



**SAMPSON COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA**

**August 3, 2020 Rescheduled to August 18, 2020  
(August 3 meeting cancelled due to Hurricane Isaias)**

*This meeting is to be held during the unprecedented event of the COVID-19 pandemic. The Board has chosen to conduct this meeting in a modified in-person setting whereby portions of the governing body are present and others are participating remotely via Zoom. The meeting will be also broadcast over an Internet platform.*

**6:00 pm Convene Regular Meeting (County Auditorium) - Notice Attached 1 - 2**  
Invocation  
Pledge of Allegiance by Eagle Scout Robert Smith  
Approve Agenda as Published

**Item 1 Public Comment 3**

- a. Adopt Resolution Adopting Public Comment Rules for August 18 Meeting 4 - 5
- b. Reading of Written Comments into Record (30-minute period allocated)
- c. Presentation of Oral Comments

**Recess to Reconvene on August 20, 2020**

**6:00 pm Reconvene in Virtual Platform Via Zoom (broadcast live)**  
**Aug 20** Invocation  
Pledge of Allegiance

**Item 2 Action Items**

- a. Discussion of Confederate Monument Situated Upon Courthouse Grounds 6
- b. Distribution of Second Round of CARES Act Funding Allocation 7 - 10
- c. Recognition of Employees Participating in COVID Testing Events 11 - 12
- d. Request for Adoption of Resolution Declaring Sampson County a Second Amendment Sanctuary 13 - 16

**Item 3 Action Items - Water District 17**

- a. Acceptance of Offer of Loan Assistance from NC Drinking Water State Revolving Fund (DWSRF) for Sampson/Johnston Interconnection: Easy Street (Phase I) 18 - 24

b.	Notice of Intent to Fund – Sampson/Johnston Interconnection Phase II (acknowledgement of loan amount and interest rate)	25 - 26
<b>Item 4</b>	<b>Consent Agenda (Board of Commissioners)</b>	<b>27 - 28</b>
a.	Approve the minutes of the July 6, 2020 and July 9, 2020 meetings	29 - 40
b.	Authorize execution of the FY 20-21 Agreement for the Protection, Development and Improvement of Forest Lands between Sampson County and the NC State Department of Agriculture and Consumer Services	41 - 44
c.	Approve contracts between Sampson County (Department of Social Services) and the Sampson County Sheriff’s Office (Juvenile Court Officer/Investigator); Sampson County Sheriff’s Office (Child Support Civil Officer Services); Law Office of Tiffany N. Naylor; Law Office of Corinne A. Railey; Warrick, Bradshaw & Lockamy, P.A.; Sampson County Department of Aging;	45 - 179
d.	Approve the Department of Social Services’ Revised On-Call Policy	180 - 181
e.	Adopt a resolution requesting the addition of Tyson Carriage Lane (Stagecoach Estates Subdivision) to the State Secondary Road System	182 - 185
f.	Authorize execution of the Agreement between Eastpointe Human Services and County of Sampson 4H Prevention Program (FY 20-21)	186 - 192
g.	Approve the tax refunds and releases as submitted	193 - 195
h.	Approve budget amendments as submitted	196 - 221
	<b>Consent Agenda (Board of Health)</b>	<b>222 - 223</b>
i.	Adopt the COVID-19 Policy and Procedure	224 - 285
j.	Approve Amended Board of Health Operating Procedures	286 - 292
k.	Approve the Annual Update to Local Health Department Services Analysis Policy and Procedures	293 - 299
l.	Approve the Contracts for School Nursing Services between the Sampson County Health Department and Clinton City School and Sampson County Schools	300 - 321
m.	Write off as uncollectible the amount of \$159.00	322
<b>Item 5</b>	<b>Board Information (Board of Commissioners and Board of Health Items)</b>	<b>323</b>
a.	Letter of Commendation from Commissioner Godwin to Clinton City Public Works	324
b.	Health Advisory Committee Minutes for March 16, 2020 and May 18, 2020	325 - 332

c. State of the County Health Report 2019

333 - 344

**Item 6 County Manager's Report**

**Adjournment**

## NOTICE OF AMENDMENT TO REGULAR MEETING SCHEDULE

**Meeting Date/Time: August 18, 2020 at 6:00 p.m.**

The Sampson County Board of Commissioners will amend its regular meeting schedule and hold its August regular meeting on Tuesday, August 18, 2020 at 6:00 p.m. The meeting will be held in the County Auditorium, located at 435 Rowan Road, Building A, Clinton, NC 28328 using a modified public setting format that allows in-person citizen input while also recognizing current restrictions on mass gatherings and following the sound guidance of public health officials regarding social distancing.

The maximum number of participants allowed in the Auditorium at any one time will be 10 persons. Each member of the Board of Commissioners will opt to participate in the meeting either in person or by Zoom video. The County Manager and staff will also be present, not exceeding a total of nine (9) individuals, with remaining staff participating via Zoom. To accommodate agenda presentations and a Public Comment period, speakers will be admitted to the meeting room individually to present/comment.

Given the limitation of persons within the meeting room, the meeting will be broadcast live via the Sampson County YouTube page (found at this link <https://bit.ly/2XshcCQ>) beginning at 6:00 p.m. Members of the public who wish to listen to the meeting but do not have internet access may do so by dialing the following telephone number and entering the following meeting ID number and password:

### **August 18, 2020 Meeting Information**

Telephone number: (646) 558 8656

Meeting ID number: 857 5267 3712

Password: 790723754

There are no public hearings currently scheduled for the August 18, 2020 agenda; however, pursuant to N.C. Gen. Stat. § 153A-52.1, the Board will hold a Public Comment period as part of their regular meeting. Given the modified public setting, the Board will adopt temporary Public Comment rules that will modify and supplement their existing Rules of Procedure and Conduct and Public Comment Policy. The Board will accept Public Comments in written and oral form as follows:

### **Written Comments**

Public Comments received in written form via first class mail or emailed to the Clerk to the Board by 5:00 p.m. on Monday, August 17, 2020 will be provided to each of the Board members for their review prior to the meeting. Those comments received prior to that date and time will be read by the Clerk in the order they were received **for a period not to exceed 30 minutes**.

Written comments may be submitted in one of two ways. *Comments must include the commenter's full name and address and must specify that the comments are submitted for Public Comment.*

- First class mail addressed as follows: Clerk to the Board  
406 County Complex Rd., Bldg. C  
Clinton, NC 28328
- Email addressed as follows: [susanh@sampsonnc.com](mailto:susanh@sampsonnc.com)



## **Oral Comments**

The Public Comment period will then include a period during which the Board will receive oral comments. Individuals who wish to address the Board during this portion of the Public Comment period will be allowed to address the Board for no more than two (2) minutes each.

Both written and oral comments must comply with the Board's Rules of Procedure and Public Comment Policy.

*Citizens planning to attend the meeting for purposes of speaking during Public Comment will be asked to remain outside of the meeting room and will be expected to comply with social distancing of six (6) feet, even if this requires persons to remain outside the building until the time of their presentation/comment. Masks will be required any time persons are within the building (except when actually addressing the Board from the podium).*

In the event that the Board of Commissioners recesses the meeting, the reconvened meeting will be held virtually by video conference. The Board of Commissioners' Auditorium will not be open to the public for any such reconvened meeting, which will broadcast via the Sampson County YouTube Page (found at <https://bit.ly/2XshcCQ>) beginning at 6:00 p.m. on Thursday, **August 20, 2020**. Members of the public who wish to listen to any such reconvened meeting but do not have internet access may do so by dialing the following telephone number and entering the following meeting ID number and password:

### **August 20, 2020 Recessed Meeting Information (if needed)**

Telephone number: 646 558 8656  
Meeting ID number: 842 1064 9745  
Password: 778231516

In the event that a reconvened meeting is held on August 20, 2020 at 6:00 p.m., the reconvened meeting will not include a Public Comment period or any public hearings.

Date of Posting: August 6, 2020

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 1 (a-c)

Meeting Date: August 18, 2020	<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

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**SUBJECT:** Public Comment  
**DEPARTMENT:** Governing Body  
**PUBLIC HEARING:** No  
**CONTACT PERSON(S):** Chairman Clark Wooten  
County Attorney Joel Starling

**PURPOSE:** To establish temporary public comment rules for a modified in-person monthly meeting

**ATTACHMENTS:** Resolution

**BACKGROUND:**

The Board has elected to use a modified public setting format that allows in-person citizen input while also recognizing current restrictions on mass gatherings and following the sound guidance of public health officials regarding social distancing. The maximum number of participants allowed in the Auditorium at any one time will be 10 persons. Each member of the Board of Commissioners will opt to participate in the meeting either in person or by Zoom video. The County Manager and staff will be also be present, not exceeding a total of 9 individuals, with remaining staff participating via Zoom. To accommodate agenda presentations and a Public Comment period, speakers will be admitted to the meeting room individually to present/comment.

To accommodate this meeting structure, the Board must adopt temporary public comment rules. These rules move the Public Comment to the beginning of the meeting and allow for the reading of written comments for a period of 30 minutes, then receiving oral comments.

The public will be able to hear the entire meeting via an audio link to Zoom, and the meeting will be broadcast live via the County's newly established YouTube page.

**RECOMMENDED ACTION OR MOTION:**

Adopt resolution establishing temporary public comment rules; accept written and oral comments pursuant to established rules

**RESOLUTION ADOPTING PUBLIC COMMENT RULES FOR  
THE AUGUST 2020 REGULAR MEETING OF THE  
SAMPSON COUNTY BOARD OF COMMISSIONERS**

WHEREAS, N.C. Gen. Stat. § 153A-52.1 provides that a county board of commissioners may adopt reasonable rules governing the conduct of the monthly public comment period; and

WHEREAS, in order to allow members of the public to address the Board in person at the August 2020 regular meeting, the Sampson County Board of Commissioners has chosen to follow a modified in-person meeting format that allows in-person citizen input while also recognizing the current restrictions on mass gatherings and following the sound guidance of public health officials regarding social distancing; and

WHEREAS, the modified format of the August 2020 regular meeting necessitates that the Sampson County Board of Commissioners, pursuant to its authority under N.C. Gen. Stat. § 153A-52.1, adopt temporary public comment rules that will both modify and supplement the Board's existing Rules of Procedure and Conduct and Public Comment Policy; and

NOW, THEREFORE, be it Resolved that:

1. The Sampson County Board of Commissioner's Rules of Procedure and Conduct and Public Comment Policy are temporarily modified and supplemented as provided herein;
2. The Order of Business for the August 2020 regular meeting is hereby amended such that the public comment period shall be held immediately after the Pledge of Allegiance;
3. The public was previously notified that individuals would be allowed to offer written comments for the scheduled public comment period by submitting their comments in writing to the Clerk to the Board by first class mail or email, provided that their comments were received by 5:00 p.m. on Monday, August 17, 2020;
4. The Clerk to the Board will read written comments in the order they were received for a period not to exceed thirty (30) minutes, provided that all written comments received prior to the written comment deadline will be read by the members of the Board of Commissioners and entered into the minutes so long as the comments comply with the Board's Rules of Procedure and Conduct and Public Comment Policy;
5. The public was previously notified that individuals would be allowed to offer oral comments in-person to the Board of Commissioners;
6. Individuals will each be allowed to address the Board of Commissioners in-person for no more than two (2) minutes, provided that they comply with the meeting's social distancing guidelines, including wearing a mask at all times while inside the building (except when actually addressing the Board) and standing six (6) feet apart from other individuals at all times (including while waiting in line outside to speak), and comply with the Board's Rules of Procedure and Conduct and Public Comment Policy;

ADOPTED the 18th day of August, 2020.

By:

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

ATTEST:

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

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 2 (a)

Meeting Date: August 18, 2020

<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

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**SUBJECT:** Discussion of Confederate Monument Situated Upon Courthouse Grounds

**DEPARTMENT:** Governing Body

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Chairman Clark Wooten

**PURPOSE:** A discussion regarding the monument previously located upon the Courthouse grounds

**ATTACHMENTS:** None

**BACKGROUND:**

The monument previously situated upon the south Courthouse grounds was removed from its pedestal after vandalism left the statue dangling in a position that could endanger the public or property were it to fall.

**RECOMMENDED ACTION OR MOTION:**

Discuss options for the monument previously situated on the Courthouse south grounds

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 2 (b)

Meeting Date: August 18, 2020	<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"/>	

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**SUBJECT:** Distribution of Second Round of CARES Act Funding Allocation

**DEPARTMENT:** Finance

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** David K. Clack, Finance Officer

**PURPOSE:** To approve plan of distribution of the County's second allocation of federal CARES Act funding

**ATTACHMENTS:** Finance Officer Memo and Budget Amendment

**BACKGROUND:**

The State recently passed legislation that included a second round of funding from the CARES Act. This funding was allocated to 97 counties based on population. The legislation also included a provision that required all counties to allocate a minimum of 25% of CARES Act funding received by the counties to municipalities within the County.

The allocation to Sampson County including both rounds of funding is \$2,516,676. According to the General Statute, the County must allocate \$629,169 to the municipalities. We are recommending that we allocate the amount to municipalities using the same principle the State used to allocate funds to the counties. Finance Officer David Clack will review the proposed allocations.

**RECOMMENDED ACTION OR MOTION:**

Approved funding distribution plan and associated budget amendment



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

*MEMORANDUM*

**TO:** Board of Commissioners

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

**DATE:** July 23, 2020

**SUBJECT:** CARES Act Funding Allocation

The State recently passed legislation that included a second round of funding from the CARES Act. This funding was allocated to 97 counties based on population. The legislation also included a provision that required all counties to allocate a minimum of 25% of CARES Act funding received by the counties to municipalities within the County.

The allocation to Sampson County including both rounds of funding is \$2,516,676. According to the General Statute the County must allocate \$629,169 to the municipalities. We are recommending that we allocate the amount to municipalities using the same principal the State used to allocate funds to the counties. In the first round of funding the State allocated a base amount of \$250,000 to each of the 97 counties and allocated the remaining amount based on population. Our recommendation for the allocation to the municipalities includes a base allocation of \$30,000 each with the remainder being allocated based on population. The allocation is below:

CARES Act Funding Allocation

	Base Allocation	Remainder Allocated	Total Allocation
Autryville	30,000	6,538	36,538
Clinton	30,000	274,637	304,637
Garland	30,000	20,820	50,820
Harrells	30,000	5,877	35,877
Newton Grove	30,000	18,641	48,641
Roseboro	30,000	38,333	68,333
Salemburg	30,000	14,127	44,127
Turkey	30,000	10,196	40,196
	<u>240,000</u>	<u>389,169</u>	<u>629,169</u>

The previous table includes the total of the funds required to be allocated to municipalities and includes the amounts previously allocated. The table below shows the additional allocation that resulted from the second round of funding.

CARES Act Funding Allocation

	Total <u>Allocation</u>	Previously <u>Allocated</u>	<u>Balance</u>
Autoryville	36,538	8,767	27,771
Clinton	304,637	22,204	282,433
Garland	50,820	31,604	19,216
Harrells	35,877	2,340	33,537
Newton Grove	48,641	19,750	28,891
Roseboro	68,333	7,915	60,418
Salemburg	44,127	10,271	33,856
Turkey	40,196	-	40,196
	629,169	102,851	526,318

The new legislation also made another change regarding who is responsible to ensure that these funds are expended on eligible items only. Previously this was only the responsibility of the County. The new legislation makes the counties and the municipalities responsible for any misuse or mishandling of these funds and subject to claw back and other appropriate measures, including the reduction or elimination of other State funds. As a result of this change we will be sending the entire allocation to the municipalities as it is received from the State.

We are also recommending that additional funds be allocated to Sampson Regional Medical Center, Goshen Medical, Comm Well Health, and Eastpointe LME. The amounts to be allocated to each agency is in the table below.

	<u>Original Allocation</u>	<u>Additional Allocation</u>	<u>Total</u>
Sampson Regional Medical Center	328,117	127,089	455,206
Goshen Medical	163,573	73,420	236,993
Comm Well Health	155,718	71,336	227,054
Eastpointe LME	34,647	19,188	53,835
	682,055	291,033	973,088

The remaining amount of the second round of funding will be used by the County for COVID-19 costs. A budget amendment is attached allocating the funds as previously discussed. Of the total amount allocated to Sampson County we will retain \$914,419 to cover our costs related to the pandemic.



**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 2020-2021

1. It is requested that the budget for the CARES Act Department be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
20558311-512100	Salaries	170,000.00	
20558311-518100	FICA	10,540.00	
20558311-518120	Medicare FICA	2,465.00	
20558311-518200	Retirement	33,219.00	
20558311-518901	401k County	8,500.00	
20558311-526200	Department supplies	90,931.00	
20558311-526201	Dept supplies equipment	25,000.00	
20558311-544000	Contract services	75,000.00	
20558311-581000	Transfers to other agencies	817,351.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
20035831-402600	CARES Act grant	1,233,006.00	

2. Reason(s) for the above request is/are as follows:


To allocate second round of CARES Act funding to be used to pay costs related to COVID-19.

  
 \_\_\_\_\_  
 (Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 2020

  
 \_\_\_\_\_  
 (County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20\_\_

  
 \_\_\_\_\_  
 (County Manager & Budget Officer)

\_\_\_\_\_  
 Date of approval/disapproval by B.O.C.

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 2 (c)

Meeting Date: August 18, 2020	<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

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**SUBJECT:** Recognition of Employees Participating in COVID Testing Events

**DEPARTMENT:** Administration/Human Resources

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Edwin W. Causey, County Manager

**PURPOSE:** To consider recognition of those employees who participate in recent COVID testing events

**ATTACHMENTS:** Human Resources Director Memo

**BACKGROUND:**

Commissioner Parker had requested that staff consider some recognition for those employees engaged in COVID-related activities, particularly the two Saturday testing events. Human Resources has offered a recommendation for compensation for Health, EMS, DSS, Administration and Sheriff's employees who worked at the drive-thru testing events on May 16 and June 13.

**RECOMMENDED ACTION OR MOTION:**

Authorize compensation as recommended

NORTH CAROLINA'S  
**SAMPSON COUNTY**  
HUMAN RESOURCES DEPARTMENT  
*Nancy Dillman, Director*

**MEMORANDUM**

**TO:** Ed Causey, County Manager  
**FROM:** Nancy Dillman, Human Resources Director  
**DATE:** June 29, 2020  
**SUBJECT:** Employee Recognition

Data is being compiled on the work of our frontline workers during this COVID-19 pandemic so that we might determine how best to recognize their significant contributions to addressing the many challenges that have faced our citizens. Once the data is reviewed, we will be in a better position to determine what and how to provide this recognition given the ongoing pandemic and budget realities.

As we discussed, we do have the data to recognize our Health Department employees who, with assistance from EMS, DSS, IT Administration and Sheriff's Department staff, worked on two Saturdays to provide drive-through testing clinics for citizens. We had a total of fifty-one employees who planned, prepared and participated in a clinic on Saturday, May 16, 2020. We had a total of fifty-five employees who did so for a clinic on Saturday, June 13, 2020. In addition to any Comp Time or Overtime earned by these employees, I would recommend that we also provide a stipend of \$200 to each employee for each Saturday worked for a total cost of \$21,200.

I plan to have complete data for your review by next week so options can be further explored.

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 2 (d)

Meeting Date: August 18, 2020	<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

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**SUBJECT:** Request for Adoption of Resolution Declaring Sampson County a Second Amendment Sanctuary

**DEPARTMENT:** Governing Body

**PUBLIC HEARING:** No

**CONTACT PERSON(S):** Chairman Clark Wooten

**PURPOSE:** To consider a citizen request for adoption of a resolution declaring Sampson County a Second Amendment sanctuary

**ATTACHMENTS:** Email Request and Citizen-Authored Resolution

**BACKGROUND:**

The enclosed email and resolution were received from a Mr. Brummett representing a group of citizens requesting that the Board adopt a resolution proclaiming Sampson County as a Second Amendment sanctuary county. He has provided a draft (sample) resolution for consideration.

**RECOMMENDED ACTION OR MOTION:**

Consider the citizen request

## Susan Holder

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**From:** Michael Brummett <mlbrummett61@gmail.com>  
**Sent:** Wednesday, July 1, 2020 7:34 AM  
**To:** Ed Causey; Susan Holder  
**Cc:** Clark Wooten  
**Subject:** Resolution to make Sampson Cty a 2nd Amendment Sanctuary  
**Attachments:** Second Amendment Sanctuary Resolution Draft 020920.pdf

Mr Causey,

I represent a group of Sampson County Residents who have signed a hard copy petition and desire for Sampson County to proclaim itself to be a 2nd Amendment Sanctuary County through a public resolution. We ask that our resolution be presented to the County Commissioners for discussion, revisions as necessary, and an up or down vote to adopt the attached Resolution and/or a revised version. I would like to be in attendance at a in person County Commissioners meeting to present our case to the Commissioners and answer any questions to the best of my ability. The Resolution making Sampson County a 2nd Amendment Sanctuary is a grass-roots movement adopted by a majority of NC Counties and expresses our unfailing support and defense of our 2nd Amendment rights in the turbulent times. Please respond when our effort can be added to the agenda.

Sincerely,

Michael L Brummett

Sampson County Resident

Organizing Member of the "Make Sampson County a 2nd Amendment Sanctuary County" group.

## Resolution Declaring Sampson County NC a Second Amendment Sanctuary

WHEREAS, our Declaration of Independence is the Fundamental Act of our Founding and part of the Organic Law of our Land and recognizes that our Rights come from the Creator God; and that among these Rights is the Right of self-defense; and

WHEREAS, our Declaration of Independence recognizes that the purpose of government is to secure the Rights God gave us; and establishes negative rights for government through limiting it's control over the governed.

WHEREAS, the Constitution of the United States is one of enumerated powers only; and WE THE PEOPLE did not grant to the federal government any power whatsoever over the Country at Large to restrict our arms; and

WHEREAS, the Second Amendment of the Constitution of the United States acknowledges: “A well-regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.”; and

WHEREAS, Article I, §13 of the Constitution of the State of North Carolina acknowledges: “That a well-regulated militia, composed of the body of the people, trained to arms, is the proper, natural, and safe defense of a free state, therefore, the right of the people to keep and bear arms shall not be infringed;...”

NOW THEREFOR, BE IT RESOLVED:

1. That all federal laws, regulations, judicial opinions, and other edicts for the Country at Large which pretend to restrict THE PEOPLES' arms in any fashion whatsoever are unlawful as in violation of our Declaration of Independence; and are unconstitutional as outside the scope of powers granted to the federal government in the Constitution of the United States; and as in violation of the Second Amendment; and
2. That all State laws, regulations, judicial opinions, and other edicts purporting to apply to the State at Large which pretend to restrict THE PEOPLES' arms in any fashion whatsoever are unlawful as in violation of our Declaration of Independence; and are unconstitutional as in violation of Article I, §8, clauses 15 and 16 of the Constitution of the United States [those clauses permitting the Congress to *require* Citizens of the States to be armed and trained]; as in violation of the Second Amendment of the Constitution of the United States; and as in violation of Article I, §13 of the Constitution of the State of North Carolina.

AND BE IT FURTHER RESOLVED by the Sampson County Board of Commissioners that the Board intends to vigorously uphold the Right of the Citizens to be armed; and in addition thereto intends at subsequent times and dates to adopt the following measures:

1. Funding for weapons training for Citizens residing in this County, including firearms safety training in Sampson County public schools and Sampson Community College.

2. Provisions to eliminate funding for regulations, judicial opinions, or other edicts which violate our Declaration of Independence and any of the above-described federal or state constitutional provisions; and

3. Not authorize or appropriate county government funds, resources, employees, agencies, contractors, buildings, detention centers, or offices for the purpose of enforcing laws that unconstitutionally infringe on the people's right to keep and bear arms.

4. Other provisions as the Board may deem necessary or appropriate for the purposes stated above.

It is so RESOLVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Signatures, etc.

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO. 3 (a-b)

Meeting Date: August 18, 2020	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input checked="" type="checkbox"/>	Water District Issue

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**SUBJECT:** Water District Items  
**DEPARTMENT:** Sampson County Public Works  
**PUBLIC HEARING:** No  
**CONTACT PERSON(S):** Linwood Reynolds, Director of Public Works  
**PURPOSE:** To consider actions related to Johnston County interconnection projects  
**ATTACHMENTS:** DEQ Correspondence; Resolution  
**BACKGROUND:**

- a. Acceptance of Offer of Loan Assistance from NC Drinking Water State Revolving Fund (DWSRF) for Sampson/Johnston Interconnection: Easy Street (Phase I) We have been approved for loan assistance from the NC Drinking Water State Revolving Fund (DWSRF) in the amount of \$465,000 for the Sampson/Johnston Interconnect at Easy Street (Phase I). The offer is made subject to the Offer and Acceptance documents attached for approval.
- b. Notice of Intent to Fund – Sampson/Johnston Interconnection Phase II (acknowledgement of loan amount and interest rate) We have also received the Letter of Intent to Fund the Sampson/Johnston Interconnect Phase II with \$3,148,000 in loan funds at a maximum interest rate of 1.18%. The Board has previously authorized the funding application; this is presented for the Board’s confirmation that they are willing to proceed now that the funding offer has been made. If so, Dewberry engineers will be tasked with submitting an Engineering Report to DEQ by close of business on December 1, 2020.

**RECOMMENDED ACTION OR MOTION:**

- a. Adopt the enclosed resolution accepting the loan offer and making the applicable assurances contained therein
- b. Accept funding offer for \$3,148,000 at a maximum interest 1.18% and confirm proceeding with Phase II project



**RESOLUTION BY GOVERNING BODY OF APPLICANT**

**WHEREAS,** the Safe Drinking Water Act Amendments of 1996 and the North Carolina Water Infrastructure Fund have authorized the making of loans and/or grants, as applicable, to aid eligible drinking-water systems in the financing the cost of construction for eligible, drinking-water infrastructure; and

**WHEREAS,** the North Carolina Department of Environmental Quality has offered a Drinking Water State Revolving Fund (DWSRF) loan in the amount of \$465,000 for the construction/installation of water mains, skid-mounted packaged BPS, flow-control valve and 2-way master meter; hereinafter referred to as the Sampson/Johnston Co Water System Interconnection: Easy Street/Phase I; and

**WHEREAS,** the Board of Commissioners of the County of Sampson intends to construct said project in accordance with the approved plans and specifications that have been or will have been approved by the North Carolina Public Water Supply Section.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF SAMPSON:**

That the County of Sampson does hereby accept the Drinking Water State Revolving Fund (DWSRF) loan offer in the amount of \$465,000.

That the County of Sampson does hereby give assurance to the North Carolina Department of Environmental Quality that they will adhere to all applicable items specified in the standard “Conditions” and “Assurances” of the Department’s funding offer, awarded in the form of loan; and

That County Manager Edwin W. Causey, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the Project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application; and

That the County of Sampson has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinance applicable to the project and to Federal and State grants and loans pertaining thereto.

**ADOPTED,** This 18<sup>th</sup> day of August, 2020 at the Board’s regularly scheduled meeting held in Clinton, North Carolina.

---

Clark H. Wooten, Chairman

**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting Clerk to the Board of Commissioners of the County of Sampson does hereby certify: That the above/attached resolution is a true and correct copy of the resolution legally adopted at a regularly convened meeting of the Board of Commissioners of the County of Sampson duly held on the 18<sup>th</sup> day of August, 2020 and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this 18<sup>th</sup> day of August, 2020.

---

Susan J. Holder, Clerk to the Board



NORTH CAROLINA  
Environmental Quality



ROY COOPER  
Governor

MICHAEL S. REGAN  
Secretary

Kim H. Colson  
Director

June 5, 2020

Mr. Edwin W. Causey, Manager  
Sampson County  
406 County Complex Road  
Clinton, North Carolina 28328

**Subject:** Offer & Acceptance Documents for a Federal DWSRF Loan

**DWI Project No.:** WIF-1967

**Project Scope:** Sampson Co. / Johnston Co. Water System Interconnection: Easy St. / Ph. I: Construct/Install approx. 800 LF of new water mains; a skid-mounted, packaged BPS, with enclosure structure, pipe gallery, electrical & controls, etc.; and a flow-control valve & two-way master meter, to be situated approx. at Johnston – Sampson county line (interconnection site). Project links Sampson Co. WD II (Dunn/Clinton) & Johnston Co. WD East (Smithfield) to provide daily flow of 0.1 MGD (min. capacity) to 0.216-MGD (expected avg.) from Sampson Co. to Johnston Co.

