	S9465		Diabetes OP Self management, Ind 30 min.	\$45.00	9/12/2016
	S9465	NC	Diabetes OP Self management, Ind 30 min.	\$0.00	6/12/2017
	S9470		Diabetes OP Self Management counseling,Grp(2or more) 30	\$45.00	9/12/2016
	S9470	NC	Diabetes OP Self Management counseling,Grp(2or more) 30	\$0.00	6/12/2017
	T1001		MaternalCare Skilled Nurse Home Visit	\$110.00	6/12/2017
	T1002		RN Services, up to 15 minutes/unit	\$25.00	9/12/2016
10060			Incision & Drainage Cyst/Abcess-Simple	\$119.00	7/1/2019
10120			Foreign Body Removal, Uncomplicated	\$143.00	7/1/2013
10121			Foreign Body Removal, Complex	\$389.00	7/1/2019
			CPR AND FIRST AID		
			Adult and Infant/Child CPR only	\$50.00	7/1/2013
			Adult and Infant/Child CPR Refresher Class	\$25.00	7/1/2013
			Medical Record copies		
	S9981		Minimum Fee 13 or fewer pages	\$10.00	7/1/2013
	S9982		First 25 pages	.75/page	12/7/2015
	S9982		Pages 26-100	.50/page	7/1/2013
	S9982		Pages 101 and more	.25/page	7/1/2013
			Environmental Health Fees		
			Engineer Option Permit Fee	\$75.00	9/12/2016
			Exisitng Septic System Inspection	\$50.00	6/12/2017
			Soil/Site Evaluation (Repair Septic System)	\$50.00	7/1/2018
			Soil/Site Evaluation (New Septic System)	\$200.00	7/1/2019
			Migrant Labor (Existing septic & well report)	\$50.00	6/12/2017
			Migrant Labor (each additional septic report)	\$10.00	7/1/2015
			Each additional new well on same property	\$75.00	6/12/2017
			Food & Lodging plan review	\$200.00	7/1/2013
			New Well Site Evaluation	\$300.00	7/1/2018
			Public Swimming Pool Annual OP	\$100.00	7/1/2013
			ServSafe Class (per student)	\$75.00	7/1/2016
			ServSafe Class Answer Sheet	\$41.00	7/1/2016
			ServSafe Class Full Course (Including all materials)	\$181.00	7/1/2018
			ServSafe Class Full Course (Student brings 6th edition book	\$116.00	7/1/2018
			ServSafe Class Manager Book/Exam Sheet	\$76.00	7/1/2016
			ServSafe Class Protoring Exam (per student)	\$15.00	7/1/2016
			ServSafe Class Re-Test/Test Only	\$56.00	7/1/2018
			Smoking Violation Fine	\$200.00	7/1/2013
			Tattoo Artist Annual Renewal	\$200.00	6/12/2017
			Temporary & Limited Food Establishment	\$75.00	6/12/2017
			Water Samples - Bacteriological	\$35.00	7/1/2018
			Water Samples - Inorganic Chemical	\$75.00	6/12/2017
			Water Samples - Nitrate/Nitrite	\$35.00	7/1/2018
			Water Samples - Pesticide	\$100.00	7/1/2018
			Water Samples - Petroleum	\$100.00	7/1/2018

Well Report

\$50.00 7/1/2018

HEALTH DEPARTMENT FEES FY 19-20

LabCorp Test Code	CPT Cods	Modifier	DESCRIPTIONS	CHARGES	DATE REVISED
			Policy Change		
			Diabetes Self Management Program		
			No charge to patient. Bill Insurance, Medicare and Medicaid when available.		
	4/22/2015		Revised		
	7/1/2015		Revised		
	12/1/2015		Revised		
	4/4/2016		Revised		
	6/10/2016		Revised		
	6/20/2016		Revised		
	9/12/2016		Revised		
	12/1/2016		Revised		
	2/17/2017		Revised		
	5/31/2017		Revision Suggestions		
	6/12/2017		Revised		
	7/1/2018		Revised		
	7/1/2019		Revised		

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.