Dear Mr. Causey:

**Sampson County** have been approved for **loan assistance** from the North Carolina Drinking Water State Revolving Fund (**DWSRF**). Accordingly, enclosed are two (2) copies of an “Offer-and-Acceptance” document extending Sampson County a **funding award** in the amount of **\$465,000**. This offer is made subject to the *Assurances and Conditions* set forth in the Offer-and-Acceptance document.

Please submit the following items to the Division of Water Infrastructure (DWI), 1633 Mail Service Center, Raleigh, North Carolina 27699-1633, as soon as they are prepared:

1. A resolution adopted by the governing body accepting the loan offer and making the applicable assurances contained therein (see sample copy, attached);
2. One (1) copy of the original “Offer-and-Acceptance” document, executed by the designated Authorized Representative for the Project, along with the signed “Acknowledgement of Standard Conditions and Assurances” for federal SRF loans. **Retain the other executed, original copy for your files;**
3. The Federal Identification Number and DUNS Number of the Applicant (Memo attached); and
4. A Sales-Tax Certification Form (sample copy attached).



The Site Certification and a Capital Project Ordinance (or a budget ordinance covering the subject project) must be provided to DWI before disbursements can begin. For further assistance, please see the enclosed *Guidance Document* for a complete list of those items due no later than the project's first reimbursement request.

**Reimbursement requests** (printed sample form enclosed with this transmittal) for **drinking-water projects** should be forwarded to **Teresa Tripp** at the address noted below (see the footer on the first page of this transmittal letter). A reference copy of this request form has been enclosed for your convenience. Once construction of the subject project has commenced, an updated, fully-completed, current and signed/dated copy of our Reimbursement Request Form must be submitted with all reimbursement requests. You are free to reproduce this form should additional copies be needed.

On behalf of the Department of Environmental Quality, I am pleased to make this offer of State Revolving Loan funds, made available by the North Carolina Water Infrastructure Fund.

Sincerely,



Kim H. Colson, P.E., Director  
Division of Water Infrastructure, NCDEQ

Enclosures:    Loan/Grant Offer-and-Acceptance Document (two copies)  
                  Resolution to Accept Loan Offer (suggested format)  
                  Federal ID & DUNS Number Request Memo  
                  Sales-Tax Certification Form  
                  Reimbursement Request Form  
                  Guidance Document  
                  Site Certification  
                  Capital Project Ordinance (sample)

cc:                Matthew B. West, P.E., Dewberry Engineers, Inc., Consulting Engineer (Raleigh NC office)  
                  Jennifer House / DWI (w/o attachments)  
                  Amanjit Paintal / DWI (w/o attachments)  
                  DWSRF Project File/Scan: **(COM - LOX)**





**STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF WATER INFRASTRUCTURE**

**Funding Offer and Acceptance**

**Legal Name and Address of Award Recipient (Applicant)**

Sampson County  
406 County Complex Road  
Clinton NC 28328

**Project Number:**

**H-SRF-F-20-1967**

Project Number:

N/A

**CFDA Number:**

66.468

**Funding Program**

Drinking Water	<input checked="" type="checkbox"/>	Additional Amount for	Previous Total	Total Offered
Wastewater	<input type="checkbox"/>	Funding Increases		
State Revolving Fund (SRF)	<input checked="" type="checkbox"/>	--	--	\$465,000
State Reserve Loan (SRP)	<input type="checkbox"/>			
State Reserve Grant (SRP)	<input type="checkbox"/>			
State Emergency Loan (SEL)	<input type="checkbox"/>			
Asset Inventory & Assessment Grant (AIA)	<input type="checkbox"/>			
Merger/Regionalization Feasibility Grant (MRF)	<input type="checkbox"/>			

**Project Description:**

*Sampson Co. / Johnston Co. Water System Interconnection: Easy St. / Ph. I: Construct/Install approx. 800 LF of new water mains; a skid-mounted, packaged BPS, with enclosure structure, pipe gallery, electrical & controls, etc.; and a flow-control valve & two-way master meter, to be situated approx. at Johnston – Sampson county line (interconnection site). Project links Sampson Co. WD II (Dunn/Clinton) & Johnston Co. WD East (Smithfield) to provide daily flow of 0.1 MGD (min. capacity) to 0.216-MGD (expected avg.) from Sampson Co. to Johnston Co.*

**Total Financial Assistance Offer:**

**\$465,000**

Total Project Cost:

\$915,000

**Estimated Closing Fee\*:**

**\$9,300**

For Loans

Principal Forgiveness:

\$232,500

Interest Rate (Per Annum):

1.13%

Maximum Loan Term:

20 Years

*\*Estimated closing fee calculated based on total grant and/or loan amount(s).*


Pursuant to North Carolina General Statute 159G:

- The Applicant is eligible under Federal and State law;
- The Project is eligible under Federal and State law, and;
- The Project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Kim H. Colson, P.E., Director, Division of Water Infrastructure  
North Carolina Department of Environmental Quality**

 Signature	5/27/2020 Date
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On Behalf of:

**Sampson County**

Name of Representative in Resolution:

**Mr. Edwin W. Causey**

Title (Type or Print):

**County Manager**

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

Signature	Date
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## STANDARD CONDITIONS FOR FEDERAL SRF LOANS

1. The following “super cross-cutters” apply to SRF projects and may be found in the Public Policy Requirements section of the EPA General Terms and Conditions for each year’s appropriation. This document can be found at [www.epa.gov/ogd/tc.htm](http://www.epa.gov/ogd/tc.htm). Please note that nothing is submitted to the State’s SRF program offices regarding compliance with these items.
  - (a) Title VI of the Civil Rights Act of 1964
  - (b) Section 504 of the Rehabilitation Act of 1973
  - (c) The Age Discrimination Act of 1975
  - (d) Section 13 of the Federal Water Pollution Control Act Amendments of 1972
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The Applicant shall certify it has or will have a fee simple, or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for purposes of construction and operation for the estimated life of the project using a certification form provided by the Department of Environmental Quality (DEQ).
3. Specific MBE/WBE “disadvantaged businesses enterprise” (DBE) forms and instructions are provided, which are to be included in the contract specifications. These forms will assist with documenting positive efforts made by the Applicant, their consultant(s) and contractor(s) to utilize DBEs. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by the Applicant and their construction contractor(s), and made available upon request.
4. The Applicant shall comply fully with Subpart C of the Code of Federal Regulations (CFR), Chapter 2, Part 180, entitled, “Responsibilities of Participants Regarding Transactions Doing Business with Other Persons,” as implemented and supplemented by 2 CFR Part 1532. The Applicant is responsible for ensuring that any lower-tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The Applicant is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower-tier covered transactions. The Applicant may access suspension and debarment information at: <http://www.sam.gov>. This system allows applicants to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. The construction contract(s) require(s) the contractor to adhere to the Davis-Bacon and Related Acts Provisions and Procedures, as listed in the Code of Federal Regulations, Chapter 29, Part 5, Section 5 (29 CFR 5.5). Public Law pertaining to this is also enacted in Title 40, United States Code, Subtitle II Section 3141 through Section 3148.
6. As required by H.R. 3547, “Consolidated Appropriations Act, 2014” Section 436, Division G, Title IV, this project is subject to the federal “American Iron-and-Steel” provisions. The State provides detailed requirements, to be included in the construction contract specifications.



**ASSURANCES**

1. The Applicant intends to construct the project, or cause it to be constructed to final completion, in accordance with the Application approved for financial assistance by the Division of Water Infrastructure. The Applicant acknowledges that in the event a milestone contained within the most recent Drinking Water State Revolving Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Award Offer.
2. The Applicant is responsible for paying for those costs that are ineligible for SRF funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. As of the acceptance of this Funding Award Offer, Steps "A-D" in the "**North Carolina SRF Program Overview and Guidance**" (SRF Guidance Document enclosed with the Funding Award Offer) will be complete. These Assurances, likewise, incorporate the most recent version of the SRF Guidance Document, and the Applicant hereby certifies by accepting this Funding Award Offer that it will adhere to the subsequent steps in the SRF Guidance Document. The remaining steps generally govern project design, bidding, contracting, inspection, reimbursements, close-out and repayment.
5. The Applicant will provide and maintain adequate engineering supervision and inspection.
6. The Applicant agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project, and these records will be retained and made available for a period of at least three (3) years following completion of the project.
7. All SRF funds loaned shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the Applicant's compliance with the "Standard Conditions" of this Funding Award Offer. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
8. The Applicant will expend all the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.

**Acknowledgement of Standard Conditions and Assurances**

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance, will be fulfilled.

..... Signature	..... Date
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NORTH CAROLINA  
Environmental Quality

ROY COOPER  
Governor

MICHAEL S. REGAN  
Secretary

Kim H. Colson  
Director

August 3, 2020

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

Subject: Letter of Intent to Fund  
Johnston County Interconnection Phase II  
Spring 2020 Application Cycle  
Project No.: 2003

Dear Mr. Causey:

The Division of Water Infrastructure has reviewed your application, and the State Water Infrastructure Authority has approved your project as eligible to receive funding. The Drinking Water State Revolving Fund (DWSRF) loan amount will be \$3,148,000 at a maximum interest rate of 1.18%. A loan fee of 2% will be invoiced after bids have been received.

Please note that this intent to fund is contingent on approval of the loan through the Local Government Commission and on meeting **all** of the following milestones:

<u>Milestone</u>	<u>Date</u>
Engineering Report Submittal	December 1, 2020
Engineering Report Approval	May 3, 2021
Bid and Design Package Submittal	November 1, 2021
Bid and Design Package Approval	March 1, 2022
Advertise Project, Receive Bids, Submit Bid Information, and Receive Authority To Award	July 1, 2022
Execute Construction Contract(s)	August 1, 2022

The first milestone is the submittal of an Engineering Report by close of business on December 1, 2020. The Engineering Report must be developed using the guidance found on our website (<https://deq.nc.gov/about/divisions/water-infrastructure/i-have-funding/engineering-reportenvironmental-information>). **Failure to meet any milestone may result in the forfeiture of funding for the proposed project.**





Mr. Edwin W. Causey, County Manager  
August 3, 2020  
Page 2 of 2

Upon detailed review of the project during the funding process, it may be determined that portions of your project are not eligible for funding and the total funding amount may be reduced. Additionally, changes in the scope or priority points awarded – based on additional information that becomes apparent during project review – may also result in changes to the total funding amount and loan terms.

Davis-Bacon Requirements and American Iron and Steel Provisions

Projects funded through the State Revolving Fund (SRF) programs (including ASADRA) must comply with Davis-Bacon wage requirements and American Iron and Steel provisions. You can find standard specifications covering these requirements on our website.

Joint Legislative Committee on Local Government Notification Requirements

In accordance with G.S. 120-157.2, local government units with projects that require debt to be issued greater than \$1,000,000 **must** submit a letter to Committee Chairs, Committee Assistant, and the Fiscal Research Division of the General Assembly at least 45 days prior to presentation before the Local Government Commission. You are responsible for submitting that letter and providing a copy to the Division.

Drought Bill Requirements


In accordance with G.S. 143-355.4, a project “for the purpose of extending waterlines or expanding water treatment capacity” must document numerous requirements during the Engineering Report review process. You can find additional information at the following link: [http://www.ncleg.net/enactedlegislation/statutes/html/bysection/chapter\\_143/gs\\_143-355.4.html](http://www.ncleg.net/enactedlegislation/statutes/html/bysection/chapter_143/gs_143-355.4.html)

If you have any questions, please contact Kavitha Ambikadevi, PE by phone at (919) 707-9048 or by email at [kavitha.ambikadevi@ncdenr.gov](mailto:kavitha.ambikadevi@ncdenr.gov).

Sincerely,



Jon Risgaard, Chief  
State Revolving Fund Section

CC: Matt West, PE, Dewberry Engineers, Inc., Raleigh  
Vincent Jude Tomaino, PE   
Mark Hubbard, PE  
Project File (COM\_LOIF)

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.      4

Meeting Date: August 18, 2020	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input checked="" type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

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**SUBJECT:** Consent Agenda

**DEPARTMENT:** Administration/Multiple Departments

**ITEM DESCRIPTIONS/ATTACHMENTS:**

- a. Approve the minutes of the July 6, 2020 and July 9, 2020 meetings
- b. Authorize execution of the FY 20-21 Agreement for the Protection, Development and Improvement of Forest Lands between Sampson County and the NC State Department of Agriculture and Consumer Services
- c. Approve contracts between Sampson County (Department of Social Services) and the Sampson County Sheriff's Office (Juvenile Court Officer/Investigator); Sampson County Sheriff's Office (Child Support Civil Officer Services); Law Office of Tiffany N. Naylor; Law Office of Corinne A. Railey; Warrick, Bradshaw & Lockamy, P.A.; Sampson County Department of Aging;
- d. Approve the Department of Social Services' Revised On-Call Policy
- e. Adopt a resolution requesting the addition of Tyson Carriage Lane (Stagecoach Estates Subdivision) to the State Secondary Road System
- f. Authorize execution of the Agreement between Eastpointe Human Services and County of Sampson 4H Prevention Program (FY 20-21)
- g. Approve the tax refunds and releases as submitted
- h. Approve budget amendments as submitted

**Consent Agenda (Board of Health)** *(See also next page)*

- i. Adopt the COVID-19 Policy and Procedure
- j. Approve Amended Board of Health Operating Procedures
- k. Approve the Annual Update to Local Health Department Services Analysis Policy and Procedures

- l. Approve the Contracts for School Nursing Services between the Sampson County Health Department and Clinton City School and Sampson County Schools
- m. Write off as uncollectible the amount of \$159.00

**RECOMMENDED ACTION OR MOTION:**

Motion to approve Consent Agenda as presented

The Sampson County Board of Commissioners convened for their regular meeting at 6:00 p.m. on Monday, July 6, 2020. Because the State and the County were under a State of Emergency during the COVID-19 pandemic, the Board met virtually via Zoom, and the meeting was broadcast via Facebook Live, proper notice of the virtual environment and broadcast information having been duly posted. Members present via virtual means, as verified by the Clerk's roll call were: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Jerol Kivett Harry Parker and Thaddeus Godwin.

Chairman Wooten called the meeting to order and acknowledged Vice Chairperson Lee who then called upon Commissioner Kivett for the invocation. Susan Holder then led the Pledge.

### **Approval of Agenda**

Upon a motion made by Commissioner Parker and seconded by Commissioner Kivett, the Board voted unanimously to approve the agenda with the following additions: Item 4 (d) engagement agreement with the firm of Brook Pierce McLendon Humphrey and Leonard, LLP to serve as legal counsel in connection with advice and counsel about potential merger of the Sampson County school systems and associated budget amendment.

### **Item 1: COVID Pandemic Updates**

COVID Update (Health Department) Health Director Wanda Robinson and Nursing Director Kelly Parrish provided the Board with COVID updates for the county noting that the State was currently seeing record highs in confirmed cases and hospitalizations, with Sampson having 1,122 cases and seven deaths to date, with a positive rate of 32 (up from the previous rate of 31.62%). Ms. Robinson noted that the June 13, 2020 mass testing event provided testing to 520 persons, resulting in 29 positive cases at a rate of 5.6%. Ms. Parrish noted that two long-term care facilities had been 100% tested (testing for all residents and staff), and all residents had tested negative. Two additional long-term care facilities were scheduled to be tested at 100% in the upcoming week. Ms. Robinson noted that the Latino population has been disproportionately affected, accounting for approximately 69% of the positive cases due to many factors such as multi-generational housing, underlying health conditions, and work environments. As a result, county public health agencies are working with the Latino population and migrant farmers to assist in lessening the impact on this particular population. She concluded by reminding the public that it is critical that everyone follow the safety recommendations of health officials and

solicited the support of community leadership in sharing that message. Vice Chairperson Lee inquired of the number of current active cases and Ms. Robinson stated approximately 300-350 total.

#### Challenges of Disaster Sheltering in a Pandemic (Emergency Services)

Emergency Management Director Ronald Bass presented some of the potential challenges the County could face during a disaster sheltering event during the pandemic, briefly reviewing past operations and the anticipation that additional resources, both employees and financial, will be needed, particularly due to the large migrant worker population and the current number of COVID-19 cases in the county. Mr. Bass noted that staff had placed a lot of attention on procedures for pre-registration, testing, maintaining social distancing, isolation of potential cases, congregant feeding, sanitation, and managing both health and mental health issues, and will work closely with partnering agencies such as the school systems and local health agencies to ensure said procedures are effective and safe. He explained that CDC guidance recommended at least six feet distance between individuals, and the Red Cross recommended 120 square feet per person with a cot or 60 square feet per person without a cot (which are prioritized to those in need first). Family clustering will be permitted. He noted that further conversation with the State will be had regarding coastal evacuees taking shelter in the County. Health screenings will be mandatory for anyone entering the shelter and conducted daily for the duration of each person's stay. Symptomatic persons and positive cases will be isolated with dedicated health staff to provide health care. Mr. Bass projected that a disaster shelter event could cause great strain on both employee and financial resources, particularly translators and public information professionals.

#### **Item 2: Planning and Zoning Items**

R20-000002: Request to Rezone 254.6 Acres at I-40 and Preacher Henry Road from HCO-Highway Corridor Overlay to RA-Residential Agriculture The Chairman opened the hearing and acknowledged Senior Planner Anita Lane who reviewed the request by ITAC 443, LLC to rezone approximately 254.6 acres from HCO-Highway Corridor to RA-Residential Agriculture, noting the findings of fact and the unanimous recommendation of the Planning Board that R20-000002 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located in an area that is already zoned RA-Residential Agriculture. The Chairman asked the Clerk to read any public comments received prior to the meeting. None had been received. The Chairman closed the public hearing. Due to the fact that the hearing was conducted during a remote/virtual meeting, actions were deferred to the July 9, 2020 recessed meeting.

R20-000003: Request to Rezone 17.85 Acres Between I-40 and William R. King Road from HCO-Highway Corridor Overlay to C-Commercial (3.0 acres) and RA-Residential Agriculture (14.85 acres) The Chairman opened the hearing and acknowledged Senior Planner Anita Lane who reviewed the request to rezone approximately 17.85 acres from HCO-Highway Corridor, noting the findings of fact and the unanimous recommendation of the Planning Board that R20-000003 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact the request for Commercial is adjacent to I-40 and the remaining is currently being farmed. The Chairman asked the Clerk to read any public comments received prior to the meeting. None had been received. The Chairman closed the public hearing. Due to the fact that the hearing was conducted during a remote/virtual meeting, actions were deferred to the July 9, 2020 recessed meeting.

R20-000004: Request to Rezone 79.81 Acres Between I-40 and William R. King Road from HCO-Highway Corridor Overlay to C-Commercial (4.5 acres) and RA-Residential Agriculture (75.31 acres) The Chairman opened the hearing and acknowledged Senior Planner Anita Lane who reviewed the request to rezone approximately 79.81 acres from HCO-Highway Corridor, noting the findings of fact and the unanimous recommendation of the Planning Board that R20-000004 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact that the request for Commercial is adjacent to I-40 and the remainder is currently being farmed. The Chairman asked the Clerk to read any public comments received prior to the meeting. None had been received. The Chairman closed the public hearing. Due to the fact that the hearing was conducted during a remote/virtual meeting, actions were deferred to the July 9, 2020 recessed meeting.

### **Item 3: Public Hearings**

Public Hearing Regarding Community Development Needs, Intent to Apply for CDBG-NR Funding The Chairman opened the hearing and acknowledged Finance Officer David Clack who reviewed the purpose of the hearing, the second of two required hearings. The Chairman asked the Clerk to read any public comments received prior to the meeting. None had been received. The Chairman closed the public hearing. Due to the fact that the hearing was conducted during a remote/virtual meeting, actions were deferred to the July 9, 2020 recessed meeting.

Public Hearing Regarding Naming of Private Road The Chairman opened the hearing and acknowledged Assistant County Manager Susan Holder who reviewed the recommendation for the naming a certain private road. The Chairman asked the Ms. Holder to read any public comments received prior to the meeting. None had

been received. Due to the fact that the hearing was conducted during a remote/virtual meeting, actions were deferred to the July 9, 2020 recessed meeting.

**Item 4: Action Items**

Tax Settlement and Charge to Tax Collector Tax Administrator Jim Johnson reported to the Board the amount of \$1,420,928.88 of unpaid taxes for the current fiscal year which are liens on real property. This total is \$322,174.82 more than the previous fiscal year. Mr. Johnson noted that Sampson County had collected 96.6% of real and personal property taxes, down approximately 1% from the previous year percentage rate, likely due to the pandemic and related challenges, such as court closures, foreclosure abilities, and other means of collection. Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to accept the settlement and charge Tax Collector with collection of taxes for FY 2020-2021. (Such votes confirmed by Clerk's roll call.) (Copy of Tax Charge filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)

Designation of Voting Delegate - NCACC Annual Conference Upon a motion made by Chairman Wooten and seconded by Vice Chairperson Lee, the Board voted unanimously to designate Commissioner Kivett to serve as the County's voting delegate at the NCACC Annual Conference (Such votes confirmed by Clerk's roll call.) (Copy of the voting delegate designation filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)

Convention and Visitors Bureau Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to reappoint Roy Patel, Phillip Bell, and Susan Richert to the Convention and Visitors Bureau. (Such votes confirmed by Clerk's roll call.)

Workforce Development Board (WIA Board) Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to appoint Daniel Ruggles to the Workforce Development Board (WIA Board). (Such votes confirmed by Clerk's roll call.)

(Walk on) Engagement Agreement with the Firm of Brook Pierce McLendon Humphrey and Leonard, LLP and Associated Budget Amendment County Manager Ed Causey reviewed the item authorizing the County Manager to execute the engagement agreement with the firm of Brook Pierce McLendon Humphrey and Leonard, LLP to serve as legal counsel in connection with advice and counsel about potential merger of the Sampson County school systems and to approve the associated budget amendment. Upon a motion made by Commissioner Kivett and

seconded by Commissioner Godwin, the Board voted unanimously to authorize staff to execute the agreement and approved the associated budget amendment. (Such votes confirmed by Clerk’s roll call.) (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)

<u>EXPENDITURE</u>		Administration		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141200	519200	Legal Services	\$25,000.00	
11999000	509700	Contingency		\$25,000.00

**Item 5: Consent Agenda**

Upon a motion made by Commissioner Kivett and seconded by Commissioner Parker, the Board voted unanimously to approve the Consent Agenda: (Such votes confirmed by Clerk’s roll call.)

- a. Approved the minutes of the June 1, 2020; June 11, 2020; and June 18, 2020 meetings
- b. Approved and authorized the execution of the FY 2020-2021 Home and Community Care Block Grant (HCCBG) Funding Plan (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- c. Approved the revised 2020 lease documents for the Agri Exposition Center (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- d. Approved the lease between the County and Eastpointe LME for 6,000 square feet of space at 120 County Complex Road (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- e. Authorized the execution of the FFCRA (Families First Coronavirus Response Act) Funding Agreement between Sampson County (Department of Aging) and Mid Carolina Council of Governments (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- f. Authorized the execution of the 2020 Urgent Repair Program Post-Approval Documents (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- g. Adopted a resolution authorizing the City of Clinton to issue pyrotechnic permits for pyrotechnics that will be exhibited, used, or discharged within the corporate limits of the City (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- h. Approved the Animal Shelter’s request to adjust the adoption/neuter fees for male cats and dogs to reflect current contract fees (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)
- i. Approved the delinquent property tax exemption request for Prestage Ag Energy of NC, LLC (Copy filed in Inc. Minute Book \_\_\_\_ Page \_\_\_\_.)



- j. Authorized the waiver of late list penalties for business personal property listings for Circle N Farms
- k. Approved tax refunds and releases as submitted:

#9303	Cynthia Smith	\$317.06
#9324	Timothy Craddock	\$100.77
#9321	Christopher Calcutt	\$137.42
#9306	White Investment Co. NC Corp.	\$1,391.51
Tax Release	Federal Servicing	\$118.26

- l. Approved budget amendments as submitted:

<b><u>EXPENDITURE</u></b>		Finance		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11558311	512100	Salaries	\$75,000.00	
11558311	518100	FICA	\$4,650.00	
11558311	518120	Medicare	\$1,088.00	
11558311	518200	Retirement	\$7,431.00	
11558311	518901	401K County	\$3,750.00	
11558311	526200	Department Supplies	\$79,420.00	
11558311	526201	Dept. Supplies Equipment	\$87,185.00	
11558311	544000	Contract Services	\$34,372.00	
11558311	532100	Telephone and Postage	\$2,688.00	
11558311	555000	Capital Outlay other	\$203,180.00	
11558311	518100	Transfer to other agencies	\$784,906.00	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999	409900	Fund Balance Appropriated	\$1,283,670.00	

<b><u>EXPENDITURE</u></b>		Finance		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
72154000	545100	Claims paid	\$400,000.00	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
72035400	408900	Miscellaneous Revenue		

<b><u>EXPENDITURE</u></b>		WIC		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551670	537000	Advertising	\$4,200.00	
12551670	543000	Rental Equipment	\$190.00	
12551670	526200	Department Supplies	\$64.00	
12551670	532100	Telephone/Postage	\$692.00	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535167	404000	State Assistance	\$5,146.00	

<b><u>EXPENDITURE</u></b>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
		Health - WIC		
12551670	526201	Department Supplies Equipment	\$6,048.00	
12551670	544000	Contract Services	\$32,000.00	
12551670	526200	Department Supplies	\$454.00	
12551670	512100	Salaries	\$7,267.00	
12551670	518100	FICA	\$451.00	
12551670	518120	Medicare FICA	\$106.00	
12551670	518200	Retirement	\$550.00	
12551670	518300	Group Insurance	\$1,161.00	
12551670	518400	Dental Insurance	\$44.00	
12551670	518901	401K	\$546.00	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535167	404000	State Assistance	\$48,627.00	

<b><u>EXPENDITURE</u></b>				
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
		Aging		
02558800	522100	Nutrition – Food Provision	\$54,496.00	
02558800	526201	Nutrition – Dept. Equipment	\$5,250.00	

<b><u>REVENUE</u></b>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
0203588	403601	Mid-Carolina – State Grant	\$59,746.00	

**County Manager’ Report**

Mr. Causey reiterated the challenges of disaster sheltering and potential associated burdens.

**Public Comments**

Assistant County Manager Susan Holder read the written public comments of Mr. Jeff Robertson, regarding the removal of statues, and Mr. Michael White, regarding the same:

Jeff Robertson: The University of Kentucky is removing of a controversial mural of enslaved Africans from its wall. In Louisiana, Nicholls State University officials have scrapped the names of two college buildings dedicated to Confederate generals. In New

Orleans, city lawmakers are renaming Jefferson Davis Parkway after Norman C. Francis, a civil rights pioneer. Outside Tampa, Florida, a Sons of Confederate Veterans have lowered a huge Confederate battle flag that has long been flown in view of two interstate highways. These are examples of what cities across the country are doing in the wake of George Floyd's death at the hands of a Minneapolis police officers. It is time to do the same in our city of Clinton, to remove the statues and other subtle homages to the Confederacy, starting with the Confederate Soldier's Monument outside the Sampson County Courthouse, in Downtown Clinton. The inscription on this "monument" reads, "For a cause, though lost still just," which is incredibly sickening and offensive. It is time to get rid of that statue that honors a racist past and to begin the process to remove that offending statue. Quoting Indiana's Mayor Joe Hogsett, "We must name these instances of discrimination and never forget our past, but we should not honor them." Thank you for your time.

Michael White: I am Michael White from Newton Grove area. I am writing you about the confederate monument at the courthouse in Clinton. I believe it should stay right where it is. Why? I will give you a small list on why I believe this and I hope you hear me out. Thank you for your time. First, the monument was paid for by help from the State so the North Carolina Law protects it because tax payer money with to it. Second, the monument dedication was held on the 12<sup>th</sup> of May 1916 according to contemporaneous newspaper accounts, with a original confederate Battle flag placed in the bottom of the monument. The Battle flag was one that the confederate veterans from Sampson County had in the war. The third, the monument was put up for the dead who died in the war for their state and home county, Sampson County. These men were not all white. You had free Black man from Sampson County who fought for the confederate army. They are confederate veterans who this monument is for too. The fourth, we have laws to protect veterans monuments in this country, but a lot of people and city forget we are a Republic! A land of law and order. Congress of the United States recognize this confederate veterans has U.S. Veterans, and head stones for them where paid for by the VA. So the U.S. Laws for veterans monuments apply to this monument too. The last one, I think this is going to hit the nail on the head, with the news article I seen and a lot of people seen in Sampson County were you have the NAACP President of Sampson County talking that the monument was a white supremacy in front of the courthouse to remind the black man and woman of Sampson County that they are not equal. I believe this man is wrong. I will not say his name but it is not hard to find the news article. My response to this is easy. 1) Did a confederate flag ever fly over a slave ship? No. 2) Did the confederacy ever condone slavery? There is two parts to this, from state to next state. Yes, from one country to another? No. That was their way of killing slavery off, to end it. 3) To monuments being some kind of white-supremacy, that holds no water. Because free black man ran to join the confederate army and died in battle, this time we live in today, we can not look to a monument and say, I am not equal because of this monument. That is the wrong way of thinking. Instead, we need to look at how we can help one and other, instead taking

down something that united white man and black man in the past. To do this we should look at our community. To do work there and not take down a monument to white confederate's and black confederate's brothers in arms. If anything, that monument should united us today, but in today times we have more people trying to divide us as a country then united us. They put is in groups; white, black, Hispanic, Native American, and it goes on. But we are American all of us. This groups I named, all had their own confederate regiments! Look it up. They were united in the cause they fought. If you look on the monument it says, Fell in a cause though lost still just! And died for me and you. All came to that cause, all groups, we should honor them, and respect them, and pray we can unite like they did. So I ask of you to share this with all the other commissioners please. I also ask of all of the commissioners what is Sampson County going to be, a land of law or a land where law is good only when it suits us. The law says monuments stay.

### **Recess to Reconvene**

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to recess to reconvene on July 9, 2020, at 6:00 p.m. (Such votes confirmed by Clerk's roll call.)

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Clark H. Wooten, Chairman

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Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for a recessed meeting at 6:00 p.m. on Thursday, July 09, 2020. Because the State and the County were under a State of Emergency during the COVID-19 pandemic, the Board met virtually via Zoom, and the meeting was broadcast via Facebook Live, proper notice of the virtual environment and broadcast information having been duly posted. Members present via virtual means, as verified by the Clerk's roll call were: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Jerol Kivett Harry Parker and Thaddeus Godwin.

Chairman Wooten reconvened the meeting and acknowledged Vice Chairperson Lee who led an invocation. The Pledge of Allegiance was led by Jackson Lee and Matthew Crosby.

**Item 1: Planning and Zoning Matters (public hearing conducted on July 6, 2020)**

R20-000002: Request to Rezone 254.6 Acres at I-40 and Preacher Henry Road from HCO-Highway Corridor Overlay to RA-Residential Agriculture The Chairman acknowledged that the Board had previously conducted a public hearing regarding the request by ITAC 443, LLC to rezone approximately 254.6 acres from HCO-Highway Corridor to RA-Residential Agriculture. The Chairman asked the Clerk to read any additional public comments received since the hearing. None had been received. Senior Planner Anita Lane recapped the rezoning request. Upon a motion made by Commissioner Godwin and seconded by Vice Chairperson Lee, the Board voted unanimously to approve the rezoning request R20-000002, accepting the findings of fact and adopting the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment R20-000002 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact that this property is located in an area that is already zoned RA-Residential Agriculture.* (Such votes confirmed by Clerk's roll call.)

R20-000003: Request to Rezone 17.85 Acres Between I-40 and William R. King Road The Chairman acknowledged that the Board had previously conducted a public hearing regarding the request by R. Gerald Warren to rezone approximately 17.85 acres from HCO-Highway Corridor (rezone 3 acres as C-Commercial and the remaining 14.85 acres as RA-Residential Agriculture). The Chairman asked the Clerk to read any additional public comments received since the hearing. None had been received. Senior Planner Anita Lane recapped the rezoning request. Upon a motion

made by Commissioner Kivett and seconded by Vice Chairperson Lee, the Board voted unanimously to approve the rezoning request R20-000003, accepting the findings of fact and adopting the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment R20-000003 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact the request for Commercial is adjacent to I-40 and the remaining is currently being farmed.* (Such votes confirmed by Clerk's roll call.)

R20-000004: Request to Rezone 79.81 Acres Between I-40 and William R. King Road The Chairman acknowledged that the Board had previously conducted a public hearing regarding the request by R. Gerald Warren to rezone approximately 79.81 acres from HCO-Highway Corridor (rezone 4.5 acres as C-Commercial and the remaining 75.31 acres as RA-Residential Agriculture). The Chairman asked the Clerk to read any additional public comments received since the hearing. None had been received. Senior Planner Anita Lane recapped the rezoning request. Upon a motion made by Commissioner Godwin and seconded by Vice Chairperson Lee, the Board voted unanimously to approve the rezoning request R20-000004, accepting the findings of fact and adopting the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendation of the ordinance amendment R20-000004 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact the request for Commercial is adjacent to I-40 and the remaining is currently being farmed.* (Such votes confirmed by Clerk's roll call.)

**Item 2: CDBG Matters (public hearing conducted on July 6, 2020)**

Community Development Needs, Intent to Apply for CDBG-NR Funding The Chairman acknowledged that the Board had previously conducted two public hearings regarding on the County's community development needs and the potential for the County to apply for CDBG - NR (Neighborhood Redevelopment) funding from the State. The Chairman asked the Clerk to read any additional public comments received since the hearing. None had been received. Finance Officer David Clack summarized the purpose of the grant. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to adopt the resolution authorizing submission of the CDBG-NR grant application and authorizing execution of grant documents, including the Citizen Participation Plan. (Such votes confirmed by Clerk's roll call.) (Copies filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)

**Item 3: Naming of Private Road**

The Chairman acknowledged that the Board had previously conducted a public hearing regarding the naming of a certain private road. The Chairman asked the Clerk to read any additional public comments received since the hearing. None had been received. Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to name PVT 1639 549 as Camp Lane. (Such votes confirmed by Clerk’s roll call.)

**Item 4: Other Action Items**

Adopt Resolution Designating County Manager as Signatory for Local Government Opinion Forms related to ABC Permit Applications Assistant County Manager Susan Holder explained that the owners of First Miracle Vine & Wine winery, a small business located in Ingold, recently requested a Local Government Opinion form as part of their application to the ABC Commission for a retail permit for their winery (a Local Government Opinion, duly signed by an authorized County official, must accompany their permit application). The ABC Commission requires that the County have a resolution on file identifying that designated official. Upon a motion made by Commissioner Kivett and seconded by Commissioner Parker, the Board voted unanimously to adopt the resolution designating the County Manager by position as that designated official. (Such votes confirmed by Clerk’s roll call.)  
(Copy filed in Inc. Minute Book \_\_\_\_\_, Page \_\_\_\_\_.)

**Adjournment**

Upon a motion made by Chairman Wooten and seconded by Commissioner Kivett, the Board voted unanimously to adjourn. (Such votes confirmed by Clerk’s roll call.)

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Clark H. Wooten, Chairman

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Susan J. Holder, Clerk to the Board



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

*MEMORANDUM*

**TO:** Board of Commissioners

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

**DATE:** July 24, 2020

**SUBJECT:** FY 20-21 Forestry Contract

Attached please find the agreement between the County and the State Department of Agriculture and Consumer Services. This agreement is for the protection, development, and improvement of forest lands in Sampson County.

This is the agreement that we sign annually with the State. The agreement amount is the same as the prior year and has been included in the FY 20-21 budget.



STATE OF NORTH CAROLINA  
Department of  
Agriculture and Consumer Services

\$ 373,708  
Total Cooperative  
Appropriation

\$ 224,225  
State       60%

\$ 149,483  
County     40%

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT  
OF FOREST LANDS IN **SAMPSON COUNTY** NORTH CAROLINA

THIS AGREEMENT, made under authority of “An act to authorize Counties to cooperate with State in Forest Protection, Reforestation and promotion of Forest Management,” **Article 75 of Chapter 106, G.S. 106-895 through G.S. 106-910, by Session Laws 2011-145, s. 13.25(p), effective July 1, 2011**, and also under authority of the North Carolina Department of Agriculture and Consumer Services (hereinafter Called the Department), party of the first part, and the Board of Commissioners of **SAMPSON COUNTY** in the State of North Carolina (hereinafter called the Board), party of the second part, witnesseth:

That WHEREAS the said Board, recognizing the need for active forest protection, development, reforestation, management and improvement in **SAMPSON COUNTY** has accepted the offer of the Department for cooperation in accomplishing this object:

Now, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the said parties contract and agree to maintain a legally appointed and equipped Forest Ranger organization in said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select and employ a County Forest Ranger for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland and field fires; for enforcing State forest fire laws; for taking such preventive measures, educational and otherwise, as shall seem necessary to prevent forest fires; for developing and improving the forests through reforestation, promotion and practice of Forest Management practices; and for protection from insects and diseases.
2. To furnish to each Forest Ranger so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements deemed necessary insofar as the joint funds will permit.
3. To pay the Forest Ranger for all official services rendered at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary schedules.

4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of the Forest Ranger, to discipline and, when necessary, discharge such Forest Ranger.
5. To submit to the Board of Commissioners monthly (or at other mutually satisfactory intervals) an itemized statement of all monies to be paid by the County and those paid by the Department for the proper conduct of the work within said County.
6. To make available annually from State, Federal, and other funds allotted to it, the sum of **TWO HUNDRED TWENTY-FOUR THOUSAND AND TWO HUNDRED TWENTY-FIVE DOLLARS (\$224,225)** as its share of an annual budget of **\$373,708** for carrying on the work in said County.

Part II. THE BOARD AGREES:

1. To pay the Department 40% of the total cost of the Forest Ranger salaries and expenses and of other proper expenditures made in connection with the over-all Forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.
2. To appropriate annually the sum of **ONE HUNDRED FORTY-NINE THOUSAND, FOUR HUNDRED AND EIGHTY-THREE DOLLARS (\$149,483)** which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

1. That this Agreement becomes effective July 1, 2020, and lasts through June 30, 2021.
2. Payments made for services rendered in a prior contract period will apply toward the contract period in which the services were rendered and not toward the contract period when the payments are made.
3. That the annual appropriations as set forth above may be revised by mutual agreement between the Department and Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work, such revision to become effective at the beginning of a given Fiscal Year. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.
4. That the Board reimburse the Department as provided in Part II, Item 1, by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's periodic statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.
5. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.

6. That the Forest Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be fully informed at all times regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commissioners of **SAMPSON COUNTY**

Date \_\_\_\_\_ County Manager

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized, as required by the County Fiscal Control Act.

Date \_\_\_\_\_ County Finance Officer

For the North Carolina Department of Agriculture and Consumer Services

Date \_\_\_\_\_ Signature

N. David Smith  
Chief Deputy Commissioner

**Contract #2 Fiscal Year Begins July 1, 2020 Ends June 30, 2021  
Attorney – Legal Services**

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

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

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

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

- 2. Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
- 3. Effective Period:** This contract shall be effective on July 1, 2019 and shall terminate on June 30, 2020. This contract must be twelve months or less.
- 4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
- 5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$166,500.00 for the fiscal year. This amount consists of \$99,900.00 in Federal funds, \$8,325.00 in State Funds, \$58,275.00 in County funds

a. There are no matching requirements from the Contractor.

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

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

The contributions from the Contractor shall be sourced from non-federal funds.

**6. Reversion of Funds:**

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

**7. Reporting Requirements:**

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

**8. Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

**9. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

**For the County:**

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

**For the Contractor:**

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

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

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

**11. Disbursements:**

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

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

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

**12. Outsourcing to Other Countries:**


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

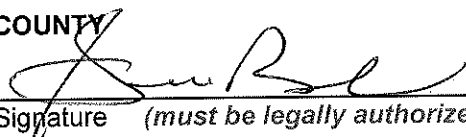
**13. Federal Certifications:**

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

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

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

  
 \_\_\_\_\_  
 Signature Date  
 Frank L. Bradshaw President  
 Printed Name Title

**COUNTY**  
  
 \_\_\_\_\_  
 Signature (must be legally authorized to sign contracts for DSS) Date  
 Sarah W. Bradshaw DSS Director  
 Printed Name Title

\_\_\_\_\_  
 Signature (must be legally authorized to sign contracts for County) Date  
 Edwin W. Causey County Manager  
 Printed Name Title

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

\_\_\_\_\_  
 Signature of County Finance Officer Date  
 David K. Clack

**Attachment A  
General Terms and Conditions**

**Relationships of the Parties**

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

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

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

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

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

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

**Indemnity and Insurance**

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

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

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

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

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

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

#### Transportation of Clients by Contractor:

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

#### Default and Termination

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

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

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

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

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

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

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

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



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

### Compliance with Applicable Laws

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

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

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

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

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

### Trafficking Victims Protection Act of 2000 :

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

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

### Confidentiality

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

### Oversight

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

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

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

### Warranties and Certifications

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

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

### E-Verify

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

### Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT B  
SCOPE OF WORK**

**Contract #2**

**Federal Tax Id. 56-1134481**

**A. CONTRACTOR INFORMATION**

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

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

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

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

Negotiated County Rate:

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

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

- 1,610.5 Hours of legal services for Foster Care Services, Child Protective Services, Adult Protective Services @ \$100. per hour = \$161,050.00  
50 Hours of legal services for Child Support Establishment and Enforcement @ \$85. per hour = \$4,250.00  
12 Months of Supervision of the Agency Paralegal @\$100. per month = \$1,200.00.

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

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

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

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

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

7/19/20  
\_\_\_\_\_  
**Date**

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

7.10.2020  
\_\_\_\_\_  
**Date**

## ATTACHMENT C

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

Sampson County Department of Social Services

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

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

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


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

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

#### **Certification Regarding Nondiscrimination**

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

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

  
\_\_\_\_\_  
Signature – Frank L. Bradshaw      Title President  
\_\_\_\_\_  
Warrick, Bradshaw & Lockamy, P.A.      Date 7/19/22  
Agency/Organization

(Certification signature should be same as Contract signature.)

## ATTACHMENT D

### Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

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

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

Approved by:

Warrick, Bradshaw & Lockamy, P.A.  
Name of Organization

Signature - Frank L. Bradshaw

7/19/20  
Date

**NOTARIZED CONFLICT OF INTEREST POLICY**

State of North Carolina

County of Sampson

I, Jason E. Pate, Notary Public for said County and State, certify that Frank L. Bradshaw personally appeared before me this day and acknowledged that he/she is President of Warrick, Bradshaw & Lockamy, P.A. and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 1st day of July, 2020.

Sworn to and subscribed before me this 14th day of July, 20.



Jason E. Pate  
Notary Public Signature

My Commission expires 06-01, 2025

**ATTACHMENT E  
NO OVERDUE TAX DEBTS**

**WARRICK, BRADSHAW & LOCKAMY, P.A.**

P O Box 1216  
Clinton, NC 28329  
(910) 590-2900

July 1, 2020

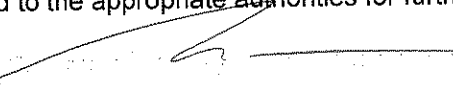
To: Sampson County Department of Social Services

**Certification:**

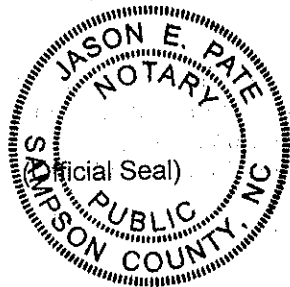
I certify that Warrick, Bradshaw & Lockamy, P.A. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable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


**Sworn Statement:**

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

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

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



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

My Commission expires 06-01, 2025

<sup>1</sup> G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement." 57



**ATTACHMENT F**

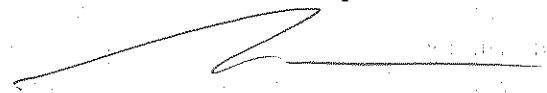
**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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



Signature - Frank L. Bradshaw

President

Title

Warrick, Bradshaw & Lockamy, P.A.

Agency/Organization

Date

7/19/20

## Attachment G

### Certification Regarding Lobbying

Sampson County Department of Social Services

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

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

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

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

#### **Paragraph A.**

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

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

**Paragraph B.**

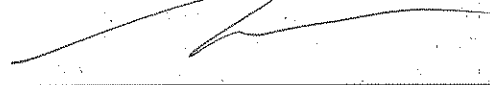
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof,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

**Paragraph C.**

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

**Paragraph D.**

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

  
Signature – Frank L. Bradshaw

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

President

Title

Date

7/19/20

## ATTACHMENT H

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

Sampson County Department of Social Services

#### Instructions for Certification


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

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

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

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

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

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

Warrick, Bradshaw & Lockamy, P.A.      7/14/20  
Agency/Organization      Date

## ATTACHMENT I

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

Sampson County Department of Social Services

This Agreement is made effective the 1<sup>st</sup> day of July, 2020, by and between Sampson County Department of Social Services ("Covered Entity") and Warrick, Bradshaw & Lockamy, P.A. ("Business Associate") (collectively the "Parties").

#### 1. BACKGROUND

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

#### 2. DEFINITIONS

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

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

#### 3. OBLIGATIONS OF BUSINESS ASSOCIATE

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

#### 4. PERMITTED USES AND DISCLOSURES

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

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

## 5. TERM AND TERMINATION


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

## 6. GENERAL TERMS AND CONDITIONS

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



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

SIGNATURE: 

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

Date: 7/17/20

Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

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

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

Certifications

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

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Contractor's Name: Warrick, Bradshaw & Lockamy, P.A.

---

Signature of Contractor's Authorized Agent



Date

7/14/20

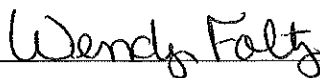
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Printed Name of Contractor's Authorized Agent  
Frank L. Bradshaw

Title  
President

---

Signature of Witness



Title  
Paralegal I

7-14-2020

---

Printed Name of Witness  
Wendy Foltz

Date

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

## ATTACHMENT N

### Sampson County Department of Social Services/Human Services

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

##### **Certification Regarding Nondiscrimination**

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

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

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

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

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

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

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

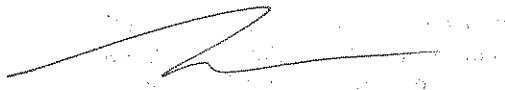
#### **IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)**

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

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

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

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



Signature – Frank L. Bradshaw

Warrick, Bradshaw & Lockamy, P.A.

Agency/Organization

President

Title

Date

7/14/20

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

**CONTRACT PROVIDER NAME:** Warrick, Bradshaw & Lockamy, PA

**CONTRACT NUMBER:** 2

**CONTRACT PERIOD:** July 1, 2020 - June 30, 2021

**PROVIDER'S FISCAL YEAR:** January 1 - December 31

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

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

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

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

FINANCIAL ASSISTANCE

PURCHASE SERVICE

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

7-10-2020  
\_\_\_\_\_  
DATE

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

July 10, 2020  
\_\_\_\_\_  
DATE

Revised effective 7-1-2013

**Contract #3 Fiscal Year Begins July 1, 2020 Ends June 30, 2021  
Attorney – Legal Services**

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

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

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

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

- 2. Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
- 3. Effective Period:** This contract shall be effective on July 1, 2019 and shall terminate on June 30, 2020. This contract must be twelve months or less.
- 4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
- 5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$60,350.00 for the fiscal year. This amount consists of \$39,831.00 in Federal funds, \$0 in State Funds, \$20,519.00 in County funds

a. There are no matching requirements from the Contractor.

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

In-kind

Cash

Cash and In-kind

Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.

**6. Reversion of Funds:**

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.



**7. Reporting Requirements:**

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

**8. Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

**9. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

**For the County:**

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

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Tiffany N. Naylor, Owner	Name & Title	Tiffany N. Naylor, Owner
Company Name	The Law Office of Tiffany N. Naylor	Company Name	The Law Office of Tiffany N. Naylor
Mailing Address	PO Box 2148	Street Address	600 Sunset Avenue
City State Zip	Clinton, NC 28329	City State Zip	Clinton, NC 28328
Telephone	910-299-0935		
Cell Phone	910-990-7586		
Fax	910-338-3676		
Email	tiffany@tiffanynaylorlaw.com		

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

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

**11. Disbursements:**

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

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

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

**12. Outsourcing to Other Countries:**

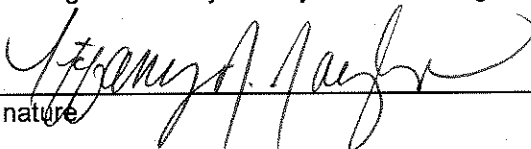
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

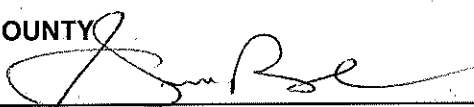
**13. Federal Certifications:**

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

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

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

  
 Signature \_\_\_\_\_ Date 7-15-2020  
 Tiffany N. Naylor \_\_\_\_\_ Owner  
 Printed Name \_\_\_\_\_ Title

**COUNTY**  
  
 Signature (must be legally authorized to sign contracts for DSS) \_\_\_\_\_ Date 7.10.2020  
 Sarah W. Bradshaw \_\_\_\_\_ DSS Director  
 Printed Name \_\_\_\_\_ Title

Signature (must be legally authorized to sign contracts for County) \_\_\_\_\_ Date \_\_\_\_\_  
 Edwin W. Causey \_\_\_\_\_ County Manager  
 Printed Name \_\_\_\_\_ Title

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

Signature of County Finance Officer \_\_\_\_\_ Date \_\_\_\_\_  
 David K. Clack

**Attachment A  
General Terms and Conditions**

**Relationships of the Parties**

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

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

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

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

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

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

**Indemnity and Insurance**

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

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

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

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

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

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

#### Transportation of Clients by Contractor:

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

### Default and Termination

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

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

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

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

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

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

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

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

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

### **Compliance with Applicable Laws**

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

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

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

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

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

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

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

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

### **Confidentiality**

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

### **Oversight**

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

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

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

### Warranties and Certifications

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

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

### E-Verify

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

### Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT B  
SCOPE OF WORK**

**Contract #3**

**Federal Tax Id. 45-5259319**

**A. CONTRACTOR INFORMATION**

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

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

1. Child Support Establishment and Enforcement – (App Code 361) – Attorney services for the representation of the Child Support Enforcement Unit under the Department of Social Services for any and all required representation.

**SECONDARY LEGAL SERVICES IN CONFLICT OF INTEREST CASES FOR:**

2. Foster Care Services for Children - (SIS Code 100) – Attorney services to facilitate permanency planning for a child in the custody of the agency.
3. Protective Services for Children – (SIS Code 210) – Attorney services to represent the agency where court action is necessary to protect children as part of protective services – (Family Services manual, Volume I, Chapter VIII).
4. Protective Services for Adults – (SIS Code 200) – Attorney services to represent the agency where court action is necessary to protect adults as part of protective services – (Family Services manual, Volume IV, Chapter XVI).

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

Negotiated County Rate:

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

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

710 Hours of legal representation for Child Support Establishment and Enforcement, Foster Care Services, Child Protective Services, and Adult Protective Services @ \$85. per hour for a total of \$60,350.00 for the contract period.

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

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

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

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

  
Sarah W. Bradshaw

Date

7-10-2020

  
Tiffany N. Naylor

Date

7-15-2020

## ATTACHMENT C

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

Sampson County Department of Social Services

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

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

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

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

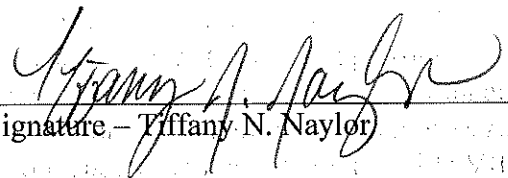
False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment  
**45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

#### **Certification Regarding Nondiscrimination**

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



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

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

\_\_\_\_\_  
Owner  
Title  
  
\_\_\_\_\_  
7-15-2020  
Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT D

### Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

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

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

Approved by:

The Law Office of Tiffany N. Naylor  
Name of Organization

*Tiffany N. Naylor*  
Signature - Tiffany N. Naylor

7-15-2020  
Date

**NOTARIZED CONFLICT OF INTEREST POLICY**

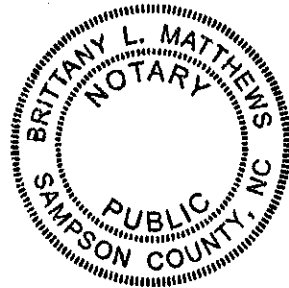
State of North Carolina

County of Sampson

I, Brittany L. Matthews, Notary Public for said County and State, certify that Tiffany N. Naylor personally appeared before me this day and acknowledged that he/she is Owner of The Law Office of Tiffany N. Naylor and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 1st day of July, 2020.

Sworn to and subscribed before me this 15<sup>th</sup> day of July, 2020

(Official Seal)



*Brittany L. Matthews*  
Notary Public Signature

My Commission expires March 29, 2021

**ATTACHMENT E  
NO OVERDUE TAX DEBTS**

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

~~6000 Sunset Ave.~~ ~~500 College Street~~; PO Box 2148  
Clinton, NC 28329  
(910) 299-0935

July 1, 2020

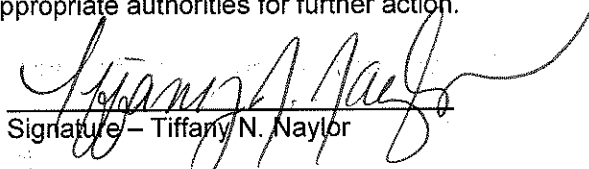
To: **Sampson County Department of Social Services**

**Certification:**

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

**Sworn Statement:**

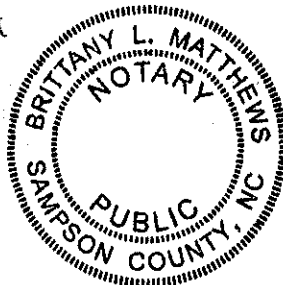
Tiffany N. Naylor being duly sworn, say that I am the Owner of The Law Office of Tiffany N. Naylor of Clinton in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand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

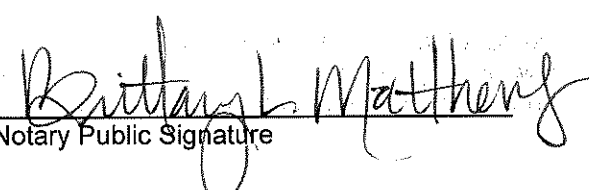
  
Signature - Tiffany N. Naylor

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

STATE OF NORTH CAROLINA  
COUNTY OF SAMPSON

(Official Seal)



  
Notary Public Signature

My Commission expires March 29, 20 21

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

**ATTACHMENT F**

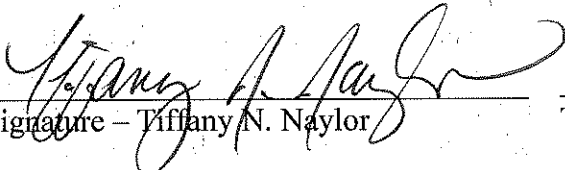
**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

 Signature – Tiffany N. Naylor	Owner Title
The Law Office of Tiffany N. Naylor Agency/Organization	7-15-2020 Date

## Attachment G

### Certification Regarding Lobbying

Sampson County Department of Social Services

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

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

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

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

#### Paragraph A.

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

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

**Paragraph B.**

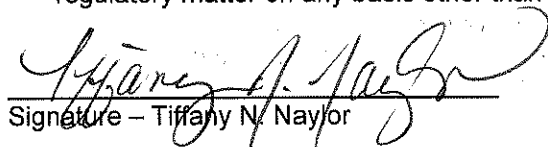
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof,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

**Paragraph C.**

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

**Paragraph D.**

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

  
Signature – Tiffany N. Naylor

The Law Office of Tiffany N. Naylor  
Agency/Organization

Owner  
Title

7-15-2020  
Date

## ATTACHMENT H

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

Sampson County Department of Social Services

#### Instructions for Certification

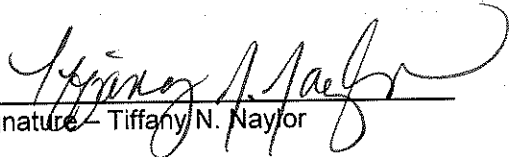
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined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



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

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

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

  
Signature - Tiffany N. Naylor

Owner  
Title

The Law Office of Tiffany N. Naylor  
Agency/Organization

7-15-2020  
Date

## ATTACHMENT I

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

Sampson County Department of Social Services

This Agreement is made effective the 1<sup>st</sup> day of July, 2020, by and between Sampson County Department of Social Services (“Covered Entity”) and The Law Office of Tiffany N. Naylor (“Business Associate”) (collectively the “Parties”).

#### 1. BACKGROUND

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

#### 2. DEFINITIONS

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

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

### 3. OBLIGATIONS OF BUSINESS ASSOCIATE

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

### 4. PERMITTED USES AND DISCLOSURES

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

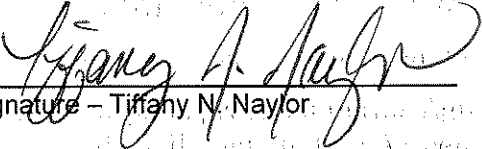
- 1) disclosures are Required By Law; or
  - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person,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

## 5. TERM AND TERMINATION

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

**6. GENERAL TERMS AND CONDITIONS**

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

  
Signature – Tiffany N. Naylor      Owner \_\_\_\_\_  
Title \_\_\_\_\_  
The Law Office of Tiffany N. Naylor      Date 7-15-2020  
Agency/Organization

## Attachment M

# State Certification

### Contractor Certifications Required by North Carolina Law

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

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

### Certifications

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

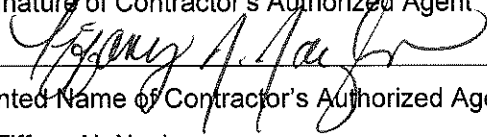
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Contractor's Name: The Law Office of Tiffany N. Naylor

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Signature of Contractor's Authorized Agent

Date



9-15-2020

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Printed Name of Contractor's Authorized Agent

Title

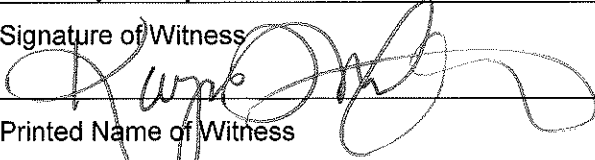
Tiffany N. Naylor

Owner

---

Signature of Witness

Date



7/15/2020

---

Printed Name of Witness

Title

Kay W. Stafford

Child Support Supervisor II

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

## ATTACHMENT N

Sampson County Department of Social Services/Human Services

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

#### Certification Regarding Nondiscrimination

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

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

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

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

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

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



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

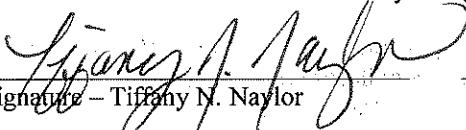
#### **IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)**

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

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

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

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

  
Signature – Tiffany N. Naylor

Owner  
Title

The Law Office of Tiffany N. Naylor  
Agency/Organization

7-15-2020  
Date

**CONTRACT PROVIDER NAME:** The Law Office of Tiffany N. Naylor  
**CONTRACT NUMBER:** 3  
**CONTRACT PERIOD:** July 1, 2020 - June 30, 2021  
**PROVIDER'S FISCAL YEAR:** January 1 - December 31

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

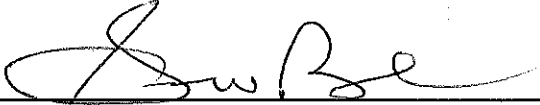
Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase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

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

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

FINANCIAL ASSISTANCE

PURCHASE SERVICE

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

7.10.2020  
\_\_\_\_\_  
DATE

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

July 10 2020  
\_\_\_\_\_  
DATE

Revised effective 7-1-2013



**8. Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

**9. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

**For the County:**

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

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title     Lorie B. Sutton, Director	Name & Title     Lorie B. Sutton, Director
Company Name    Sampson County Dept. of Aging	Company Name   Sampson County Department of Aging
Street Address    405 County Complex Rd, Suite 140	Street Address   405 County Complex Rd, Suite 140
City State Zip     Clinton, NC 28328	City State Zip     Clinton, NC 28328
Telephone         910-592-4653	
Fax                  910-591-2142	
Email                lbsutton@sampsonnc.com	

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

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

**11. Disbursements:**

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

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

**12. Outsourcing to Other Countries:**

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

**13. Federal Certifications:**

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

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

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

Roni B Suttz \_\_\_\_\_ Date: 7-14-2020  
Signature

Lorie B. Sutton \_\_\_\_\_ Aging Director  
Printed Name Title

**COUNTY**

[Signature] \_\_\_\_\_ Date: 7.10.2020  
Signature (must be legally authorized to sign contracts for DSS)

Sarah W. Bradshaw \_\_\_\_\_ DSS Director  
Printed Name Title

\_\_\_\_\_  
Signature (must be legally authorized to sign contracts for County) Date

Edwin W. Causey \_\_\_\_\_ County Manager  
Printed Name Title

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

\_\_\_\_\_  
Signature of County Finance Director – David K. Clack Date

**Attachment A  
General Terms and Conditions**

**Relationships of the Parties**

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

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

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

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

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

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

**Indemnity and Insurance**

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

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

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

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

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

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

#### Transportation of Clients by Contractor:

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

#### Default and Termination

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

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

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

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

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

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

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

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



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

### **Compliance with Applicable Laws**

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

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

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

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

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

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

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

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

### **Confidentiality**

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

### **Oversight**

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

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

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

### Warranties and Certifications

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

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

### E-Verify

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

### Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT B  
SCOPE OF WORK**

Federal Tax Id. 56-6000338

**Contract #5**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Sampson County Department of Aging
2. Telephone Number: 910-592-4653 Fax Number: 910-591-2142 Email: lbsutton@sampsonnc.com
3. Name of Program (s): Adult Day/Health Care Services
4. Status:  Public  Private, Not for Profit  Private, For Profit
5. Contractor's Financial Reporting Year July through June

**B. Explanation of Services to be provided and to whom (include SIS Service Code):**  
Service Code 155 – Day/Health Care Services for Adults – Daily Care means the provision of an organized program of services during the day in a community group setting for the purpose of supporting an adult’s personal independence, and promoting his social, physical, and emotional well-being. Services must include a preadmission health assessment; assistance with activities of daily living including feeding, ambulation, or toileting as needed by individual participants; health care monitoring of each participant’s general health and medical regimen, which includes documenting the periodic assessment of the vital signs, weight, dental health, general nutrition, and hygiene of each participant; documenting and reporting changes in health status to caretakers; assistance to participants and caretakers with medical treatment plans, diets, and referrals as needed; health education programs for all participants and health care counseling tailored to meet the needs of participants and caretakers. Also included are medical examinations required for individual participants admission to day health and periodically thereafter when not otherwise available without cost, food and food services to provide a nutritional meal and snacks as appropriate to the program. Services must be provided in a home or center certified to meet State Standards for adult day health or combination adult day care/adult day health.

**C. Rate per unit of Service (define the unit):**  
 Negotiated County Rate - \$40. per unit for Service Code 155

**D. Number of units to be provided:**  
 84 Units within contract year

**E. Details of Billing process and Time Frames;**  
 The Contractor will bill the Sampson County Department of Social Services monthly for services provided to eligible clients. The Sampson County Department of Social Services is not responsible for units of services provided to clients who are not eligible at the time service is delivered. The Contractor is responsible for contacting the Sampson County Department of Social Services Adult Services Supervisor or Social Worker to ensure a client is eligible prior to providing services to any client. Any services provided to ineligible clients will not be reimbursed by the County to the Contractor. The County will pay the Contractor monthly for eligible services rendered.

**F. Area to be served/Delivery site(s):**  
 Sampson County and other areas as needed or directed by the agency

Lorie B. Sutton  
 Lorie B. Sutton

7-14-2020  
 Date

Sarah W. Bradshaw  
 Sarah W. Bradshaw

7-10-2020  
 Date

## ATTACHMENT C

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

Sampson County Department of Social Services

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

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

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

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

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

#### Certification Regarding Nondiscrimination

**The Vendor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §704), which prohibits discrimination on the basis of handicaps;

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

Lorin B. Smith  
Signature

Aging Director  
Title

Sampson County Department of Aging  
Agency/Organization

7-14-2020  
Date

## ATTACHMENT D

### Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

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

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

Approved by:

Sampson County Department of Aging  
Name of Organization

Lorie B. Sutton  
Signature - Lorie B. Sutton

7-14-2020  
Date

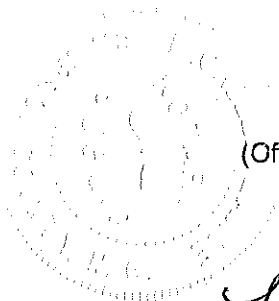
**NOTARIZED CONFLICT OF INTEREST POLICY**

State of North Carolina

County of Sampson

I, Michelle Lance, Notary Public for said County and State, certify that Lorie B. Sutton personally appeared before me this day and acknowledged that he/she is Director of the Sampson County Department of Aging and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 1<sup>st</sup> day of July, 2020.

Sworn to and subscribed before me this 14<sup>th</sup> day of July, 20.



(Official Seal)

Michelle Lance  
Notary Public Signature

My Commission expires November 7, 201

**ATTACHMENT F**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

Lorie B. Sutton  
Signature – Lorie B. Sutton

Aging Director  
Title

Sampson County Department of Aging  
Agency/Organization

7-14-2020  
Date



Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

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

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

Certifications

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

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

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

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

- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
- (b) [Check one of the following boxes]

Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven

country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or

The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

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

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

(6) The undersigned hereby certifies further that:

- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Sampson County Department of Aging

Contractor's Authorized Agent: Signature Lorie B Sutton Date 7-14-2020

Printed Name Lorie B. Sutton Title Aging Director

Witness: Signature Jamie M. Butler Date July 9, 2020

Printed Name Jamie M. Butler Title Accounting Specialist II

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

Attachment N

Sampson County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

**Certification Regarding Nondiscrimination**

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

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

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

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

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

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

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

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

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

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

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

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

Lorie B Sutton  
Signature – Lorie B. Sutton

Aging Director  
Title

Sampson County Department of Aging  
Agency/Organization

7-14-2020  
Date

CONTRACT PROVIDER NAME: Sampson County Department of Aging  
 CONTRACT NUMBER: 5  
 CONTRACT PERIOD: July 1, 2019 - June 30, 2020  
 PROVIDER'S FISCAL YEAR: July - June

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

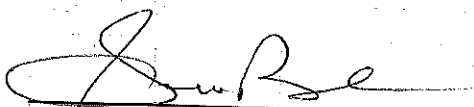
Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase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

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

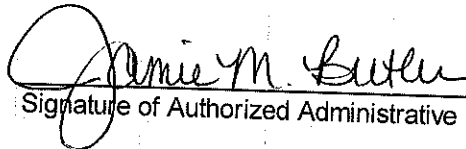
Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract, then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE

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

7.10.2020  
 \_\_\_\_\_  
 DATE

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

July 9, 2020  
 \_\_\_\_\_  
 DATE

**Contract #6 Fiscal Year Begins July 1, 2020 Ends June 30, 2021  
Child Support Civil Officer Services**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Jimmy Thornton, Sheriff of Sampson County (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 56-6000338 and DUNS Number 040044067 (required if funding from a federal funding source).

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (7) Federal Certification Regarding Lobbying (Attachment G)
- (8) Federal Certification Regarding Debarment (Attachment H)
- (9) HIPAA Business Associate Addendum (Attachment I)
- (10) State Certification (Attachment M)
- (11) Certification Regarding Non-Discrimination, Clean Air Act, Clean Water Act (Attachment N)
- (12) Contract Determination Questionnaire (required)

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

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

**3. Effective Period:** This contract shall be effective on July 1, 2020 and shall terminate on June 30, 2021  
This contract must be twelve months or less.

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

**5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$147,894.00. This amount consists of \$97,610.00 in Federal funds (CFDA #93.563), \$0.00 in State Funds, \$50,284.00 in County funds

a. There are no matching requirements from the Contractor.

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

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

The contributions from the Contractor shall be sourced from non-federal funds.

**6. Reversion of Funds:**

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

**7. Reporting Requirements:**

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

**8. Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

**9. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

**For the County:**

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

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Jimmy Thornton,	Name & Title	Jimmy Thornton,
Company Name	Sampson County Sheriff	Company Name	Sampson County Sheriff
Mailing Address	112 Fontana Street	Mailing Address	112 Fontana Street
City State Zip	Clinton, NC 28328	City State Zip	Clinton, NC 28328
Telephone	910-592-4141		
Fax	910-592-8641		
Email	sampsonsheriff.com		

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

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

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

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



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

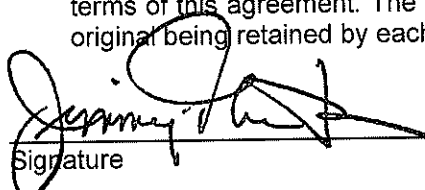
**12. Outsourcing to Other Countries:**


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

**13. Federal Certifications:**

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

**14. Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

  
Signature \_\_\_\_\_ Date 7/22/2020  
Jimmy Thornton \_\_\_\_\_ Sheriff  
Printed Name \_\_\_\_\_ Title

**COUNTY**  
  
Signature (must be legally authorized to sign contracts for DSS) \_\_\_\_\_ Date 7.10.2020  
Sarah W. Bradshaw \_\_\_\_\_ DSS Director  
Printed Name \_\_\_\_\_ Title

Signature (must be legally authorized to sign contracts for County) \_\_\_\_\_ Date  
Edwin W. Causey \_\_\_\_\_ County Manager  
Printed Name \_\_\_\_\_ Title

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

Signature of County Finance Director \_\_\_\_\_ Date  
David K. Clack

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

**Relationships of the Parties**

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

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

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

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

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

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

**Indemnity and Insurance**

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

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

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

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle - owned, hired, or non-

owned -- unless the vehicle is used in the performance of this contract.

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

#### Transportation of Clients by Contractor:

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

### Default and Termination

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

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable

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

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

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

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

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

### Intellectual Property Rights

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

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

### **Compliance with Applicable Laws**

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

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

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

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

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

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

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

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

### **Confidentiality**

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

### **Oversight**

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

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

### Warranties and Certifications

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

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

### E-Verify

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

### Miscellaneous

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT B  
SCOPE OF WORK**

**Contract #6**

**Federal Tax Id. 56-6000338**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Jimmy Thornton, Sheriff of Sampson County
2. *If different* from Contract Administrator Information in General Contract: Address SAME
3. Name of Program (s): Child Support Civil Officer Services
4. Status:  Public  Private, Not for Profit  Private, For Profit
5. Contractor's Financial Reporting Year July 1 through June 30

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

1. Complete Service of Process of all Sampson County Child Support Legal Documents on subjects located within Sampson County with 80% of two (2) full-time Deputies work schedule allotted to this function.
2. Perform "Round-Ups" of Outstanding Orders for Arrest as needed each year.
3. Transport Prisoners to and from the Jail to Child Support Court; and transport prisoners to Sampson County jail when orders for arrest are executed in other counties.
4. Administrative Duties to include but not limited to daily pick-up of legal documents from Child Support Office and return of legal documents already processed; logging documents into the Sheriff Dept.'s automated system and disburse to appropriate Deputies for Service of Process, complete preliminary locate activities to include review of the Sampson County Court Dockets and Jail Listing; various other administrative functions as needed.
5. Provide monthly reports of logs of Service of Process completed and/or Returns on Sampson County Child Support Documents.
6. The Deputy Sheriff's shall communicate regularly with the Director of the Department and/or Child Support Program Manager which includes but is not limited to regular meetings to be conducted at least quarterly, consultation before employing or assigning the personnel referred to herein.
7. Maintain a 90% Service of Process rate of Sampson County Child Support Legal Documents.
8. That the Sheriff agrees to comply with all requirements of Sections of Chapter 110 of the North Carolina General Statutes and the unites States Public Laws, particularly 93-647 and the regulations promulgated pursuant thereto relating to the performance of the services of process and arrest, including but not limited to, maintaining such records as required by the Federal funding agency in order to qualify these expenditures for reimbursement and to insure such records are made available for Federal and State auditors when and if required.

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

Negotiated County Rate: \$34.00 per hour for all services rendered

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

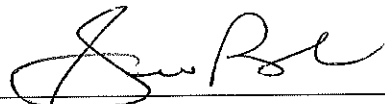
4349.83 Hours

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

The Sheriff's Office will submit an invoice to the Sampson County Department of Social Services monthly for \$12,324.50. Sampson County DSS will submit the invoice to the Sampson County Finance Office for a transfer of funds by journal entry.

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

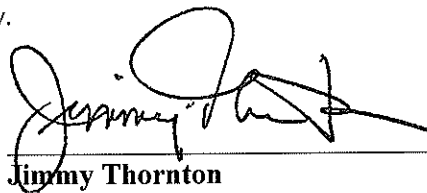
Sampson County and other areas as needed or directed by the agency.



Sarah W. Bradshaw

7-18-2020

Date



Jimmy Thornton

7/22/2020

Date

**ATTACHMENT C**

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

Sampson County Department of Social Services

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

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

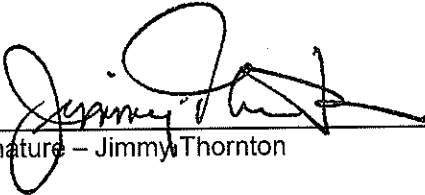
- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:  
Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina as deemed necessary.

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

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

**Certification Regarding Nondiscrimination**

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

  
\_\_\_\_\_  
Signature – Jimmy Thornton

\_\_\_\_\_  
Sheriff  
Title

\_\_\_\_\_  
Jimmy Thornton, Sheriff of Sampson County  
Agency/Organization

\_\_\_\_\_  
7/22/2020  
Date

(Certification signature should be same as Contract signature.)



## ATTACHMENT D

### Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

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

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

Approved by:

Jimmy Thornton, Sheriff of Sampson County  
Name of Organization

[Signature]  
Signature - Jimmy Thornton

7/22/2020  
Date

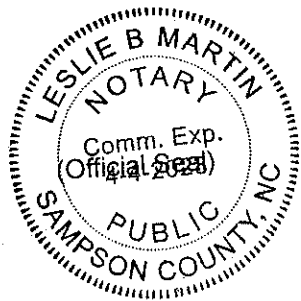
**NOTARIZED CONFLICT OF INTEREST POLICY**

State of North Carolina

County of Sampson

I, Leslie B Martin, Notary Public for said County and State, certify that Jimmy Thornton personally appeared before me this day and acknowledged that he/she is Sheriff of Sampson County and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 1st day of July, 2020.

Sworn to and subscribed before me this 22 day of July 2020



[Signature]  
Notary Public Signature

My Commission expires 4/4, 2023

**ATTACHMENT F**

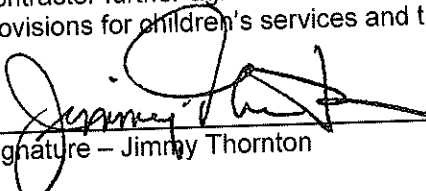
**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Sampson County Department of Social Services/Human Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

  
\_\_\_\_\_  
Signature – Jimmy Thornton

\_\_\_\_\_  
Sheriff  
Title

Jimmy Thornton, Sheriff of Sampson County  
Agency/Organization

7/22/2020  
Date

(Certification signature should be same as Contract signature.)

**ATTACHMENT G**

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

**Certification Regarding Lobbying**

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

**Paragraph A.**

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

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

**Paragraph B.**

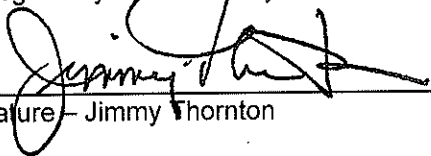
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof,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

**Paragraph C.**

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

**Paragraph D.**

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

  
 \_\_\_\_\_  
 Signature - Jimmy Thornton  
 Jimmy Thornton, Sheriff of Sampson County  
 Agency/Organization

\_\_\_\_\_  
 Sheriff  
 Title  
 7/22/2020  
 \_\_\_\_\_  
 Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT H

### Sampson County Department of Social Services/Human Services

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

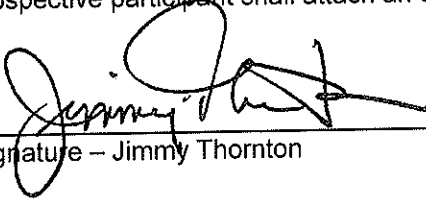
##### Instructions for Certification

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

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

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

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

  
\_\_\_\_\_  
Signature – Jimmy Thornton

\_\_\_\_\_  
Sheriff  
Title

Jimmy Thornton, Sheriff of Sampson County  
Agency/Organization

7/22/2020  
Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT I

Sampson County Department of Social Services/Human Services

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

This Agreement is made effective the 1<sup>st</sup> day of July, 2020, by and between Sampson County Department of Social Services ("Covered Entity") and Jimmy Thornton, Sheriff of Sampson County ("Business Associate") (collectively the "Parties").

#### 1. BACKGROUND

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

#### 2. DEFINITIONS

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

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

#### 3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.



- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Sampson County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Sampson County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

#### 4. PERMITTED USES AND DISCLOSURES

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

#### 5. TERM AND TERMINATION

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

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

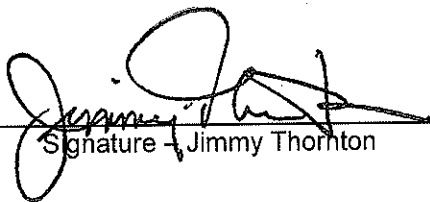
c. **Effect of Termination.**

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

**6. GENERAL TERMS AND CONDITIONS**

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

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

  
Signature - Jimmy Thornton

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

7/22/2020

Rev. 6-7-2015

## Attachment M

### State Certification

#### Contractor Certifications Required by North Carolina Law

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

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

#### Certifications

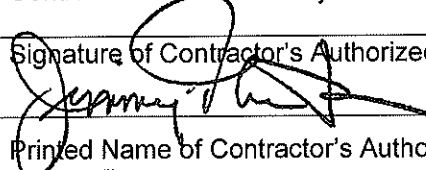
- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3,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

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Contractor's Name: Jimmy Thornton, Sheriff of Sampson County.

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Signature of Contractor's Authorized Agent

  
Printed Name of Contractor's Authorized Agent  
Jimmy Thornton

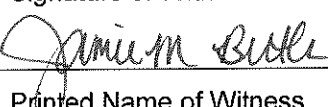
Date

7/22/2020

Title  
Sheriff

---

Signature of Witness

  
Printed Name of Witness

Jamie M Butler

Title

Accounting Specialist II

Date

July 22, 2020

---

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

## ATTACHMENT N

### Sampson County Department of Social Services/Human Services

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

##### **Certification Regarding Nondiscrimination**

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

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

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

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

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local

Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

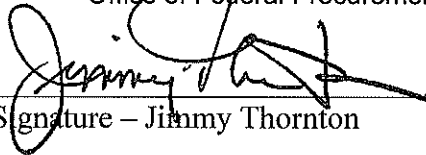
#### **IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)**

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

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

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
  - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
  - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

  
\_\_\_\_\_  
Signature – Jimmy Thornton

Jimmy Thornton, Sheriff of Sampson County  
Agency/Organization

Sheriff  
\_\_\_\_\_  
Title  
  
7/22/2020  
\_\_\_\_\_  
Date

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

**CONTRACT PROVIDER NAME:** Jimmy Thornton, Sheriff of Sampson County

**CONTRACT NUMBER:** 6

**CONTRACT PERIOD:** J July 1, 2020 - June 30, 2021

**PROVIDER'S FISCAL YEAR:** July - June

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

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

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

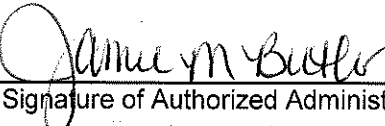
Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE

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

7.10.2020  
\_\_\_\_\_  
DATE

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

July 10 2020  
\_\_\_\_\_  
DATE



**Contract #7 Fiscal Year Begins July 1, 2020 Ends June 30, 2021  
Juvenile Court Officer/Investigator**

This contract is hereby entered into this **1<sup>st</sup> day of July, 2020** by and between the **Sampson County Department of Social Services**, party of the first part, hereinafter referred to as "Department", **Jimmy Thornton, Sheriff of Sampson County**, party of the second part, hereinafter referred to as "Sheriff", and **County of Sampson**, party of the third part, herein after referred to as "County". The Contractor's federal tax identification number is 56-6000338 and DUNS Number 040044067 (required if funding from a federal funding source).

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) Cost of Service (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (7) Federal Certification Regarding Lobbying (Attachment G)
- (8) Federal Certification Regarding Debarment (Attachment H)
- (9) HIPAA Business Associate Addendum (Attachment I)
- (10) State Certification (Attachment M)
- (11) Certification Regarding Non-Discrimination, Clean Air Act, Clean Water Act (Attachment N)
- (12) Contract Determination Questionnaire (required)

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

**WITNESSETH:**

**WHEREAS**, the Sampson County Department of Social Services desires to enter into a contract with the Sheriff of Sampson County for services as a process server and other services as necessary for the agency.

**AND, WHEREAS**, the Sampson County Department of Social Services, the Agency designated by the Sampson County Board of Commissioners to operate a Child Protective Services Unit and program within Sampson County.

**AND, WHEREAS**, the general citizenry of Sampson County and the State, as a whole, would be more adequately served by performance of the terms of this contract, which would enable the more effective and efficient investigation and prosecution of child safety/welfare cases within Sampson County;

**AND WHEREAS**, the parties desire to reduce their agreement to writing, containing all the terms and conditions therein, and agree that the same is fair, just, equitable, and reasonable;

**NOW, THEREFORE**, TO THAT END and in consideration of the mutual covenants and agreements contained hereinafter, the parties agree as follows:

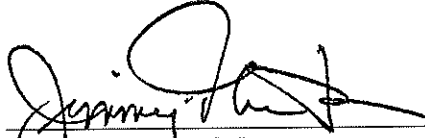
1. That this Contract shall become effective the **1<sup>st</sup> day of July, 2020**, and shall exist and continue in effect until the **30<sup>th</sup> day of June, 2021**, and be subject to automatic renewal each year thereafter unless terminated in writing by either party 30 days prior to the expiration date. The total amount paid by the

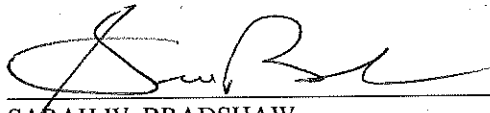
Sampson County Department of Social Services to the Sampson County Sheriff under this contract shall **not exceed \$76,884.** (See Attachment B). **This amount consists of \$38,442. in Federal funds (CFDA #93.658), \$19,221. in State Funds, \$19,221. In County Funds**

2. The Deputy Sheriff hired by the Sheriff to perform the services of this Contract shall devote their time as determined by the Sheriff to services for the Child Protective Services Unit. The Sheriff shall be responsible for providing all process and arrest services that arise pursuant to Chapters 7B and 14 of the North Carolina General Statutes and the United States Public Laws.
3. That the Deputy Sheriff hired by the Sheriff to perform the services of this Contract shall be flexible in their hours of work including, but not limited to, night duty when necessary as determined by the Sheriff and the Sampson County Department of Social Services, not to exceed one hundred eighty-four (184) hours per pay period. Should the Department determine that services performed by the Deputy Sheriff under the terms of this Contract are unsatisfactory, the Sheriff shall immediately be notified and make any necessary changes to correct the situation within thirty (30) days.
4. The Sheriff shall be responsible for the purchase of any and all equipment needed for the Deputy Sheriff. The Sheriff will include in his budget the total cost including salary and equipment needs described in Attachment A. The Sheriff will bill the Department monthly 1/3<sup>rd</sup> of the total annual cost related to the Deputy Sheriff position. The Department shall be billed by the 5<sup>th</sup> of each month.
5. That the Sheriff agrees to comply with all requirements of Sections of Chapters 7B and 14 of the North Carolina General Statutes and the United States Public Laws, and the regulations promulgated pursuant thereto relating to the performance of the services of process and arrest, including, but not limited to, maintaining such records as required by the Federal funding agency in order to qualify these expenditures for reimbursement and to insure such records are made available for Federal and State auditors when and if required;
6. The Department of Social Services agrees that the Sheriff may use the Deputy Sheriff for other duties that he considers emergencies:
  - a. The Department of Social Services will not be responsible for any overtime arising from such duties.
  - b. The Sheriff agrees to provide services from other deputies until child protective service matters are current if a backlog results from the utilization of the Deputy Sheriff for other duties.
7. That the Deputy Sheriff shall be covered by the County's liability insurance policy.
8. That Deputy Sheriff shall communicate regularly with the Child Protective Services Supervisor and case workers to provide any documentation of services provided by the Deputies upon request of Child Protective Services Supervisor. This will include, but not limited to, monthly reports of clients contacted, constant feedback on service efforts, etc.
9. That either party may terminate this Contract for any reason with a thirty (30) day written notice of termination.
10. The Sheriff shall consult with the Director of the Department before employing or assigning the Deputy Sheriff referred to herein.

11. The parties to this Contract agree and understand that the payment of sums required by the positions in this Contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Department of Social Services and Sampson County.

IN WITNESS WHEREOF, the parties of this Contract have executed this Contract in triplicate originals, one of which is to be retained by the County, one by the Sheriff, and one by the Department, by authority dully given by their respective governing board.

BY:   
JIMMY THORNTON  
SHERIFF

BY:   
SARAH W. BRADSHAW  
DEPARTMENT OF SOCIAL SERVICES

BY: \_\_\_\_\_  
EDWIN W. CAUSEY  
COUNTY MANAGER

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

BY: \_\_\_\_\_  
DAVID K. CLACK  
FINANCE OFFICER

**Attachment A  
General Terms and Conditions**

**Relationships of the Parties**

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

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

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

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

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

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

**Indemnity and Insurance**

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

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

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

The Contractor is not required to provide and maintain automobile liability

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

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

#### Transportation of Clients by Contractor:

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

#### Default and Termination

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

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

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

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

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

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

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

#### Intellectual Property Rights

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

**Federal Intellectual Property Bankruptcy Protection**

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

**Compliance with Applicable Laws**

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

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

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

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

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

**Trafficking Victims Protection Act of 2000 :**

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

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

**Confidentiality**

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

**Oversight**

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

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

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

### Warranties and Certifications

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

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

### E-Verify

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

### Miscellaneous

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

validity, construction, interpretation, and enforcement shall be determined.

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

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

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

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

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

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

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

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

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

**ATTACHMENT B**

**Sheriff/DSS Agreement - Juvenile  
 FY 2018-2019**

Description	Rate	Worley
Salary	Yearly	\$43,788
Fica	0.062	\$2,715
Medicare	0.0145	\$635
LE Retirement	0.0864	\$3,783
401K	0.05	\$2,189
Insurance	734./mo.	\$8,808
Dental	30./mo.	\$360
Cafeteria	Yearly	\$60
Workers Comp.	0.034	\$1,489
Liability Ins.	Yearly	\$538
Employee Asst.	Yearly	\$12
<b>Salary &amp; Benefits Subtotal</b>		<b>\$64,377</b>
Annual CAC Conference	Yearly	\$450
Uniforms	Yearly	\$830
Batteries	Yearly	\$45
Pepper Spray	Yearly	\$28
Cell Phone	Yearly	\$460
Gas (\$1,000 x 12)	Yearly	\$10,000
Tires	Yearly	\$550
Oil Changes	Yearly	\$144
<b>Training, Uniforms &amp; Equipment Subtotal</b>		<b>\$12,507</b>
<b>Yearly Total</b>		<b>\$76,884</b>

<b>MONTHLY INVOICE TO BE SUBMITTED FOR:</b>		
Monthly Child Prot. Serv.	\$6,407.00	For 12 Months



### ATTACHMENT C

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

Sampson County Department of Social Services

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

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

- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:
- 1. Sampson County DSS
  - 2. Sampson County Sheriff Offices
  - 3. Sampson County Court Facilities
  - 4. Any other fieldwork sites within Sampson County

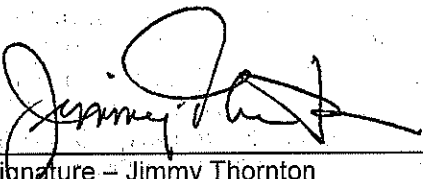
Contractor will inform the County of any additional sites for performance of work under this agreement.

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

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

**Certification Regarding Nondiscrimination**

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

  
\_\_\_\_\_  
Signature – Jimmy Thornton

Sheriff  
\_\_\_\_\_  
Title

Jimmy Thornton, Sheriff of Sampson County  
Agency/Organization

7/22/2020  
\_\_\_\_\_  
Date

## ATTACHMENT D

### Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

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

Approved by:

Jimmy Thornton, Sheriff of Sampson County

Name of Organization

*Jimmy Thornton*  
Signature Jimmy Thornton

7/22/2020  
Date

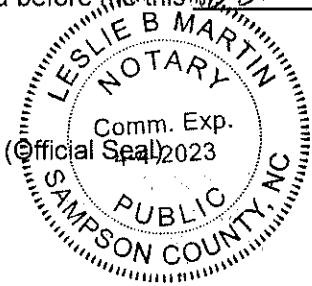
NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, Leslie B Martin, Notary Public for said County and State, certify that Jimmy Thornton personally appeared before me this day and acknowledged that he/she is Sheriff of Sampson County and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 1<sup>st</sup> day of July, 2020.

Sworn to and subscribed before me this 22 day of July, 2020



*Leslie B Martin*  
Notary Public

My Commission expires 4/4, 2023

**ATTACHMENT F**

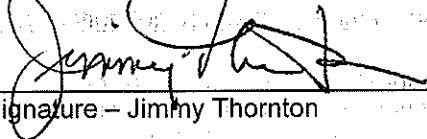
**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Sampson County Department of Social Services/Human Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

  
Signature – Jimmy Thornton

Sheriff  
Title

Jimmy Thornton, Sheriff of Sampson County  
Agency/Organization

7/22/2020  
Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT G

### Sampson County Department of Social Services/Human Services

#### Certification Regarding Lobbying

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

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

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

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

#### **Paragraph A.**

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

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

#### **Paragraph B.**

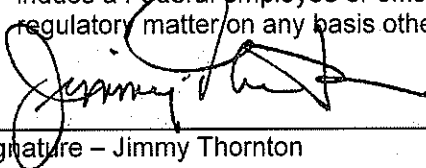
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof,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

**Paragraph C.**

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

**Paragraph D.**

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

  
\_\_\_\_\_  
Signature – Jimmy Thornton

Jimmy Thornton, Sheriff of Sampson County  
Agency/Organization

\_\_\_\_\_  
Sheriff  
Title  
7/22/2020  
\_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT H

### Sampson County Department of Social Services/Human Services

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

##### Instructions for Certification

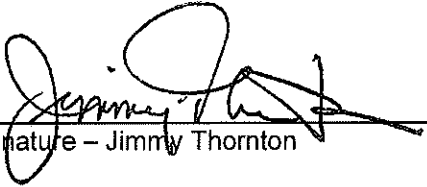
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined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

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

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

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



  
\_\_\_\_\_  
Signature – Jimmy Thornton

\_\_\_\_\_  
Sheriff  
Title

\_\_\_\_\_  
Jimmy Thornton, Sheriff of Sampson County  
Agency/Organization

\_\_\_\_\_  
7/22/2020  
Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT I

Sampson County Department of Social Services/Human Services

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

This Agreement is made effective the 1<sup>st</sup> day of July, 2020, by and between Sampson County Department of Social Services ("Covered Entity") and Jimmy Thornton, Sheriff of Sampson County ("Business Associate") (collectively the "Parties").

#### 1. BACKGROUND

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

#### 2. DEFINITIONS

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

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

#### 3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

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

#### 4. PERMITTED USES AND DISCLOSURES

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

#### 5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

- 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

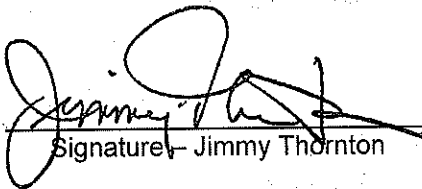
**c. Effect of Termination.**

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

**6. GENERAL TERMS AND CONDITIONS**

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

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

  
Signature - Jimmy Thornton

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

7/22/2010

Rev. 6-7-2015

## Attachment M

### State Certification

#### Contractor Certifications Required by North Carolina Law

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

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

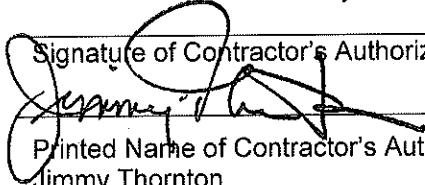
#### Certifications

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

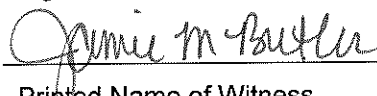
---

Contractor's Name: Jimmy Thornton, Sheriff of Sampson County.

---

Signature of Contractor's Authorized Agent	Date
	7/22/2020
Printed Name of Contractor's Authorized Agent	Title
Jimmy Thornton	Sheriff

---

Signature of Witness	Title
	Accounting Specialist II
Printed Name of Witness	Date
Jamie M Butler	July 22, 2020

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

## ATTACHMENT N

### Sampson County Department of Social Services/Human Services

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

##### **Certification Regarding Nondiscrimination**

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

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

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

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

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

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with

disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

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

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

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

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



CONTRACT PROVIDER NAME: Sampson County Sheriff

CONTRACT NUMBER: 7

CONTRACT PERIOD: July 1, 2020 - June 30, 2021

PROVIDER'S FISCAL YEAR: July - June

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

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

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


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

FINANCIAL ASSISTANCE

PURCHASE SERVICE

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

7.10.2020  
\_\_\_\_\_  
DATE

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

07-10-2020  
\_\_\_\_\_  
DATE

**Contract #12 Fiscal Year Begins July 1, 2020 Ends June 30, 2021  
Attorney – Legal Services**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and The Law Office of Corinne A. Railey (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or is 27-2771949.

1. **Contract Documents:** This Contract consists of the following documents:
  - (1) This contract
  - (2) State Certification (Attachment M)
  - (3) Certification Regarding Non-Discrimination, Clean Air Act, Clean Water Act (Attachment N)
  - (4) Contract Determination Questionnaire
  
2. **Effective Period:** This contract shall be effective July 1, 2020 and shall terminate on June 30, 2021.
  
3. **Contractor's Duties:** The Contractor shall provide the following services for which both the contracted primary and secondary attorneys have a conflict:
  - 1) Child Support Establishment and Enforcement – (App Code 361) – Attorney services for the representation of the Child Support Enforcement Unit under the Department of Social Services for any and all required representation. Duties will be performed in accordance with the approved **rate of \$85.00 per hour of service not to exceed 12 hours** without prior written authorization.
  - 2) CHILD WELFARE: Duties will be performed in accordance with the approved **rate of \$100.00 per hour of service not to exceed 20 hours** without prior written authorization.  
Protective Services for Children – (SIS Code 210) – Attorney services to represent the agency where court action is necessary to protect children as part of protective services – (Family Services manual, Volume I, Chapter VIII).
  - 3) Foster Care Services for Children - (SIS Code 100) – Attorney services to facilitate permanency planning for a child in the custody of the agency.
  
4. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Document. The total amount paid by the County to the Contractor under this contract **shall not exceed \$3,020.00** without prior written authorization. This amount consists of \$1,873.20 in Federal funds (CFDA #93.658), \$100.00 in State Funds, and \$1,046.80 in County funds
  - a. There are no matching requirements from the Contractor.
  
5. **Reversion of Funds:**

The County or the Contractor may terminate this contract without cause by giving 30 days written notice to the other party. Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.
  
6. **Reporting Requirements:**

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

The County Department of Social Services is a Covered Entity under the **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** Privacy, Security and Breach Notification Rules. Any Entity that will contract with the Sampson County Department of Social Services is responsible to maintain and monitor privacy/security procedures and measures in accordance with all federal, state, and local agency privacy/security regulatory requirements. In the event of a suspected or confirmed breach or privacy/security incident involving confidential information, the Contractor will immediately report such breach or incident to the (owning division/office) Privacy and/or Security Official. Breach must be reported within 24 hours unless it involves Social Security Administration (SSA) or Internal Revenue Service (IRS) data, for which breach/incident reporting must occur within one (1) hour. In

accordance with applicable laws/regulations, the Contractor will bear all expenses involved with breach notification as well as citizen notification if applicable.

- 7. Payment Provisions:** Payment shall be made in accordance with the Contract Documents as follows: The Contractor will submit detailed billing to the Sampson County Department of Social Services monthly for services rendered based on the rate of \$85.00 per hour.
- 8. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator.

The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

**For the County:**

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

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title CORINNE A. RAILEY, ATTORNEY AT LAW	Name & Title CORINNE A. RAILEY, ATTORNEY AT LAW
Company Name THE LAW OFFICES OF CORINNE A RAILEY	Company Name THE LAW OFFICES OF CORINNE A RAILEY
Mailing Address P.O. BOX 2440	Street Address 110 EAST MAIN STREET, SUITE 204
City State Zip CLINTON, NC 28329	City State Zip CLINTON, NC 28328
Telephone 910-590-0000	
Fax 910-590-0008	
Email corinnerrailey@gmail.com	

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

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

**11. Disbursements:**

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

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

**12. Outsourcing to Other Countries:**

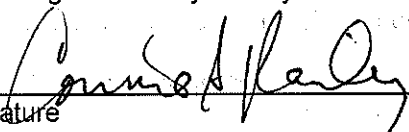
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

**13. Federal Certifications:**

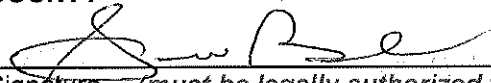
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment,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

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

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

  
Signature \_\_\_\_\_ Date 7-16-2020  
Corinne A. Railey \_\_\_\_\_ Owner  
Printed Name \_\_\_\_\_ Title

**COUNTY**

  
Signature \_\_\_\_\_ (must be legally authorized to sign contracts for DSS) \_\_\_\_\_ Date 7.10.2020  
Sarah W. Bradshaw \_\_\_\_\_ DSS Director  
Printed Name \_\_\_\_\_ Title

Signature \_\_\_\_\_ (must be legally authorized to sign contracts for County) \_\_\_\_\_ Date  
Edwin W. Causey \_\_\_\_\_ County Manager  
Printed Name \_\_\_\_\_ Title

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

Signature of County Finance Officer \_\_\_\_\_ Date  
David K. Clack

## Attachment M State Certification

### Contractor Certifications Required by North Carolina Law

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

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

### Certifications

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

Contractor's Name: The Law Office of Corinne A. Railey

Contractor's Authorized Agent: Signature Corinne A. Railey Date 7-16-2020  
Printed Name Corinne A. Railey Title Owner

Witness: Signature Monica H. Strickland Date 7-16-2020  
Printed Name Monica H Strickland Title Attorney Assistant

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

## ATTACHMENT N

### Sampson County Department of Social Services/Human Services

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

##### Certification Regarding Nondiscrimination

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

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

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

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

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

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where

necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

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

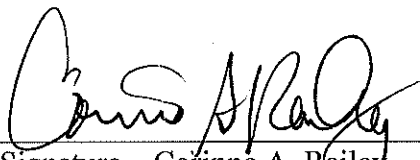
- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is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

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

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



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



Signature – Corinne A. Railey

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

The Law Office of Corinne A. Railey  
Agency/Organization

Date: 7-16-2020

CONTRACT PROVIDER NAME: Law Office of Corine Railey

CONTRACT NUMBER: 30

CONTRACT PERIOD: July 1, 2020 - June 30, 2021

PROVIDER'S FISCAL YEAR: January 1 - December 31

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

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


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

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

FINANCIAL ASSISTANCE

PURCHASE SERVICE

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

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

7-10-2020  
\_\_\_\_\_  
DATE

7-10-2020  
\_\_\_\_\_  
DATE

SAMPSON COUNTY  
**DEPARTMENT OF SOCIAL SERVICES**  
CLINTON, NORTH CAROLINA 28328



360 COUNTY COMPLEX ROAD  
SUITE 100

**Director**  
**Sarah W. Bradshaw**

TELE: (910) 592-7131  
FAX: (910) 592-4297

---

**MEMO**

**TO: Susan Holder**

**FROM: Sarah W. Bradshaw**

**DATE: July 21, 2020**

**SUBJECT: DSS On-Call Policy**

We would like to request a BOC agenda item for the August 2020 meeting, to include approval of our revised On-Call Policy. We respect and honor the guidance and consideration of the BOC. Thank you and have a great day!

SWB: kc

SAMPSON COUNTY DEPARTMENT OF SOCIAL SERVICES

ON CALL POLICY

Effective July 1, 2020

Sampson County DSS is required to receive reports of abuse and neglect for both children and adults. As a result, a Social Worker, Supervisor and Interpreter are on call 24 hours a day, seven days a week. This includes holidays and any other time the agency is closed.

Social Worker & Interpreter Compensation

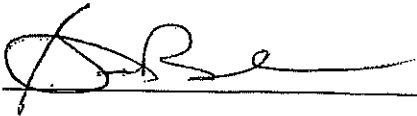
Social Workers and Interpreters will be reimbursed at a rate of \$1 per hour for each hour they complete on-call duties. In addition, should the Social Worker or Interpreter become actively involved in a situation either by telephone or in person, they are given compensatory time.

Social Work Supervisor Compensation

Social Work Supervisors are required to provide support to the On-Call Social Worker. A two level review is required when a decision is made to accept a report or when emergency action is necessary to protect the child or adult.

All Social Work Supervisors assigned to on call duty will be compensated at a rate of \$125 for each week they serve. This is in addition to receiving compensatory time for hours worked.

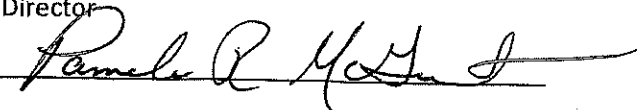
The Sampson County Department of Social Services, the Sampson County DSS Advisory Committee and the Sampson County Board of County Commissioners hereby approve this policy.

  
\_\_\_\_\_

Director

7-9-2020  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Chair, Sampson DSS Advisory Committee

7-21-2020  
\_\_\_\_\_

Date

\_\_\_\_\_  
Chair, Sampson DSS Advisory Committee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, Sampson County Board of Commissioners

\_\_\_\_\_  
Date



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

July 16, 2020

**Division 3, District 2**  
**Duplin/Sampson County**

Dear Ms. Holder,


This office has completed the investigation of Tyson Carriage Lane in Stagecoach Estates Subdivision in Sampson County. We received a request that this road be added to the State System for maintenance.

A field survey has been completed which indicates that the property owner has signed the petition.

We are preparing to add this subdivision road, but I need a resolution from the County Commissioners to move forward with this process. I have enclosed a copy of the map from the Sampson County Mapping Department for your reference.

If you have any questions or concerns please call me at (910) 682-5100 or email at [ckbradshaw@ncdot.gov](mailto:ckbradshaw@ncdot.gov).

Sincerely,

DocuSigned by:  
  
E6E7F67A0D7C43B...

Kevin Bradshaw  
Assistant District Engineer

CKB/ckb

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
DISTRICT ENGINEER'S OFFICE  
220 NORTH BOULEVARD  
CLINTON, NC 28328

*Telephone:* 910-682-5100  
*Fax:* 910-592-8209  
*Customer Service:* 1-877-368-4968

*Location:*  
220 NORTH BOULEVARD  
CLINTON, NC 28328

*Website:* [ncdot.gov](http://ncdot.gov)

**North Carolina Department of Transportation  
Division of Highways  
Request for Addition to State Maintained Secondary Road System**

North Carolina

County of Sampson

Road Description Tyson Carriage Lane in Stagecoach Estates Subdivision

---

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of Sampson requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System, and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of Sampson that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

**CERTIFICATE**

The foregoing resolution was duly adopted by the Board of Commissioners of the County of \_\_\_\_\_ at a meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Official Seal**

Clerk, Board of Commissioners  
County of \_\_\_\_\_

**PLEASE NOTE:**

**Forward direct with request to the Division Engineer, Division of Highways**



1:538 Feet

Search

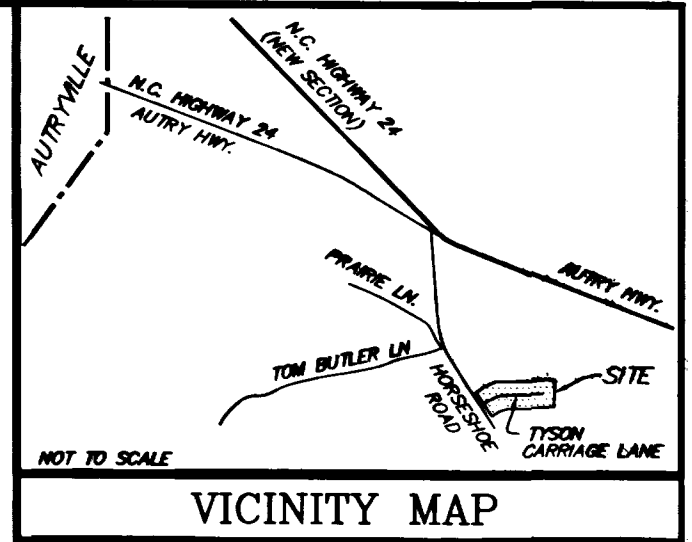
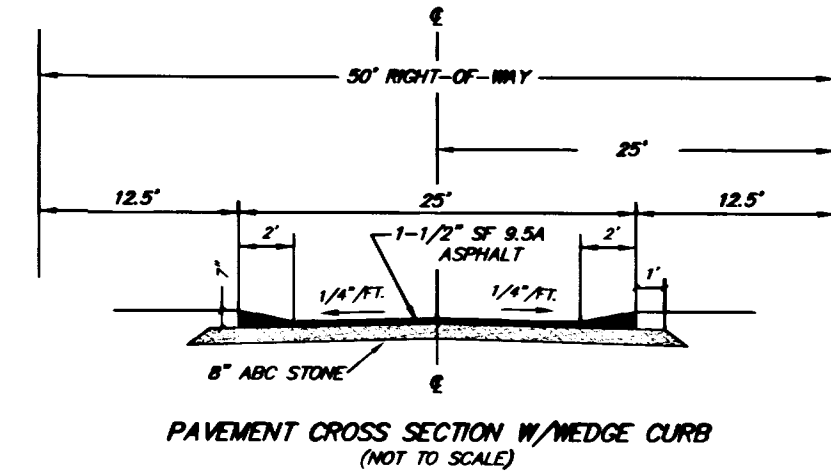




CURVE DATA TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	39.27'	25.00'	S 74°20'00" E	35.36'
C2	113.40'	392.70'	S 69°52'38" W	112.91'
C3	85.64'	392.70'	S 86°02'38" W	85.43'
C4	21.03'	25.00'	N 68°54'19" E	20.41'
C5	42.05'	50.00'	S 68°54'19" W	40.83'
C6	78.54'	50.00'	N 42°00'00" W	70.71'
C7	78.54'	50.00'	N 48°00'00" E	70.71'
C8	42.05'	50.00'	S 62°54'19" E	40.83'
C9	21.03'	25.00'	N 62°54'19" W	20.41'
C10	39.27'	25.00'	S 15°40'00" W	35.36'
C11	11.33'	302.70'	S 61°44'20" W	11.33'
C12	158.49'	302.70'	S 77°54'20" W	157.65'

I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the County of Sampson and that I hereby adopt this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate all streets, alleys, walks, parks, and other sites and easements to public or private use as noted. Furthermore, I hereby dedicate all sanitary sewer, storm sewer and water lines to the County of Sampson.

*Rep. William E. Barefoot* 3/19/2020  
 Owner Date



I, WILLIAM E. BAREFOOT, do hereby certify that this plot was drawn under my supervision from an actual survey made under my supervision using references shown hereon; that the boundaries not surveyed are shown as broken lines plotted from information shown hereon; that the ratio of precision as calculated by latitudes and departures is 1:10,000; that this plot was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 17 TH day of MARCH A.D., 2020.

This survey is of an existing parcel or parcels of land and does not create a new street or change an existing street.

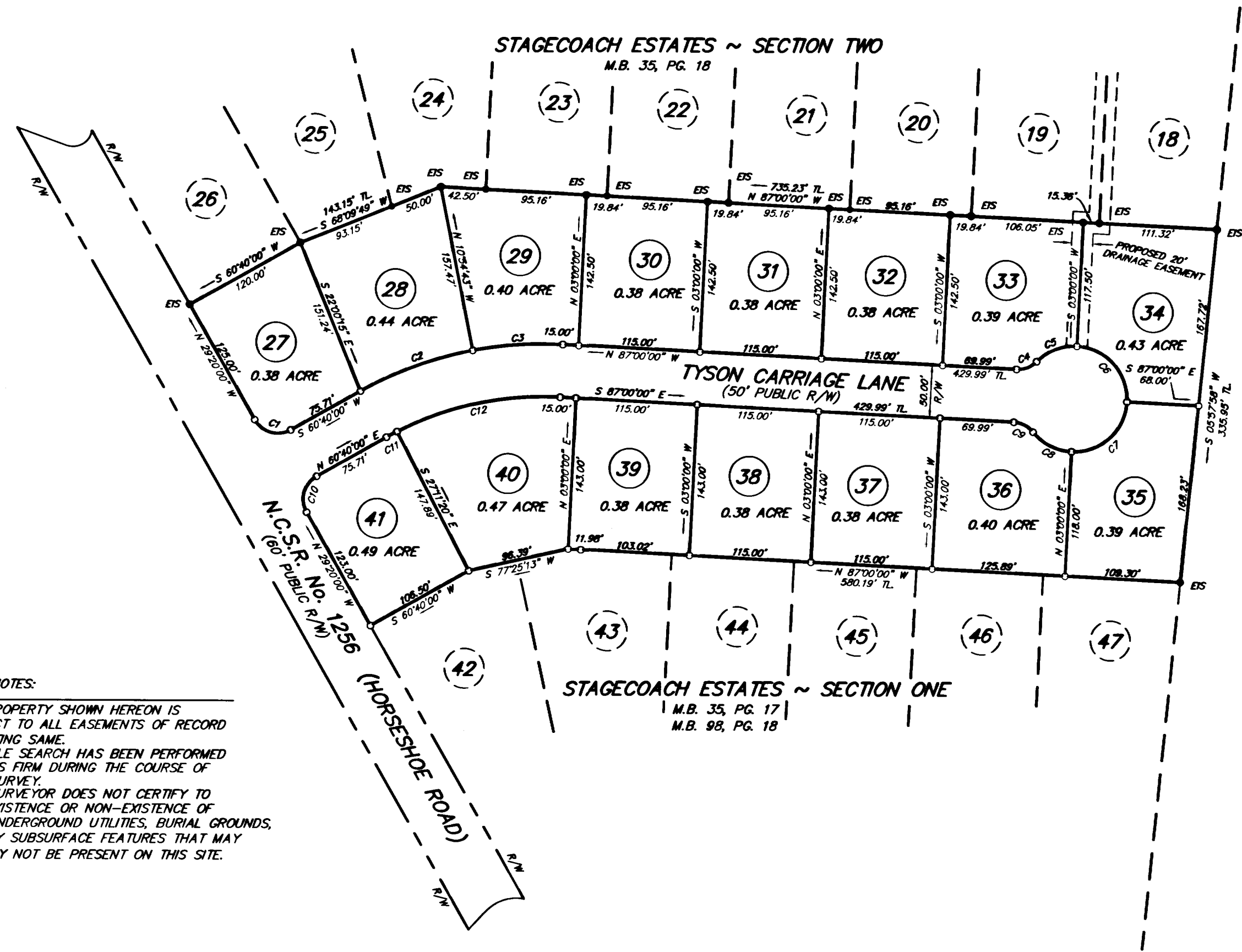


*William E. Barefoot*  
 Professional Land Surveyor  
 L-2709  
 License Number

DONALD E. HAWLEY,  
 TRUSTEE  
 D.B. 1912, PG. 909

*Michelle Lane*, Review Officer of Sampson County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.  
*Michelle Lane* 3-24-2020  
 Review Officer Date

This final plat is exempt from the Sampson County Subdivision Ordinance. No approval is required. (EXISTING LOTS)  
*Michelle Lane* 3-24-2020  
 Administrator Date



**SURVEYOR NOTES:**  
 (a) THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS OF RECORD AFFECTING SAME.  
 (b) NO TITLE SEARCH HAS BEEN PERFORMED BY THIS FIRM DURING THE COURSE OF THIS SURVEY.  
 (c) THIS SURVEYOR DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITIES, BURIAL GROUNDS, OR ANY SUBSURFACE FEATURES THAT MAY OR MAY NOT BE PRESENT ON THIS SITE.

**NOTES:**  
 ALL DISTANCES ARE U.S. SURVEY FEET HORIZONTAL GROUND MEASUREMENTS.  
 AREA DETERMINED USING COORDINATE METHOD.  
 REFERENCES: DEED BOOK 719, PAGE 548  
 DEED BOOK 1570, PAGE 360  
 DEED BOOK 1570, PAGE 362  
 MAP BOOK 35, PAGE 18

IRON STAKES (5/8" IRON ROD) ARE SET AT ALL LOT CORNERS, UNLESS OTHERWISE NOTED.  
 TYSON CARRIAGE LANE IS A PUBLIC ROAD WITH 50' RIGHT-OF-WAY. OWNERSHIP OF LOTS NOT DISCLOSED, AND IMPROVEMENTS NOT SHOWN.  
 THE PURPOSE OF THIS THIS MAP IS FOR N.C. DEPARTMENT OF TRANSPORTATION ROAD DEDICATION.  
 THESE LOTS WERE SURVEYED AND MAPPED BY MILLARD T. OWEN, III, PROFESSIONAL LAND SURVEYOR L-1498.

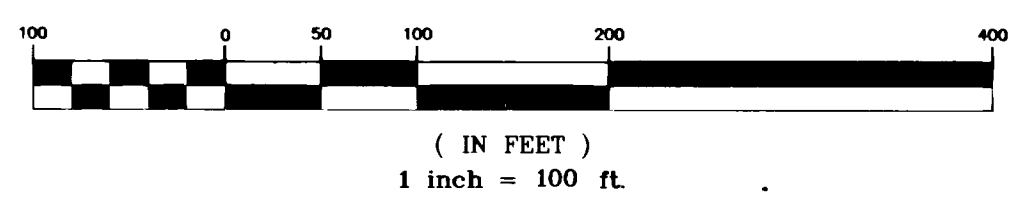
SAMPSON COUNTY  
 ZONE: R (RESIDENTIAL DISTRICT)

MINIMUM BUILDING SETBACKS (SINGLE FAMILY DWELLING)	
FRONT	35'
SIDE	10'
STREET SIDE	20'
REAR	25'
MAXIMUM BUILDING HEIGHT 40'	

Filed for registration on the 29<sup>th</sup> day of March, 2020 at 11:45 o'clock A.M., and registered in the office of the Register of Deeds of Sampson County on the 29<sup>th</sup> day of March, 2020, in Map Book 104, Page No. 60

Graham F. Butler  
 Register of Deeds

By: *Todd Adam Draphty* Deputy



DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 PROPOSED SUBDIVISION ROAD  
 CONSTRUCTION STANDARDS CERTIFICATION  
 APPROVED *[Signature]*  
 Date 3/19/20

FINAL PLAT OF  
**STAGECOACH ESTATES**  
 SECTION TWO - LOTS 27 THROUGH 41  
 LITTLE COHARIE TOWNSHIP, SAMPSON COUNTY, N.C.

WILLIAM E. BAREFOOT PROFESSIONAL LAND SURVEYOR 16301 HOBBS HIGHWAY NEWTON GROVE, N.C. 28366 (910) 594-1233	DATE MARCH 10, 2020 SCALE 1" = 100' DRAWN BY J.A.B. DRAWING No. EB-BREWERH3
--	--

RECORDED IN MAP BOOK 104 PAGE 60





**Corporate Office:**  
514 East Main Street  
Post Office Box 369  
Beulaville, N.C. 28518  
Administration: 800-513-4002  
Access to Care: 800-913-6109

Sarah N. Stroud, CEO

June 25, 2020

TO: PROVIDER  
FROM: CONTRACTS DEPARTMENT  
RE: FY20-21 STATE FUNDED SERVICES CONTRACT

Enclosed please find your contract for State funded services for fiscal year 2020-2021. This is separate and apart from your Medicaid (MCO) contract, it does not relate to the Medicaid (MCO) contract.

The following forms may need to be submitted to Network Operations as part of your contractual requirements:

- a. Eastpointe Practitioner Provider Change Form: **If updates are necessary.**
- b. Eastpointe Agency Provider Change Form: **If updates are necessary.**
- c. Provider Participants for Disaster Shelters Form (**Must be submitted annually**)
- d. Disaster Plan Template (**Must be submitted annually**, can use template or another format)
- e. Request for MCO Approval Letter to Subcontract (**Must be submitted if update or new submission needed**)
- f. IRS Form W-9 (**Must be submitted if changes have occurred in your organization during the year and have not previously been submitted**)
- g. Electronic Funds Transfer Form (EFT) (**Must be submitted if changes have occurred in your organization during the year and have not previously been submitted**)
- h. Trading Partner Agreement (TPA) (**Must be submitted if changes have occurred in your organization during the year and have not been previously submitted**)

If you need to complete these forms, they can be found on the Eastpointe website at [www.eastpointe.net](http://www.eastpointe.net) then under the “For Provider Community” section and “Contracting Forms”.

Once completed, please submit forms to Network Operations at: [networkoperations@eastpointe.net](mailto:networkoperations@eastpointe.net)

### **Provider Operations Manual:**

The contract incorporates the Provider Operations Manual by reference in Article I.1.O. The Operations Manual is available to providers on the Eastpointe’s website at [www.eastpointe.net](http://www.eastpointe.net) under the “For Provider Community” section and “Manuals/Information”. Please review this manual prior to entering into the agreement with Eastpointe. The manual contains a listing of pertinent rules, regulations, standards, and other information distributed by the Department of Health and Human Services (DHHS) that are necessary for the provider’s performance under the terms of the contract. Under the terms of the contract, it is the provider’s responsibility to access this information. It is Eastpointe’s responsibility to notify providers of any substantive change in rule or regulation as soon as possible after receipt of the information from DHHS; therefore, we encourage providers to check our website frequently for these updates.



**Managing Behavioral Healthcare for the Citizens of Bladen, Duplin, Edgecombe, Greene, Lenoir, Robeson, Sampson, Scotland, Wayne and Wilson Counties**

### **Liability Insurance:**

The Provider Operations Manual sets forth the terms for liability insurance. We encourage providers to review this section with their insurance carrier prior to entering into the agreement. Providers are responsible for submitting updated Certificates of Insurance (COI) to Eastpointe Human Services as policies are renewed. Please submit all COI's to Network Operations at: [networkoperations@eastpointe.net](mailto:networkoperations@eastpointe.net), with subject line: Your Agency Name – COI.

### **Responders to Survivors of Disasters and Other Hazards:**

Article II, Section 16 of the contract sets forth the terms for Responders to Survivors of Disasters and Other Hazards. The **PROVIDER PARTICIPANTS FOR DISASTER SHELTERS FORM** must be submitted annually to Network Operations. This form is only for providers that provide MH/SA services only. This information is used in case of a disaster. Eastpointe will identify staff to contact the licensed staff identified on the **PROVIDER PARTICIPANTS FOR DISASTER SHELTERS FORM**. The link is available on the website to access the form and complete it electronically. Disaster Plans are due annually and must be submitted to Network Operations. A Disaster Plan Template is available, but you are not required to utilize our format, however; all disaster plans should include the following required elements:

- Policies and Procedures to address staff expectations during natural and man-made disasters.
- Location of emergency/first aid kits to deal with loss of power, water supply, heat, or minor injury.
- Training requirements of staff including blood borne pathogens, first aid, CPR, crisis intervention, Critical Incident Stress Debriefing, etc.
- Communication plans among the agency and responsible parties for communicating during a disaster, Plans for communicating with the LME during a disaster.
- Safety and communication plans to facilitate open communication with consumers, their families, and others in preparation in case of a disaster.

Please submit all Disaster Plans to Network Operations at: [networkoperations@eastpointe.net](mailto:networkoperations@eastpointe.net)

### **Subcontracting:**

Article I, Section 15, states that it is the provider's responsibility to notify the LME of any subcontracting arrangements. A **REQUEST FOR MCO APPROVAL LETTER TO SUBCONTRACT** must be included if the subcontract has not been approved by Eastpointe previously.

### **Attachments A-1 through A-4:**

Attachments A-1 through A-4 contain the list of services covered by this agreement. Please review the Attachments for accuracy before signing. If there are any errors or needed corrections, please contact Eastpointe Network Operations at [networkoperations@eastpointe.net](mailto:networkoperations@eastpointe.net) or 888-977-2160.

### **NCTracks**

All contracted providers **MUST** be enrolled with NCTracks. All sites must be enrolled in NCTRACKS prior to being added to your contract and all Practitioners must be linked to your agency prior to being credentialed and/or linked to your agency in our electronic system. If you are not enrolled with NCTracks call 800-688-6696 or email [NCMedicaid@csc.com](mailto:NCMedicaid@csc.com).

### **Implementation of COVID-19 Billing Codes**

Since the beginning of the COVID-19 Public Health Emergency, an unprecedented array of temporary regulatory waivers and new rules have been issued to equip the healthcare system with maximum flexibility to respond to the 2019 Novel Coronavirus (COVID-19) pandemic. These temporary changes have resulted in an

on-going surge of COVID-19 Billing Codes. Eastpointe remains vigilant at distributing all updates to the COVID-19 Billing Codes and loading the appropriate codes in Eastpointe's Provider Portal, AlphaMCS.

As opposed to completing Contract Amendments for each batch of COVID-19 Billing Codes and potentially causing interruptions in service, Eastpointe has decided to expedite the implementation of COVID-19 Billing Codes by utilizing Eastpointe's Listserv. Eastpointe will distribute all COVID-19 Billing Codes via Memorandum/Bulletin on Eastpointe's Listserv. Therefore, **it is imperative that Providers sign-up for Eastpointe's Provider Listserv**, maintain accurate contact information in the Listserv, and designate staff from their organization to monitor the Listserv and receive many important updates and announcements as required by Eastpointe's Provider Operations Manual.

### **Listserv**

As required by Eastpointe's Provider Operations Manual, Providers **MUST** sign-up for Eastpointe's Provider Listserv, maintain accurate contact information in the Listserv, and designate staff from their organization to monitor the Listserv and receive all of Eastpointe's updates and announcements. To sign-up for Eastpointe's Provider Listserv:

- 1) Go to Eastpointe's website at <http://www.eastpointe.net>
- 2) Click on **Provider**
- 3) Then click on Manuals and Forms
- 4) Then click on Listserv Announcements
- 5) Go to: Sign up to join the Eastpointe Listserv!
- 6) Enter your email address (make sure you type it correctly), enter your first and last name and agency
- 7) Click on the Sign-Up button
- 8) After you sign up, a Thank you page will open. You have been added to the mailing list and can exit
- 9) You will receive an email that your request has been submitted

**\*Every provider must have at least one member of their staff signed up for Listserv as this is our main means for communication to our Eastpointe Provider Network.**

Once you have electronically signed this contract it will automatically be sent to Eastpointe to add the additional required signatures. Once all signatures are complete and the contract is fully executed you will receive a completed copy to the email address of the person who signed as your agency representative.

If you have any questions, please contact your Provider Relations Account Representative (PRAR). If you do not know who your PRAR is, please contact Network Operations at (888) 977-2160 or [networkoperations@eastpointe.net](mailto:networkoperations@eastpointe.net).

Enclosures

State Funded Contract



**AGREEMENT BETWEEN**

**EASTPOINTE HUMAN SERVICES**

**AND**

**COUNTY OF SAMPSON 4H PREVENTION PROGRAM**

**Prevention Program FY 20-21**

Eastpointe Human Services, hereinafter referred to as the LME, agrees to provide to the County of Sampson, hereinafter referred to as the Prevention Site, Prevention monies for the purpose of management and implementation of an approved evidenced based prevention program for the Prevention Program.

I. It is hereby agreed that the County of Sampson shall accept the authority and responsibility for operation of the Prevention Program in the following manner.

**A. GENERAL RESPONSIBILITIES**

1. The Prevention Site will provide the necessary supervision of the program including the management and employment of staff needed to operate the program.
2. The Prevention Site will assure that funds are being utilized to provide quality services.
3. The Prevention Site, in accordance with federal guidelines, will maintain a smoke free environment.
4. The Prevention Site will submit to the Wayne County Cooperative Extension Director data for the Semi-Annual report by January 5<sup>th</sup> (due to the Division on January 15<sup>th</sup>) and for the Year End Performance Report (PR) on July 5<sup>th</sup> (due to the Division on July 15<sup>th</sup>) each year the program is funded. Data will describe project activities, accomplishments, outcomes, and evaluation. Failure to furnish this data could result in a delay of payments to the Prevention Site. The Wayne County Cooperative Extension Director will forward this information to the LME.
5. The Prevention Site will submit monthly Financial Status Reports to the Wayne County Cooperative Extension Director to request reimbursement for funds expended by the 10<sup>th</sup> day of the month following the end of the month being reported. Failure to furnish this data could result in a delay of payments to the Prevention Site. The format for the Financial Status Report will be provided by the LME. The Wayne County Cooperative Extension Director will forward the monthly Financial Status Reports to the LME. The LME will make payment to the County of Sampson.
6. The Prevention Site will observe fund balance policy as dictated in the fund balance policy set out by the LME, if applicable.
7. The Prevention Site shall make available to the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services and to the LME its program of accounting and

client records for audit purposes. A copy of the independent audit, if required, shall be forwarded to the Office of the State Auditor at 300 North Salisbury Street; Raleigh, NC 27603-5903.

8. The Prevention Site agrees to carry liability insurance which will hold the LME harmless of any claim for damages arising out of the performance of services by the Prevention Site.
9. The LME and Prevention Site, in accordance with North Carolina General Statute 122C-146, shall prepare fee schedules for services and shall make every reasonable effort to collect appropriate reimbursement for costs in providing these services from individuals or entities able to pay, including insurance and third-party payment, except for individuals subject to the terms of P.L. 99-457. However, no individual may be refused services because of an inability to pay. All funds collected from fees shall be used for fiscal operation or capital improvements of the program. The LME and the Prevention Site agree that the participants in the program shall not be charged a fee for these services.
10. The Prevention Site agrees to submit subrecipient monitoring reports that may be required in the format to be provided by the LME by the due date requested.

## B. CLIENT RECORDS AND CONFIDENTIALITY

1. The Prevention Site agrees to maintain a project record for all clients enrolled in their program as set forth by the Early Intervention Team.
2. The Prevention Site agrees to adhere to confidentiality regulations as set forth by the Early Intervention Team.
3. The Prevention Site agrees to adhere to policies pertaining to Protection from Abuse, Neglect, or Exploitation.
4. The Prevention Site agrees to a review of their client records by the LME's Client Records Manager or designee.
5. The Prevention Site will ensure that all Clients Rights Rules applicable to the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services are adhered to.
6. The Prevention Site is subject to review by the LME's Client Rights Committee and may be requested to submit periodic reports as set forth in the LME's Client Rights Policies/Procedures.
7. The Prevention Site shall provide the LME data about individual clients for research and study. Such data may be further transmitted to the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services for research and study.
8. The Prevention Site shall maintain for a period of five (5) years from the date of service, client records and accounting records in accordance with generally accepted accounting principles and any other records as necessary to disclose fully the extent of services provided and billed under the Prevention Program. If the Prevention Site is required to submit annual cost reports, then records shall include invoices, checks, ledgers, contracts, personnel records, worksheets, schedules, etc. Such records are subject to audit and review by Federal and State representatives. Client's records shall be accessible for review for the purpose of monitoring services rendered, financial audits of third party payors, research and evaluation.

II. It is hereby agreed that the LME will provide the following:

- A. On a quarterly basis, the LME contact will conduct an on-site visit to monitor the various aspects of the program and to ensure that project specific objectives are being met.
- B. The LME shall provide consultation to the Prevention Site as needed, not only in the development of the educational program, but also in the area of financial and client record

- responsibilities. The Clinical Director shall be responsible for sending copies of drafts, pertinent rules, regulations, and other information necessary to the operations of the services provided by the Prevention Site.
- C. The LME will prepare and submit the Semi-Annual Report on January 15<sup>th</sup> and the Year End Performance Report (PR) on July 15<sup>th</sup> to Lee Lewis, with the Early Intervention Team, each year the program is funded. Data will describe project activities, accomplishments, outcomes, and evaluation.
  - D. The LME may be asked to submit a special report by the Department of Education and/or SAMSHA for evaluation purposes. The Prevention Site may be requested to furnish data relating to this report.
  - E. The LME will reimburse the Prevention Site in accordance with prompt pay provisions upon the receipt on a timely, accurate Financial Status Report.

### III. GENERAL PROVISIONS

- A. Length of Agreement: July 1, 2020 through June 30, 2021.
- B. This Agreement will not exceed the amount of \$ **35,606.16** for the fiscal year 2020-2021.
- C. Method of Payment: The Prevention Site will submit a monthly Financial Status Report by the **10<sup>th</sup>** day of the month following the end of the month being reported to request reimbursement for expenditures. The LME will reimburse the Prevention Site in accordance with prompt pay provisions upon the receipt on a timely, accurate Financial Status Report.
- D. This Agreement may be terminated at any time upon mutual consent of both parties or thirty (30) days after one of the contracting parties gives notice of termination. This Agreement may be terminated immediately with cause upon written notice to the other party. The cause shall be documented in writing to the other party detailing the grounds for termination. The LME may terminate the Agreement immediately if State and local funds granted for the program are revoked or terminated by the funding agencies in a manner beyond the control of the LME.
- E. It is understood that should The Prevention Site for any reason be unable to operate the program as set out above, a final accounting of all receipts and expenditures will be made. In addition, all equipment purchased under this agreement and money on hand in the Prevention Site account dispensed under this Agreement will become the property of the LME and will remain in the Substance Abuse program of the LME.
- F. Any disagreements that occur while the Agreement is in effect, shall be presented to the LME's Clinical Director. If the disagreement cannot be resolved at this level, the LME's Clinical Director will contact the LME's Area Director for a disposition. The Prevention Site has the right to appeal any decision to the Area Board of the LME.
- G. Budget revisions, if applicable, shall be prepared by the LME and the Prevention Site in accordance with the guidelines set forth by the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services.

IV. APPROVAL OF AUTHORIZED OFFICIALS

LME Mailing Address:  
PO Box 369  
Beulaville, NC 28518

CONTRACTOR Mailing Address:  
55 Agriculture Place  
Clinton, NC 28328  
Telephone: 910-592-7161  
Tax ID#: 56-6000338

\_\_\_\_\_  
Sarah Stroud, CEO  
Eastpointe Human Services

\_\_\_\_\_  
Edwin Causey  
Sampson County Manager

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

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

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

\_\_\_\_\_  
Catherine Dalton, Chief of Business Operations  
Eastpointe Human Services

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





**OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR**

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

9333

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 Samuel Wayne Hobbs in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2019	\$ 646.43
	\$
	\$
	\$
	\$

ill #0040648350  
ate #TPV9242  
1/8 Intl Ferrastar  
ate turned in  
Vehicle traded

TOTAL REFUND

\$ 646.43

These taxes were assessed through clerical error as follows.

602 County Tax 498.41  
 301 School Tax 87.60  
 F19 Fire Tax 60.42  
 City Tax \_\_\_\_\_  
 TOTAL \$ 646.43

Mailing Address.

X Samuel Wayne Hobbs  
343 Timberlake Drive  
Clinton, NC 28328

Yours very truly

X Samuel Wayne Hobbs  
Taxpayer

X Social Security: \_\_\_\_\_

RECOMMEND APPROVAL:

Jim Johnson  
Sampson County Tax Administrator

Board Approved \_\_\_\_\_  
Date \_\_\_\_\_ Initials \_\_\_\_\_

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Hugh Wallace Rich in \_\_\_\_\_ Township, Sampson County, for the year(s) and in the amount(s) of:

Year		\$	
<u>2014</u>		\$	<u>98.43</u>
<u>2015</u>		\$	<u>108.07</u>
<u>2016</u>		\$	<u>108.07</u>
<u>2017</u>		\$	<u>107.92</u>
		\$	
Total Release/Adjustment		\$	<u>422.89</u>

601 County Tax	\$	<u>210.52 / LL 19.78</u>
School Tax	\$	_____
Fire Tax	\$	_____
604 City Tax	\$	<u>182.88 / LL 13.71</u>
Total	\$	<u>422.89</u>

The taxes were assessed through clerical error or an illegal tax as follows:

*Deacese realese per Jim. Acct Number 849520.*

Taxpayer: Hugh Wallace Rich  
 Tax Administrator: Jim Johnson  
 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 2019-2020

1. It is requested that the budget for the ESFR20 Housing Program be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
	Administration	40,000.00	
	Housing rehabilitation	150,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
	NC Housing Finance grant	190,000.00	

2. Reason(s) for the above request is/are as follows:


To allocate grant funds provided by NC Housing Finance Agency to rehabilitate homes for eligible participants. The Essential Single Family Rehabilitation grant award for this grant cycle is for 10 homes. The funding above will cover the costs of the first 5 homes. Additional funding will be awarded at a later date.

  
 \_\_\_\_\_  
 (Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20 20  
 2/24

  
 \_\_\_\_\_  
 (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 2020-2021

1. It is requested that the budget for Various Departments be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11449200-519500	Engineering services	12,500.00	
11449300-544000	Contract services	4,600.00	
11449200-519100	Professional services	1,700.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999-409800	Fund balance approp encumbrances	18,800.00	


2. Reason(s) for the above request is/are as follows:

To budget funds to pay for goods and services ordered in FY 19-20 that were not provided until FY 20-21.

  
 \_\_\_\_\_  
 (Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval.

\_\_\_\_\_, 20<sup>20</sup><sub>21</sub>  
  
 \_\_\_\_\_  
 (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: Elections

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

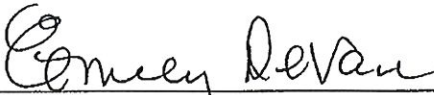
SUBJECT: Budget Amendment for 2020-2021

1. It is requested that the budget for the Elections Department  
be amended as follows:


<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11141700-512600	Part-Time Salaries	20,346.00	
11141700-534300	Election Expense	14,184.00	
11141700-518100	FICA	1,262.00	
11141700-518120	Medicare FICA	296.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034170-402600	HAVA Grant	36,088.00	

2. Reason(s) for the above request is/are as follows:  
To reallocate funds for Part-Time help for 2020 General Election  
To allocate funds for Elections Expenses for 2020 General Election

  
\_\_\_\_\_  
(Signature of Department Head)


**ENDORSEMENT**

1. Forwarded, recommending  approval/disapproval.

\_\_\_\_\_, 20 20

  
\_\_\_\_\_  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending  approval/disapproval.

\_\_\_\_\_, 20\_\_\_\_

  
\_\_\_\_\_  
(County Manager & Budget Officer)

Date of approval/disapproval by B.O.C.

## SAMPSON COUNTY BOARD OF ELECTIONS

120 COUNTY COMPLEX ROAD, SUITE 110  
CLINTON, NC 28328  
PHONE: (910) 592-5796  
FAX: (910) 592-3918

GH Wilson, Secretary

Horace Bass, Chairman

Danny Jackson, Member

Dwight Williams, Jr, Member

Emily DeVane, Director

Charlotte Murphy, Member

August 6, 2020

To: David Clack, Director of Finance  
From: Emily DeVane, Director of Elections  
Reference: HAVA Funds

Please find attached the Budget Amendment required to request the allocated HAVA Funds from the Consolidated Appropriations Act of 2020 awarded to the counties of North Carolina for the purpose of improving the administration of elections for Federal office. Below is the explanation of how the funds will be spent.

Part-time salaries – 20 hours per week at \$15/hour for 21 weeks for 3 employees = \$20,346.00

Additional postage - \$5000

Cleaning/Sanitizing of polling sites - \$85 x 23 polling sites x 2 services per polling site (plus 7% tax) = 4184.00

Security Camera and panic fobs - \$5000

FICA (Part-time employees) - \$1262.00

Medicare FICA (Part-time employees) - \$296.00

Grand total for requested funds is \$36,088.00.

Thank you for your assistance with receiving the needed funds to make the 2020 General Election a success.

Regards,



Emily DeVane, Director

Sampson County Board of Elections





# NORTH CAROLINA

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## STATE BOARD OF ELECTIONS

*Mailing Address:*  
P.O. Box 27255,  
Raleigh, NC 27611  
(919) 814-0700 or  
(866) 522-4723  
*Fax:* (919) 715-0135

July 15, 2020

**To:** County Directors of Elections

**From:** Karen Brinson Bell, Executive Director  
Amy Strange, Chief Operating Officer

**Re:** 2020 Coronavirus Aid, Relief, and Economic Security ("CARES") Act Funds &  
2020 Help America Vote Act (HAVA) Funds – Election Administration  
Preparedness for 2020 Federal Elections

This packet contains information on federal 2020 CARES Act funding and federal 2020 HAVA funding allocated to your county by the North Carolina General Assembly in Session Law 2020-17, sections 11.1, 11.2 and 11.3.

### **CARES Act Funds**

In March 2020, Congress passed, and the President signed into law, the CARES Act to deliver an economic relief package to assist the country in coping with the public health and economic impacts of COVID-19. The CARES Act includes \$400 million in emergency funds made available to states to prevent, prepare for, and respond to the coronavirus for the 2020 federal election cycle. North Carolina's share of the federal funds is \$10,947,139. In June 2020, the North Carolina General Assembly passed, and the Governor signed into law, House Bill 1169, which appropriated required State matching funds of \$2,120,497. Each county board of elections will receive a portion of the State's CARES Act funding, which must be used in compliance with the requirements in S.L. 2020-17 and the federal 2020 CARES Act in connection with the November 3, 2020 General Election.

Each county has the option to either receive the county's CARES Act subgrant in an up-front, lump sum amount, or request that the State Board of Elections manage the county's CARES Act subgrant while following the county's spending directives. *A Grant Request Disbursal Package will be forthcoming to all counties by Friday, July 17, 2020.*

### **2020 HAVA Funds**

In December 2019, Congress passed, and the President signed into law, the Consolidated Appropriations Act of 2020. The Act includes \$425 million in new Help America Vote Act (HAVA) funds, made available to states to improve the administration of elections for Federal office, including to enhance technology and make election security improvements. North Carolina's share of the federal funds is \$11,677,441. In June 2020, the North Carolina General Assembly passed, and the Governor signed into law, House Bill 1169, which appropriated required State matching funds of \$2,335,488. Each county can receive reimbursements for eligible HAVA expenses, with a minimum reimbursement amount of \$10,000 per county. Counties can receive up to a maximum reimbursement of \$250,000, on a first-come, first-served basis until the total funds available are expended.

## NOTICE OF SUBGRANT -2020 HAVA Funds

Subgrantee:	<i>Sampson County Board of Elections</i>
Subgrantee Address:	<i>120 County Complex Rd., Ste 110 Clinton, NC 28328</i>
Agreement Number: NC20101001-82	Budget Period: 7/1/2020 – 6/30/2021
<b>Funds Description</b>	
This obligation of funds constitutes the Subgrantee's share, as authorized under Session Law 2020-17, of \$11,677,441 of federal and \$2,335,488 of state matching funds awarded under Election Security Grants in the federal Consolidated Appropriations Act of 2020 to improve the administration of federal elections.	
<b>Funding Information</b>	
<b>Description</b>	<b>Amount</b>
Reimbursement Minimum [S.L. 2020-17 Sec. 11.2.(a)]	\$10,000.00
Reimbursement Maximum [S.L. 2020-17 Sec. 11.2.(a)]	\$250,000.00, depending on available funding
<b>Permissible Uses</b>	
<p>Reimbursement-eligible expenditures are those incurred to improve the administration of federal elections, as authorized under HAVA Title I, Section 101, including:</p> <ul style="list-style-type: none"> <li>• Improving the administration of elections for Federal office, including to enhance election technology and make election security improvements</li> <li>• Educating voters concerning voting procedures, voting rights, and voting technology.</li> <li>• Training election officials, poll workers, and election volunteers.</li> <li>• Improving, acquiring, leasing, modifying, or replacing voting systems and technology and methods for casting and counting votes.</li> <li>• Improving the accessibility and quantity of polling places, including providing physical access for individuals with disabilities, providing non-visual access for individuals with visual impairments, and providing assistance to Native Americans, Alaska Native citizens, and to individuals with limited proficiency in the English language.</li> <li>• Establishing toll-free telephone hotlines that voters may use to report possible voting fraud and voting rights violations, to obtain general election information, and to access detailed automated information on their own voter registration status, specific polling place locations, and other relevant information.</li> <li>• Expenditures incurred to prevent, prepare for, and respond to the coronavirus pandemic during 2020 federal elections.</li> </ul>	
<b>Grant Administration</b>	
Grant Administration Award recipients and sub-recipients must adhere to all applicable federal requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200).	



CLINTON CITY SCHOOLS  
BUDGET AMENDMENT



Fund: **STATE**

Budget Amendment: 3

The Clinton City Board of Education at a meeting on the 25th day of June, 2020, passed the following resolution:

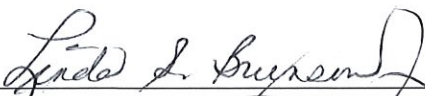
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2020.

**SEE ATTACHED LISTING**

Total appropriation in current budget	\$20,713,994.31
Total increase/decrease of amendment	\$182,171.85
Total appropriation in amended budget	\$20,896,166.16

Passed by majority vote of the Clinton City Board of Education on the 25<sup>th</sup> day of June 2020.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

  
\_\_\_\_\_  
Chairman, Board of Education

  
\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Secretary, Board of County Commissioners

**BUDGET AMENDMENT DETAIL**

**FUND: STATE**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INCREASE</b>	<b>DECREASE</b>
1.5860.124.462.000.000.00	Purchase of Computer Equipment <i>Student Device Funds</i>	\$64,040.00	
1.5860.126.462.000.000.00	Purchase of Computer Equipment <i>Staff Device Funds</i>	\$9,633.00	
1.5860.128.462.000.000.00	Purchase of Computer Equipment <i>Home &amp; Community WiFi</i>	\$30,877.00	
1.5110.001.121.000.000.00	Salary – Teacher <i>Position Allotment Funds</i>	\$30,218.11	
1.5420.005.114.000.000.00	Salary – Principal <i>Months of Employment Funds</i>	\$35,135.12	
1.5120.013.121.000.000.00	Salary – CTE Teacher <i>Month of Employment- CTE Funds</i>	\$12,268.62	

CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: **STATE**

Budget Amendment: 2

The Clinton City Board of Education at a meeting on the 25th day of June, 2020, passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2020.

**SEE ATTACHED LISTING**

Total appropriation in current budget	\$20,272,539.91
Total increase/decrease of amendment	\$441,454.40
Total appropriation in amended budget	\$20,713,994.31

Passed by majority vote of the Clinton City Board of Education on the 25<sup>th</sup> day of June 2020.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

  
\_\_\_\_\_  
Chairman, Board of Education

  
\_\_\_\_\_  
Secretary, Board of Education

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Chairman, Board of County Commissioners

\_\_\_\_\_  
Secretary, Board of County Commissioners

**BUDGET AMENDMENT DETAIL**

**FUND: STATE**

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
1.6550.056.165.000.000.00	Salary – Driver Sub <i>Early College Contingency Allotment&amp;Highway Use Tax</i>	\$1,634.00	
1.5110.130.412.000.000.00	State Textbooks <i>Indian Gaming</i>	\$19,291.00	
1.5110.130.412.000.000.00	State Textbooks		\$1,304.00
1.5110.131.413.316.316.00	Other Textbooks <i>ABC Transfer</i>	\$1,304.00	
1.6540.003.173.000.000.00	Salary – Custodian <i>February, March, and April Sub Pay</i>	\$1,667.00	
1.5110.009.184.000.000.00	Salary- Longevity <i>Guaranteed Budget – Longevity, Annual Leave Payoff</i>	\$146,896.51	
1.5110.011.163.000.000.00	Salary- Substitute <i>Guaranteed Budget – National Board Substitutes</i>	\$1,893.89	
1.5110.015.411.000.000.00	Supplies and Materials <i>March and April 2020 Interest</i>	\$493.00	
1.7200.125.462.000.000.00	Non-Capitalized Equipment <i>H.B. 1043- Child Nutrition</i>	\$269,579.00	

CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: **FEDERAL**

Budget Amendment: 2

The Clinton City Board of Education at a meeting on the 25th day of June, 2020, passed the following resolution:

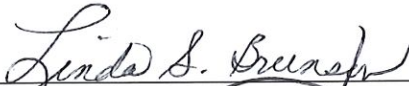
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2020.

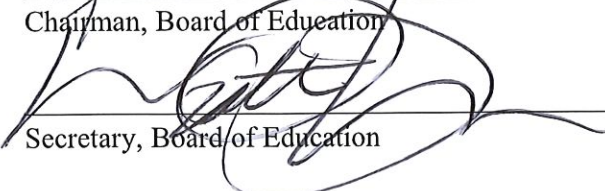
**SEE ATTACHED LISTING**

Total appropriation in current budget	\$2,469,158.05
Total increase/decrease of amendment	\$813,428.65
Total appropriation in amended budget	\$3,282,586.70

Passed by majority vote of the Clinton City Board of Education on the 25<sup>th</sup> day of June 2020.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

  
\_\_\_\_\_  
Chairman, Board of Education

  
\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Secretary, Board of County Commissioners

**BUDGET AMENDMENT DETAIL**

**FUND: FEDERAL**

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
3.5110.063.411.000.000.00	Supplies and Materials	\$127,380.00	
3.5210.163.411.000.000.00	EC-Supplies and Materials	\$20,000.00	
3.5870.163.312.000.000.00	Staff Development	\$10,000.00	
3.5880.163.312.000.000.00	Parent Involvement	\$5,000.00	
3.6400.163.411.000.000.00	Technology Support	\$325,000.00	
3.6540.163.311.000.000.00	Custodial/Housekeeping	\$162,000.00	
3.6550.163.171.000.000.00	Transportation	\$83,908.50	
3.7200.163.174.000.000.00	School Nutrition	\$78,090.50	
	<i>Budget CARES Act Funding</i>		
3.5210.060.121.000.000.00	Salary – EC Teacher		\$2,053.00
3.5110.109.181.000.000.00	Salary- Supplement	\$380.00	
3.5110.115.311.000.000.00	Contracted Services		\$1,453.32
3.5110.118.163.000.000.00	Salary- Substitute	\$5,250.00	
3.5230.119.163.000.000.00	Salary – Substitute		\$74.03
	<i>Budget to Actual</i>		



CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: **FEDERAL**

Budget Amendment: 3

The Clinton City Board of Education at a meeting on the 25th day of June, 2020, passed the following resolution:

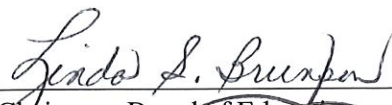
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2020.

**SEE ATTACHED LISTING**

Total appropriation in current budget	\$3,282,586.70
Total increase/decrease of amendment	\$5,000.00
Total appropriation in amended budget	\$3,287,586.70

Passed by majority vote of the Clinton City Board of Education on the 25<sup>th</sup> day of June 2020.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

  
\_\_\_\_\_  
Chairman, Board of Education

  
\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Secretary, Board of County Commissioners

**BUDGET AMENDMENT DETAIL**

**FUND: FEDERAL**

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
3.5210.118.461.000.000.00	Equipment-Non-Capitalized <i>Additional Funding due to COVID-19</i>	\$5,000.00	



CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: **Local**

Budget Amendment: 1

The Clinton City Board of Education at a meeting on the 25th day of June, 2020, passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2020.

**SEE ATTACHED LISTING**

Total appropriation in current budget	\$5,988,489.02
Total increase/decrease of amendment	\$52,984.45
Total appropriation in amended budget	\$6,041,473.47

Passed by majority vote of the Clinton City Board of Education on the 25<sup>th</sup> day of June 2020.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Linda S. Brunson  
Chairman, Board of Education

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Secretary, Board of County Commissioners

**BUDGET AMENDMENT DETAIL**

**FUND: LOCAL**

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
2.5870.028.312.000.000.63	Workshop Expense		\$2,831.50
2.5110.061.411.000.000.63	Supplies and Materials <i>Budget where needed</i>	\$2,831.50	
2.4840.000.000.000.000.00	Insurance Settlement	\$61,484.45	
2.4495.000.000.000.000.20	Revenue-APSI	\$1,000.00	
2.4495.000.000.000.000.00	Revenue- Miscellaneous	\$5,500.00	
2.4492.000.000.000.000.00	Revenue-Hurricane Dorian <i>Budget Revenue</i>		\$15,000.00
2.5210.029.182.000.000.00	Salary – Travel	\$265.15	
2.5210.029.211.000.000.00	Employers’ Social Security	\$20.28	
2.5110.001.221.330.000.00	Employers’ Retirement		\$285.43
2.5404.031.151.320.000.00	Salary – Office Support	\$2,500.00	
2.5110.001.181.000.000.00	Salary – Supplement		\$2,500.00
2.5270.054.121.330.000.00	Salary- Teacher	\$14,134.28	
2.5270.054.211.330.000.00	Employers’ Social Security	\$1,081.27	
2.5270.054.221.330.000.00	Employers’ Retirement	\$2,784.45	
2.5270.054.231.330.000.00	Employers’ Hospitalization	\$2,000.00	
2.5110.001.181.320.000.00	Salary - Supplement		\$20,000.00
2.5870.028.312.000.000.00	Workshop Expense		\$18.80
2.5110.028.221.308.000.20	Employer’s Retirement Cost	\$18.80	
2.6613.801.373.810.000.00	Property Insurance	\$61,484.45	
2.5110.028.196.308.000.20	Stipend-APSI	\$800.00	
2.5110.028.211.308.000.20	Employer’s Social Security	\$61.20	
2.5110.028.221.308.000.20	Employer’s Retirement	\$138.80	
2.5110.001.181.308.000.00	Salary- Supplement		\$15,000.00
2.5210.009.188.308.000.00	Annual Leave Payoff	\$5,500.00	
2.6580.009.184.000.000.00	Longevity	\$10,000.00	
2.5110.001.121.308.000.00	Salary- Teacher		\$10,000.00
2.5840.007.131.316.000.00	Salary- Support		\$100.00
2.5220.013.131.308.000.00	Salary – Support	\$100.00	
2.5110.001.181.308.000.00	Salary- Supplement		\$2,500.00
2.5120.014.411.308.308.00	Supplies and Materials	\$2,500.00	
2.5110.001.121.308.000.00	Salary- Teacher		\$25000.00
2.6400.015.311.000.000.00	Technology – Contracted	\$25,000.00	

2.5110.001.121.308.000.00	Salary – Teacher		\$10,500.00
2.5110.027.231.304.000.00	Employer’s Hospitalization	\$5,000.00	
2.5404.031.151.320.000.00	Salary – Clerical	\$5,000.00	
2.5320.310.146.330.000.00	Salary – Assistant	\$500.00	
2.6530.802.321.330.000.00	Public Utilities		\$15,000.00
2.6540.802.311.308.000.00	Contracted Services	\$15,000.00	
	<i>Budget as needed</i>		

CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: Special Revenue

Budget Amendment: 1

The Clinton City Board of Education at a meeting on the 25th day of June, 2020, passed the following resolution:

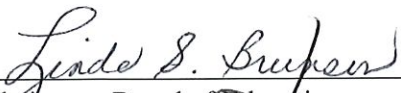
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2020.

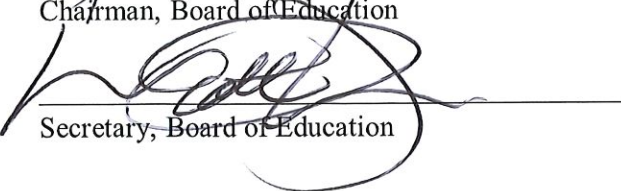
**SEE ATTACHED LISTING**

Total appropriation in current budget	\$1,019,721.10
Total increase/decrease of amendment	\$59,536.73
Total appropriation in amended budget	\$1,079,257.83

Passed by majority vote of the Clinton City Board of Education on the 25<sup>th</sup> day of June 2020.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

  
\_\_\_\_\_  
Chairman, Board of Education

  
\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Secretary, Board of County Commissioners

**BUDGET AMENDMENT DETAIL**

**FUND: SPECIAL REVENUE**

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
8.4430.506.000.000.000.01	Contributions/Anonymous Trust	\$6,648.00	
8.4430.506.000.000.000.02	Contributions/Anonymous Trust	\$3,000.00	
8.4430.506.000.000.000.03	CTE-Tobacco Trust-SMS	\$15,000.00	
8.5110.506.333.000.000.02	Grant- Non-School Sponsored	\$3,000.00	
8.5110.506.333.308.308.01	Grant- SEE Program	\$6,648.00	
8.5120.506.411.320.320.03	Tobacco Trust Supplies	\$9,185.48	
8.5120.506.461.320.320.03	Tobacco Trust Equipment	\$5,814.52	
	<i>Grant Funds/Donations</i>		
8.3700.305.000.000.000.00	Revenue-Medicaid Admin	\$1,389.71	
8.3700.306.000.000.000.00	Revenue- Fee for Service	\$21,500.00	
8.6200.306.319.000.000.00	EC-Medicaid Direct-Other Svcs	\$22,889.71	
	<i>Medicaid for 2019-20</i>		
8.4490.489.000.000.000.00	Revenue – Security Services	\$3,377.02	
8.5501.840.182.308.000.00	Salary- Security	\$3,377.02	
	<i>Budget to Actual</i>		
8.4210.413.000.000.000.00	Revenue- NC PreK	\$8,622.00	
8.5340.413.121.316.000.00	Salary – Teacher	\$8,622.00	
	<i>Budget to Actual</i>		
8.5501.840.182.308.000.00	Salary – Security		\$1,000.00
8.5850.489.182.308.000.00	Salary – Security	\$1,000.00	
	<i>Budget as needed</i>		



CLINTON CITY SCHOOLS  
BUDGET AMENDMENT

Fund: **Fund 5**

Budget Amendment: 1

The Clinton City Board of Education at a meeting on the 25th day of June, 2020, passed the following resolution:

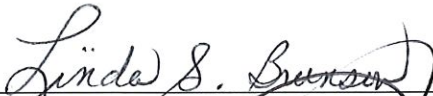
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2020.

**SEE ATTACHED LISTING**

Total appropriation in current budget	\$2,474,366.00
Total increase/decrease of amendment	\$569,959.00
Total appropriation in amended budget	\$3,044,325.00

Passed by majority vote of the Clinton City Board of Education on the 25<sup>th</sup> day of June 2020.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

  
\_\_\_\_\_  
Chairman, Board of Education

  
\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Secretary, Board of County Commissioners

**BUDGET AMENDMENT DETAIL**

**FUND: FUND 5**

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
5.3250.035.000.000.000.00	Sales and Use Tax Revenue		\$2,500.00
5.3811.035.000.000.000.00	USDA Grants-Revenue		\$396,900.00
5.3814.035.000.000.000.00	USDA Grants- Summer Feeding	\$1,144,700.00	
5.3815.035.000.000.000.00	USDA – Commodities Used		\$70,000.00
5.4314.035.000.000.000.00	Sales Lunch Paid	\$1,300.00	
5.4318.035.000.000.000.00	Sales- Supplemental		\$61,084.00
5.4323.035.000.000.000.00	Catering	\$450.00	
5.4490.035.000.000.000.00	Miscellaneous Revenue		\$1,050.00
5.4492.035.000.000.000.00	Hurricane Dorian Reimb.	\$2,800.00	
5.4820.035.000.000.000.00	Disposition of Fixed Assets	\$1,200.00	
5.4880.035.000.000.000.00	Indirect Cost Allocated		\$94,257.00
5.4921.035.000.000.000.00	Transfer of State Funds	\$45,300.00	
5.7200.035.113.000.000.00	Salary- Director	\$16,200.00	
5.7200.035.151.000.000.00	Salary – Office Support		\$12,800.00
5.7200.035.171.000.000.00	Salary- Driver	\$270.00	
5.7200.035.174.000.000.00	Salary- Child Nutrition Staff		\$17,700.00
5.7200.035.176.000.000.00	Salary- Manager	\$1,350.00	
5.7200.035.181.000.000.00	Salary – Supplement	\$13,786.00	
5.7200.035.183.000.000.00	Salary – Supplement		\$4,000.00
5.7200.035.184.000.000.00	Longevity	\$7,300.00	
5.7200.035.185.000.000.00	Bonus Leave Payoff	\$4,200.00	
5.7200.035.188.000.000.00	Annual Leave Payoff	\$10,200.00	
5.7200.035.199.000.000.00	Salary- Overtime	\$271.00	
5.7200.035.211.000.000.00	Social Security	\$3,712.63	
3.7200.035.221.000.000.00	Retirement		\$1,756.91
5.7200.035.231.000.000.00	Hospitalization	\$12,992.00	
5.7200.035.232.000.000.00	Workmen’s Compensation		\$13,838.00
5.7200.035.311.000.000.00	Contracted Services		\$4,855.00
5.7200.035.312.000.000.00	Workshop Expense		\$3,500.00
5.7200.035.314.000.000.00	Printing and Binding Fees	\$125.00	
5.7200.035.326.000.000.00	Repairs		\$600.00
5.7200.035.329.000.000.00	Other Purchased Services	\$100.00	
5.7200.035.332.000.000.00	Travel	\$1,198.00	
5.7200.035.361.000.000.00	Memberships and Dues		\$547.00
5.7200.035.411.000.000.00	Supplies and Materials		\$4,100.00
5.7200.035.418.000.000.00	Computer Software & Supplies		\$2,908.00

5.7200.035.422.000.000.00	Repair Parts		\$20,000.00
5.7200.035.451.000.000.00	Food Purchases	\$108,012.94	
5.7200.035.452.000.000.00	Commodities Used	\$71,000.00	
5.7200.035.453.000.000.00	Food Processing Supplies		\$46,155.00
5.7200.035.462.000.000.00	Purchase of Computer Equipment		\$2,139.00
5.7200.035.541.000.000.00	Equipment Purchases		\$71,088.00
5.7200.035.551.000.000.00	Purchase of Vehicle		\$20,374.00
5.7200.035.552.000.000.00	License and Title Fees	\$2.34	
5.7200.035.571.000.000.00	Depreciation	\$46,000.00	
5.7208.035.174.000.000.00	Salary- COVID-19	\$87,200.00	
5.7208.035.176.000.000.00	Salary- COVID-19	1,200.00	
5.7208.035.211.000.000.00	Social Security	\$6,650.00	
5.7208.035.221.000.000.00	Retirement	\$12,400.00	
5.7208.035.231.000.000.00	Hospitalization	\$8,850.00	
5.7208.035.451.000.000.00	Food Purchases-COVID-19	\$317,000.00	
5.7208.035.453.000.000.00	Food Supplies – COVID-19	\$66,300.00	

*Budget to Actual*



**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 2020-2021

1. It is requested that the budget for the County School Capital Outlay be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11659140-555030	Capital outlay category 1	2,216,446.00	
11659140-555031	Capital outlay category 2	91,156.00	
11659140-555032	Capital outlay category 3	63,844.00	
11659140-550000	Unallocated capital outlay		867,153.00
19959140-582096	Transfer to general fund	1,504,293.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11035914-409612	Transfer from school capital reserve	1,504,293.00	
19932320-409900	Fund balance appropriated	1,504,293.00	

2. Reason(s) for the above request is/are as follows:

To allocate capital outlay funds and bring forward unspent capital funds from prior fiscal year.

\_\_\_\_\_  
(Signature of Department Head)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(County Finance Officer)

**ENDORSEMENT**

1. Forwarded, recommending approval/disapproval. \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Date of approval/disapproval by B.O.C.

\_\_\_\_\_  
(County Manager & Budget Officer)

**Sampson County Schools Capital Outlay Budget 2020-2021**

School/Location	Description	Carryover	New Funds	Total Budget	Comments
System wide	New Fire Alarm System	\$ 25,000.00	\$ -	\$25,000.00	
Systemwide	Playground Repair	\$ 0.19	\$ 13,000.00	\$13,000.19	
System wide	Chiller Replacement	\$ 30,531.57	\$ 50,000.00	\$80,531.57	
System wide	HVAC Repair Contingency	\$ 5,901.83	\$ 40,000.00	\$45,901.83	
Plant Ops	Fleet Vehicle Replacement Maintenance	\$ 11,565.64	\$ 79,590.00	\$91,155.64	
System wide	Asbestos removal	\$ 608.22	\$ 20,000.00	\$20,608.22	
System wide	Emergencies Contingency	\$ 24,055.47	\$ 50,000.00	\$74,055.47	
LHS	Whiteboards and installation	\$ 0.04	\$ -	\$0.04	
System wide	Wastewater Treatment Contingency	\$ -	\$ 15,000.00	\$15,000.00	
System wide	Roof & Painting Repairs Contingency	\$ -	\$ 30,000.00	\$30,000.00	
Systemwide	Microphones for schools that have 800 MHZ	\$ -	\$ 13,444.00	\$13,444.00	
PVES	New ADA signage to match new floor plans	\$ -	\$ 3,500.00	\$3,500.00	
PVES	Replace carpet in front office and between	\$ -	\$ 16,800.00	\$16,800.00	
RSMS	Rekeying of locks and software	\$ -	\$ 12,117.38	\$12,117.38	
RSMS	Paint interior of school	\$ -	\$ 41,291.76	\$41,291.76	
RSMS	New tables	\$ -	\$ 3,000.00	\$3,000.00	
Salemburg ES	New Room signs to match floor plans	\$ -	\$ 3,500.00	\$3,500.00	
UIS	Classroom furniture	\$ -	\$ 7,500.00	\$7,500.00	
UIS	New Intercom System	\$ -	\$ 12,790.00	\$12,790.00	
UIS	New motorized bleachers for gym	\$ -	\$ 67,998.00	\$67,998.00	
UIS	Re-Keying of locks and software	\$ -	\$ 11,083.12	\$11,083.12	
UIS	ECS upgrade to JACE-800 HVAC Control	\$ -	\$ 14,400.00	\$14,400.00	
Union MS	New doors, hinges, exit devices, key removal mullion, closers	\$ -	\$ 7,360.12	\$7,360.12	
Union MS	Classroom furniture	\$ -	\$ 6,400.00	\$6,400.00	
Union MS	Gym floor repair and refinishing	\$ -	\$ 28,025.95	\$28,025.95	
Midway ES	Install a drop in ceiling in cafeteria	\$ -	\$ 6,792.52	\$6,792.52	
Midway ES	Replace ceiling in rooms 107 & 108	\$ -	\$ 7,200.00	\$7,200.00	
Hargrove	Gym block wall sealing and repainting	\$ -	\$ 15,000.00	\$15,000.00	
Hargrove	Rekeying locks and software	\$ -	\$ 11,178.75	\$11,178.75	
Midway High	Upstairs lockers removed - remodel to use for	\$ -	\$ 5,000.00	\$5,000.00	
Hobbton ES	Varidesk / classroom furniture	\$ -	\$ 11,500.00	\$11,500.00	
Hobbton ES	HVAC Replacement	\$ 39,700.00	\$ -	\$39,700.00	



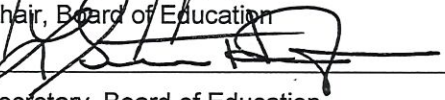
<b>Union HS</b>	New carpet in auditorium, media center, and offices	\$ -	\$ 27,500.00	\$27,500.00	
<b>Union HS</b>	Bleacher repair	\$ -	\$ 6,558.00	\$6,558.00	
<b>HMS</b>	Replace divider curtain in the gym	\$ -	\$ 11,591.77	\$11,591.77	
<b>Hobbton High</b>	Replace HVAC units in gym	\$ -	\$ 72,000.00	\$72,000.00	
<b>Hobbton High</b>	Replace HVAC unit in media center	\$ -	\$ 30,240.00	\$30,240.00	
<b>Hobbton High</b>	HHS track	\$ 363,008.74	\$ -	\$363,008.74	
<b>Midway High</b>	Fieldhouse	\$ 104,237.42	\$ -	\$104,237.42	
<b>Union High</b>	Capital - Union District - Fieldhouse	\$ 86,600.00	\$ -	\$86,600.00	
<b>RES</b>	New signage to match new floor plans	\$ -	\$ -	\$-	
<b>RES</b>	Newly built outside storage building	\$ -	\$ 21,000.00	\$21,000.00	
<b>RES</b>	ECS upgrade to JACE-800 HVAC Control System	\$ -	\$ 16,570.00	\$16,570.00	
<b>LHS</b>	ECS upgrade to JACE-800 HVAC Control System	\$ -	\$ 11,300.00	\$11,300.00	
<b>LHS</b>	New classroom furniture	\$ -	\$ 9,000.00	\$9,000.00	
<b>UES</b>	Roof repair	\$ -	\$ 22,500.00	\$22,500.00	
<b>UES</b>	Key card access from back of building - at end of 2 hallways	\$ -	\$ 6,551.08	\$6,551.08	
<b>MMS</b>	Paint bathrooms	\$ -	\$ 6,000.00	\$6,000.00	
<b>MMS</b>	Desks and chairs	\$ -	\$ 13,000.00	\$13,000.00	
<b>CES</b>	Repair/ Replace damaged or destroyed gutters and downspouts	\$ -	\$ 9,870.55	\$9,870.55	
<b>UHS</b>	Activity Bus Replacements	\$ 6.72	\$ -	\$6.72	Balance moved to UIS roofing project
<b>Systemwide</b>	Camera system for 30 Buses	\$ 47.06	\$ -	\$47.06	Balance moved to UIS roofing project
<b>Systemwide</b>	Mobile Units for HB 13 Compliance	\$ 184,000.00	\$ -	\$184,000.00	125,831.11 moved to UIS roofing project
<b>Clement ES</b>	Chiller control system - Clement	\$ 1,807.76	\$ -	\$1,807.76	Balance moved to UIS roofing project
<b>LHS</b>	HVAC replacement rooftop unit	\$ 34.81	\$ -	\$34.81	Balance moved to UIS roofing project
<b>PVES</b>	Chiller control system - PV	\$ 3,883.01	\$ -	\$3,883.01	Balance moved to UIS roofing project
<b>UIS</b>	Outdoor Court Repair	\$ 3,945.25	\$ -	\$3,945.25	Balance moved to UIS roofing project

UIS	Roof replacement	\$ 587,000.00	\$ -	\$587,000.00	167,908.00 in carryover funds for total of 754,908.00
UES	HVAC replacement for stage	\$ 32,359.00	\$ -	\$32,359.00	Balance moved to UIS roof replacement
<b>Totals</b>		<b>\$ 1,504,292.73</b>	<b>\$ 867,153.00</b>	<b>\$ 2,371,445.73</b>	

Passed by majority vote of the Board of Education of Sampson County on the 27th Day of July 2020.



Chair, Board of Education



Secretary, Board of Education

We, the Board of County Commissioners of Sampson County hereby approve the Capital Outlay Budget Amendment as indicated above and have made entry of this budget on the minutes of said Board, this \_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Chairman, Board of Commissioners

\_\_\_\_\_  
County Manager

# 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:** County Commissioner's Consent Agenda Items

**Date:** July 22, 2020

Attached are the items approved by the Health Advisory Board on July 20, 2020 and are being submitted to the county commissioners for their approval.

- I. COVID-19 Policy and Procedure:  
The purpose of this policy is to provide guidance to personnel regarding the monitoring, reporting, tracking and notification of residents for COVID-19. The Sampson County Health Department has developed this policy to address Federal and State Guidelines to mitigate the effects of COVID-19 on the residents of Sampson and surrounding counties.
- II. Sampson County Board of Health Operating Procedures:  
The Sampson County Board of Health Operating Procedures was adopted on October 2018. These procedures are being submitted and recommended to be amended to include the appeals process concerning the enforcement of rules adopted by the board and concerning the imposition of administrative penalties by the local health director.
- III. The Local Health Department Health Services Analysis Policy and Procedure Revision:  
The purpose of this policy is to detail the security measures involved in the reporting process for clinical data exchanged between the North Carolina Division of Public Health-State Center for Health Statistics and Sampson County Health Department. This is the annual update for this policy.
- IV. COVID-19 CARES funding: \$32,395.00 (will be included on September agenda)  
The purpose of this funding is for the health department to work to prevent, prepare for and respond to the Coronavirus Disease 2019 by carrying out surveillance, epidemiology, laboratory capacity, Infection Control, mitigation, communication, and other preparedness and response activities.

- V. WIC Special Funding: \$5,146.00 (was approved on July agenda)  
The Special Supplemental Nutrition Program for WIC awards this special one-time funding to the health department for the purpose of acquiring approved equipment and to respond to the increasing demand for services and the provision of remote services during the COVID-19 pandemic.
- VI. Contract for School Health Nursing Services:
  - a. Clinton City Schools \$150,000
  - b. Sampson County Schools \$250,000
- VII. Uncollectible Account Balance Write-Off \$159.00

If you have any questions, please contact Sally DeMay.

Attachments:

- I. COVID-19 Policy and Procedures - Requires signature of Board Chair
- II. Sampson County Board of Health Operating Procedures - Requires signature of Board Chair
- III. The Local Health Department Services Analysis Policy and Procedures Revision – Requires signature of Board Chair
- IV. Clinton City Schools Contract – Requires signature of Board Chair
- V. Sampson County Schools Contract – Requires signature of Board Chair
- VI. Uncollectible Account Balance Write-off

**Sampson County Health Department**

**COVID-19 Policy & Procedures**

**&**

**COVID-19 Standing Orders**

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**SAMPSON COUNTY HEALTH DEPARTMENT  
 COVID-19 Policy and Procedures: Year 2020  
 Annual Review/Revision Form**

Manual: Communicable Disease Manual	Applicable Signatures/Title:
Title: COVID-19 P&P	Program Coordinator: Heather Testerman, RN
<input type="checkbox"/> Program Policy: _____ Program	Supervisor: Emily Spell, RN
<input type="checkbox"/> Program Procedure: _____ Program	Director of Nursing: Kelly Parrish, RN
<input checked="" type="checkbox"/> Management/Department-wide Policy	Medical Director: Dr. Tim Smith
<input type="checkbox"/> Personnel Policy	Health Director: Wanda Robinson
<input type="checkbox"/> Fiscal Policy	Board of Health Chair: Clark Wooten
Distributed to: All Personnel	Health Advisory Board Chair: Jacqueline Howard
	Effective Date: 06/01/2020
	Supersedes: N/A

**Original/Review/Revision Date:**   07/07/2020  :

Medical Director	Date
Board of Health Chair	Date
Health Director	Date
Nursing Director	Date
Communicable Disease Program Coordinator	Date

*Adopted Date: 07/07/2020*

Sampson County Health Department COVID-19 Program Policy Review & Revision Form				
Annual Review Date	Revision Date	Revision: Name, Location, Page # of Section w/ Revision(s)	Changes Made By	Date Staff Notified
Original Date: 07/07/2020		New Policy; no reviews or revisions	K. Parrish, RN	07/21/2020

**SAMPSON COUNTY HEALTH DEPARTMENT  
 COVID-19 Policy & Procedures: Year 2020**

Manual: Communicable Disease Manual	Applicable Signatures/Title:
Title: COVID-19 P&P	Program Coordinator: Heather Testerman, RN
<input type="checkbox"/> Program Policy: _____ Program	Supervisor: Emily Spell, RN
<input type="checkbox"/> Program Procedure: _____ Program	Director of Nursing: Kelly Parrish, RN
<input checked="" type="checkbox"/> Management/Department-wide Policy	Medical Director: Dr. Tim Smith
<input type="checkbox"/> Personnel Policy	Health Director: Wanda Robinson
<input type="checkbox"/> Fiscal Policy	Board of Chair: Clark Wooten
Distributed to: All Personnel	Health Advisory Board Chair: Jacqueline Howard
	Effective Date: 06/01/2020
	Supersedes: N/A

**Purpose:**

To provide guidance to personnel regarding the monitoring, reporting, tracking and notification of residents for COVID-19.

**Policy:**

Multiple factors in today’s world makes it much more likely that the spread of disease will occur faster and further than in the past. With today’s mobile lifestyles and the ease at which both people, animals and commodities travel around the globe at a much faster rate, the spread of disease also occurs in the same fashion. A person, animal or commodity can be in one geographical area, then be transported to the other side of the world in less than 12 hours. A person can be infected in one geographical location, then be in an entirely different location before symptoms of the disease appear.

COVID-19 is a respiratory virus that can cause illness including fever, cough, shortness of breath, chills, muscle pain, sore throat, new loss of taste or smell, or other symptoms per the CDC. In some patients COVID-19 causes severe illness and death. It is passed from person to person, including by coughing or sneezing.

The Sampson County Health Department (SCHD) has developed this policy to address Federal and State guidelines to mitigate the effects of COVID-19 on the residents of Sampson and surrounding counties.

**Definitions:**

Communicable Condition: The state of being infected with a communicable agent but without symptoms.

Communicable Disease: An illness due to an infectious agent or its toxic products which is transmitted directly or indirectly to a person from an infected person or animal through the agency of an intermediate animal, host, or vector, or through the inanimate environment.

**Imminent Hazard:** A situation that is likely to cause an immediate threat to human life, an immediate threat of serious physical injury, an immediate threat of serious adverse health effects, or a serious risk of irreparable damage to the environment if no immediate action is taken.

**Isolation Authority:** The authority by the State Health Director or a local health director to issue an order to limit the freedom of movement or action of persons or animals that are infected or reasonably suspected to be infected with a communicable disease or communicable condition for the period of communicability to prevent the direct or indirect conveyance of the infectious agent from the person or animal to other persons

**Local Health Department:** A district health department or a public health authority or a county health department.

**Local Health Director:** The administrative head of a local health department appointed pursuant to Chapter 130A.

**Outbreak:** An occurrence of a case or cases of a disease in a locale in excess of the usual number of cases of the disease.

**Quarantine Authority:** The authority of the State Health Director or a local health director to issue an order to limit the freedom of movement or action of persons or animals which have been exposed to or are reasonably suspected of having been exposed to a communicable disease or communicable condition for a period of time as may be necessary to prevent the spread of that disease. Quarantine authority also means the authority to issue an order to limit access by any person or animal to an area or facility that may be contaminated with an infectious agent. The term also means the authority to issue an order to limit the freedom of movement or action of persons who have not received immunizations against a communicable disease when the State Health Director or a local health director determines that the immunizations are required to control an outbreak of that disease.

### **Acronyms:**

CAD-Computer Aided Dispatch Service

CDC-Center for Disease Control and Prevention

DOB-Date of Birth

E/M- Evaluation and Management

EP-Epidemiology Program

FQHC- Federally Qualified Health Center

NC DHHS- North Carolina Department of Health and Human Services

NCSLPH-North Carolina State Laboratory of Public Health

NP-Nasopharyngeal

PCP-Primary Care Provider

PPE-Personal Protective Equipment

PRR-Patient Relations Representative

PUI-Person Under Investigation

SOAP- Subjective, Objective, Assessment, Plan

### **Laws, Rules & Regulations:**

North Carolina General Statute (G.S.) 130A:

Reportable diseases and conditions: § 130A-134

Reporting Responsibility: § 130A-135 through 140  
Confidentiality of Records: § 130A-143  
Investigation and Control Measures: § 130A-144  
Quarantine and Isolation Authority: § 130A-145  
Provision of Local Public Health Services: § 130A-34  
Powers and Duties of Local Health Director: § 130A-41  
State Laboratory of Public Health: § 130A-88

Title 10A - Health and Human Services, Chapter 41:

The rules for administration of North Carolina protocols for disease control 10A NCAC 41, Subchapter A:

Reportable Diseases: 10A NCAC 41A .0101  
Method of Reporting: 10A NCAC 41A .0102  
Duties of Local Health Director: Report Communicable Diseases: 10A NCAC 41A .0103  
General Control Measures: 10A NCAC 41A .0201  
Infection Prevention – Health Care Settings: 10A NCAC 41A .0206  
Duties of Attending Physicians: 10A NCAC 41A .0210  
Duties of Other Persons: 10A NCAC 41A .0211

US Public Health Service Act (42 U.S. Code § 264):

Section 361 of the Public Health Service Act (42 U.S. Code § 264); U.S. Secretary of Health and Human Services authorization.

Sections 70 and 71: CDC authorization.

Sections 264-272: The Public Health and Welfare, Chapter 6A – Public Health Service, Subchapter II – General Powers and Duties, Part G – Quarantine and Inspection.

Section 264: Regulations to Control Communicable Diseases

**Responsible Persons:**

All Communicable Disease Personnel

**Procedures:**

Section 1: Overview:

On January 30, 2020, the World Health Organization declared COVID-19 a Public Health Emergency of International Concern. On January 31, 2020 the U.S. Department of Health and Human Services declared a public health emergency in the United States for COVID-19. On March 10, 2020, Governor Cooper declared a state of emergency in North Carolina due to COVID-19. On March 11, 2020, the World Health Organization declared COVID-19 a global pandemic. On March 13, 2020 the President of the United States declared that the COVID-19 pandemic in the United States constitutes a national emergency. The primary mode of transmission of COVID-19 in the community is from person-to-person.

Preventing the spread of COVID-19 is critical to protecting the public's health. The further spread of COVID-19 in the community could have severe public health consequences. The

following testing procedures and processes will be used by Sampson County Health Department Staff to address COVID-19.

Section 2: Testing Procedures:

Once a client has been identified as needing testing for COVID-19, staff will follow the procedures outlined below.

1. The CDC Person Under Investigation (PUI) Form will be initiated on the appropriate client seeking testing.
  - A. If the client is present in the building, the client will be asked to don a mask and return to their vehicle. The client will be given the COVID-19 information line and advised to call that number for further guidance.
  - B. If the client is calling the health department or the need is identified during a contact tracing interview, the client will be transferred to the nurse assigned to the COVID-19 information line.
  - C. The assigned nurse on the COVID-19 information line will obtain the information needed to complete the Person Under Investigation (PUI) form, write the client's phone number on top of form and include the reason for testing on the form in a manner that will be easily identified by the walk-in nurse.
  - D. The nurse will complete the PUI packet (see Attachment F) which includes the following forms:
    1. Human Infection with 2019 Novel Coronavirus Person Under Investigation (PUI) and Case Report Form
    2. "Steps for People after COVID-19 Testing" Handout
    3. Face Mask Handout (bilingual) from NC State Extension
    4. Face Masks in clear bag to distribute to patient and family
2. Once the nurse has obtained all necessary information from the client, the client will be transferred to the Patient Relations Representative (PRR) (Cindi) at ext. 4232: if unavailable, transfer the call to the Account Tech (Sandra) at ext. 4208. The nurse will take the completed PUI form to the PRR's office and place in the "COVID" tray.
  - A. If the client is Spanish-speaking and needs an interpreter, the interpreter will be paged to report to the appropriate office.
  - B. If the client speaks another language besides Spanish, the PRR/Account Tech will utilize the language line for interpreting with the client to obtain the information below.
  - C. Demographic information will be gathered and a chart created in CureMD for the clients that do NOT have one.
  - D. If one has already been created, the information will be updated and MUST include the street and mailing address, client and emergency contact phone numbers, and social security number, if applicable.
  - E. An encounter form will be created.

- F. The client will be asked to choose a “Code Word” for test results. The client should be advised that this word will allow SCHD staff to disclose test results and should be something that the client can easily remember.
  - G. The “Code Word” will then be entered into the Notes Section of the patient’s banner in CureMD as a “high” priority to ensure the word is in red text and stands out.
  - H. The client will be offered an appointment at either 10:00 am or 2:00 pm and placed into the General or Walk-In Clinic.
    - 1. There will be a maximum of 6 appointment slots at each time (10:00 am and 2:00pm)
    - 2. Clients will be told to be at SCHD at either 10:00 am or 2:00 pm.
    - 3. Instruct clients to drive to County Complex Road and locate Building E (the only two-story building on the complex). There are 6 designated parking spots for clients with appointments in the front of Building E.
    - 4. Clients will be assigned a number (1-6) as they are scheduled. The number needs to be entered in as a comment on the calendar AND written on the top of the encounter form.
  - I. The appointment reason will be “COVID Test”.
  - J. Every effort is to be made to ensure clients are grouped together as much as possible to conserve PPE.
3. Once the appointment is made, the PRR or Account Tech (Cindi or Sandra) will obtain insurance information.
- A. If the client has the ability, the client can take a picture of the front and back of the card and email it to the staff member to be scanned in the chart.  
OR
  - B. If the client does not have that ability, I/E staff will obtain all needed information to enter insurance data into chart.
  - C. The client will be instructed to call 910-592-1131 and press “0” once they arrive to designated parking area.
  - D. The encounter form and PUI forms will be dropped in the “Triage” box at the nurses’ station.

**\*\*\*NOTE:** *Encounter forms can be held until 10:00 am and 2:00 pm instead of I/E staff dropping forms individually to prevent excessive steps.*

- 4. Once the client arrives, the client will call 910-592-1131 and press “0” and staff will verify where they are parked and check them in on the CureMD Schedule.
- 5. The nurse assigned to the “General” or walk-in clinic will obtain forms from box and proceed as follows:
  - A. Access patient’s chart in CureMD via the resource calendar.
  - B. Create a “Blank SOAP Note”

- C. Follow note template: add “COVID test” and current date to Problem/Need Flow Sheet.
  - D. Select lab order on note and review the encounter form to assess insurance information:
    - 1. If the client has insurance, order the COVID test through LabCorp:
      - a. In the “Search Master List” box, search for “139900” (this is the order number) and click on “SARS-CoV-2, NAA”
      - b. This should add it to the lower box showing it is being ordered and then click “Sign” at the top of the order.
    - 2. If the client does not have insurance, order the COVID test through NCSLPH (state lab)
      - a. Select “SCHD Internal/State Labs” from drop-down menu.
      - b. In the “Search Master List” box, search for “87635” (this is the CPT code) and click on it
      - c. This should add it to the lower box showing it is being ordered and then click “Sign” at the top of the order.
      - d. Ensure COVID-19 lab requisition for NCSLPH is completed (see Attachment H).
6. A SOAP note will be created for the patient stating the reason for testing.
- Example: “S: Patient tested for COVID-19 due to being identified as a close contact to a confirmed case. O: see labs. A: Symptoms began on 04/05/2020. P: Test obtained per standing orders. PUI education provided- see scanned records. Patient to call back in 3-5 days for test results.”
- 7. The procedures: 99211 and 99000 (only if state lab performed) will be added to the note.
  - 8. The diagnosis will be: Z20.828.
  - 9. The note will be electronically signed.
  - 10. The E-superbill will be created and signed to ensure it matches what is written on paper encounter form.
  - 11. The provider note will be assigned to the Preparedness Coordinator (Lindsey) to be put on the master testing log.
  - 12. The testing nurse will complete the encounter form:
    - A. Circle the program “EP”
    - B. Add ICD 10 diagnosis code: Z20.828 to the top right of form
    - C. Circle CPT code 99211 (E/M Office Visit)
    - D. Circle CPT code 99000 (state lab only)
    - E. Write in CPT code 87635 for the COVID-19 Test (write in 90 modifier) under the “State Lab” heading if state lab and under the “LabCorp” heading if LabCorp.
    - F. Sign encounter form.



13. The walk-in nurse will designate an assistant to go with her to perform the testing in the designated parking spots outside. The assistant can be any facility member, but will need to be an interpreter if the client speaks Spanish.
14. The walk-in nurse will don full PPE for testing: ear-loop mask, face shield, gown, gloves.
15. The assistant will don gloves and ear-loop mask. The assistant will also need a pair of scissors and extra gloves.
16. The walk-in nurse will greet the client and verify name and DOB.
17. The test will be collected per guidelines for each lab:
  - A. Specimen Collection Instructions for NCSLPH specimens (see Attachment I).
    1. Only a nasopharyngeal swab needs to be collected. Use a synthetic-tipped, sterile swab (Dacron, polyester, etc.) of appropriate size with a plastic or metal shaft. **Do NOT** use a calcium alginate swab or one with a wood shaft.
    2. Insert swab into the nostril parallel to the palate until resistance is encountered. Leave in place a few seconds to absorb secretions. Slowly remove swab while rotating and place the tip into a vial of sterile viral transport medium. Aseptically cut off the swab shaft so that it does not protrude above the rim of the vial and cap.
    3. Label the vial containing the swab completely: NP Swab, Patient Name, Date of Birth and Date of Collection.
  - B. Specimen Collection Instructions for LabCorp specimens (see Attachment J):
    1. Nucleic Acid Amplification Nasal Swab (anterior nares) specimen only.
    2. Use specimen collection kit provided by LabCorp.
    3. Take one of the cotton swabs out of its package. Do not touch the cotton tip of the swab with your hands. You will only need one of the cotton swabs, but the other(s) is/are provided as backups.
    4. Screw off the top of the collection tube. Hold swab in one hand and collection tube in the other, being careful not to spill the liquid. Do not drink the liquid.
    5. Insert the tip of the cotton swab into one nostril. The cotton swab does not need to be inserted far—insert just until the cotton tip of the swab is no longer visible. Rotate the swab in a circle around the entire inside edge of the nostril at least 3 times.
    6. Take the cotton swab out of the nostril. Using the same end of the cotton swab, repeat step 5 in the other nostril.
    7. Remove the cotton swab from the second nostril and place in the collection tube. The end of the cotton swab that went into the nose should be placed into the tube first so that it sits down in the liquid. Screw the top of the collection tube back on.
    8. Label collection tube with 2 unique patient identifiers, such as name and date of birth and place in biohazard specimen bag.
18. The assistant will help as needed.

19. The walk-in nurse will review the PUI documents with the patient and explain how to self-monitor for symptoms and to isolate at home, if applicable, until the test results are known.
20. Give clients the Guidance for PUI document, which will include SCHD's COVID-19 line at 910-490-1056 and instruct them to call back within 3-5 days for test results.
21. Clients will be given the face masks for them and their family.
22. Both staff will doff PPE and discard appropriately.
23. The specimen and lab requisition (State Lab **ONLY**) will be dropped off in the lab.
24. Lab tech will be responsible for documenting the test in the lab logbook.
25. The PUI forms and completed encounter form will be dropped off in the "COVID" tray in the PRR's (Cindi) office.

Section 3: COVID-19 Test Results:

1. Lab staff will be responsible for pulling results done in-house at 10am and 3pm daily.
2. For labs completed via NCSLPH:
  - A. Result will be printed when available.
  - B. Result will be documented in lab logbook.
  - C. Result will be scanned into patient's chart under the lab order.
  - D. Result will be assigned to the Preparedness Coordinator (Lindsey) in CureMD.
3. For labs completed via LabCorp:
  - A. Result will be automatically fed into the patient's chart in CureMD.
  - B. Result will be documented in lab logbook.
  - C. Result will be assigned to the Preparedness Coordinator (Lindsey) in CureMD.
4. If clients call in for their test result, the lab tech/nurse will ask for the client's "Code Word" located in the notes section in the client's banner in CureMD.
5. Once the "Code Word" has been verified the lab tech will search for the results:
  - A. If negative, the results will be given by lab tech.
  - B. If positive, the patient will be transferred to the nursing staff who will inform the client:
    1. Isolate at home.
    2. A case investigator will be calling them for an interview.

**\*\*NOTE:** *When giving test results, staff **MUST** verify patient using a **MINIMUM** of **TWO** unique identifiers such as name and date of birth. If unsure, request additional identifying information, such as social security number, race, emergency contact, gender, etc.*

Section 4: Initial Notification & Documentation Process:

SCHD will be notified of positive case via telephone call from provider's office or lab, facsimile with positive lab, or via NCEDSS. Staff will ensure the following:

1. Once the notification has been made:
  - A. If the lab was called, the test results will need to be faxed to confirm
  - B. Demographics will be reviewed to determine county of residence
2. Review lab information to ensure lab criteria meets either of the following case definitions:
  - A. Confirmed case definition: detection of SARS CoV-2 RNA in a clinical specimen using a molecular amplification detection test approved or authorized by the FDA or designated authority.
  - B. Probable case definition: detection of SARS CoV-2 specific antigen in a clinical specimen.
3. Verify client's state and/or county of residence:
  - A. If out of state, update the address in the Person tab in NCEDSS, then assign to state disease registrar as "Does not meet criteria".
  - B. Communicable Disease Branch will ensure out of state notifications are sent to the appropriate state.
  - C. If the client resides in another county:
    1. Reassign to that county in the Administrative Package in NCEDSS
    2. If the event is not in NCEDSS, contact the county of residence and obtain fax number to send the notification.
4. Confirmed and probable cases will be given to the Preparedness Coordinator (Lindsey) who will:
  - A. Add patient's name, date of birth, test result, provider who performed the test and address to the Master Testing Log
  - B. The case will then be assigned a number
  - C. The case will then be given to the Communicable Disease Coordinator (Heather) to distribute to the appropriate staff for initial interview:
    1. English-speaking clients will be assigned to PMHRP Supervisor (Tiffany), Health Educator (Luke) or COVID Outreach Worker (Cindy).
    2. Spanish-speaking clients will be assigned to an interpreter (Alex, Eileen, or Ana/Anahi/Penny).
    3. Clients that are assigned to CCNC staff will be filed separately in the Communicable Disease Coordinator's (Heather) office.
5. The Preparedness Coordinator (Lindsey) will send addresses of all positive cases to EMS for input into the *Computer Aided Dispatch Service* (CAD).

**NOTE:** *Antigen tests are being kept on a separate sheet and not included in case counts at this time.*

Section 5: Case Documentation & Management:

1. Assigning and Managing the case:
  - A. Each staff member given an assignment will log cases on Case Tracking Log- see Attachment A.
  - B. The Case Tracking Log will be copied at the end of each day and given to the Communicable Disease Coordinator (Heather) each day.
  - C. Initial contact with the case is to be made within 48 hours of receiving lab.
  - D. Initial contact is to be attempted via phone:
    1. If no answer and able to leave a voicemail, leave message with the worker's name and extension number. If no response within 3-4 hours, reattempt to reach by phone. If still unable to reach, reattempt to reach by phone. If unable to reach via phone x3 attempts, a field visit must be performed.
    2. If no answer and unable to leave a voicemail OR phone is disconnected, attempt to obtain a different number (i.e.: call provider's office and ask for a different number, employer and/or emergency contact; contact employer if known. If no response within 3-4 hours, reattempt to reach by phone. If still unable to reach, reattempt to reach by phone. If unable to reach via phone x3 attempts, a field visit must be performed.
    3. If no response from above, prior to field visit being made, can obtain a SCHD cell phone from the Communicable Disease Coordinator (Heather), Preparedness Coordinator (Lindsey) or the COVID phone and text client.  
**NOTE:** *Consideration is to be given to ensure confidential information is not disclosed via text. Text should instruct client to call SCHD.*
2. Obtaining Information:
  - A. Use the initial interview form to obtain information needed- see Attachment B.
  - B. If the address is different from the information provided on the lab results, alert the Preparedness Coordinator (Lindsey).
  - C. Ensure that the patient and those identified as close or household contacts are isolated and understand the importance of staying home.
  - D. If patient is hospitalized:
    1. Attempt to contact patient's room (if given room number information)
    2. If unable to reach patient's room, contact emergency contact
    3. If unable to reach any of the above, contact infection disease unit at the facility
    4. Document name of hospital, room number and condition (if known) on tracking log under the "Notes" column

5. Alert Communicable Disease Coordinator (Heather) if patient is in hospital and unable to reach to complete initial interview
6. Document status changes of the patient on tracking log under the “Notes” column.

Example: If the patient is being discharged, this date needs to be documented OR if the patient expires, this date needs to be documented as well. Alert the Communicable Disease Coordinator (Heather) if death occurs.

3. Review the “Steps for People After COVID-19 Testing”- see Attachment C.
4. Discuss the recovery guidelines with the patient –see initial interview form.
5. Advise the patient that this is their initial contact and a staff member may be calling daily, at a mid-point and at their recovery date to ensure there are no concerns.
6. The potential recovery date is to be given to the patient- see initial interview form.

Example 1: If the patient was tested on 06/01/2020 and does not exhibit symptoms, the potential recovery date would be 06/11/2020 (10 days from the date of the positive test). If the initial contact is being made with the patient on 06/05/2020, the mid-point date would be either 06/08 or 06/09. Then, the last follow-up would be 06/11/2020 and if the patient hasn’t developed symptoms, the patient is considered recovered.

Example 2: If the patient was tested on 06/10/2020 and the initial symptoms started on 06/05/2020, the potential recovery date would be 06/15/2020. If the initial contact was made on 06/13/2020 and the patient’s symptoms have resolved, the next follow-up call would need to be on 06/15/2020 and the patient is considered recovered.

7. The patient is to be given the COVID number (910) 490-1056 and instructed to call this number any time they have questions or their condition changes.
8. If the patient needs a work note (see Attachment D) faxed to their employer, it is the patient’s responsibility to provide a fax number to send the letter; once faxed, document on the tracking log.
9. The patient’s employer information is to be entered on the tracking log to ensure clusters or outbreaks are quickly identified and managed appropriately.
10. Encourage close contacts to self-monitor for 14 days after their last exposure to the positive case.
11. Contacts that wish to be tested are to be referred to: their PCP, FQHCs (Goshen Medical Center or CommWell Health) or SCHD.
12. Contacts should be tested on day 6 after the exposure to the positive case per NC DHHS guidance.
13. If the patient refuses to provide information needed for initial interview form, alert the Nursing Director (Kelly) or Health Director (Wanda)..
14. Per North Carolina Communicable Disease Law (NCGS 130A), the patient is required to provide information regarding symptoms, exposure and contacts.
15. Isolation orders can be issued to the patient which can lead to a warrant for their arrest if they do not cooperate or abide by guidelines set forth- see Attachment E.

16. Determine the Patient Risk Categorization:
- A. Is the patient a resident or employee of a long-term care facility or other congregate setting (i.e. group home, daycare/school/institution, migrant camp, jail, prison, or domestic shelter)?
  - B. Is the patient a healthcare worker?
  - C. If patient is identified as being high-risk case, document on the tracking log and notify the Communicable Disease Coordinator (Heather) needs to be notified immediately.
17. Other Important Considerations:
- A. It is **imperative** that patient confidentiality is **ALWAYS** maintained. Staff are not allowed to disclose any information on cases to anyone who is not directly involved in the patient's medical care. Staff should not be discussing cases or their locations of employment to other staff members unless it is necessary for case investigation purposes.
  - B. Work notes sent to employers are **required** to have the patient's name that we have on file and their date of birth. Aliases can be included in the note but must be in parenthesis following the name in our chart.
  - C. Questions/Concerns:
    - 1. Contact the Communicable Disease Coordinator (Heather) or the Preparedness Coordinator (Lindsey) **ONLY** for any questions or concerns.
    - 2. If a client has questions/concerns and the Communicable Disease Coordinator (Heather) and/or the Preparedness Coordinator (Lindsey) are unavailable, inform the patient that you will call them back once you have an answer.
    - 3. Personnel are **NOT** to call clinic staff for questions regarding cases.

**References:**

1. North Carolina Department of Health & Human Services:

<https://covid19.ncdhhs.gov/>

<https://covid19.ncdhhs.gov/guidance#all-guidance-for-health-care-providers-and-local-health-departments>

<https://covid19.ncdhhs.gov/about-covid-19/testing>

<https://files.nc.gov/covid/documents/guidance/healthcare/DPH-COVID19-Home-IQ-Guidelines-and-Directives-Packet.pdf>

<https://files.nc.gov/covid/documents/guidance/healthcare/DPH-Home-IQ-Guidelines-and-Directives-Packet-Spanish.pdf>

<https://files.nc.gov/covid/documents/guidance/healthcare/SHD-Temporary-Order-Reporting-Requirements.pdf>

2. Centers for Disease Control & Prevention (CDC):

<https://www.cdc.gov/coronavirus/2019-nCoV/index.html>

<https://www.cdc.gov/coronavirus/2019-nCoV/lab/guidelines-clinical-specimens.html>

# APPENDIX



**Attachment A: COVID-19 Case Tracking Log:**

**COVID-19 Case Tracking Log**

Case Number	Dates of Contact		Potential Recovery Date	Employer	Work Notes		Notes
	Initial	Midpt.			Date Faxed		
					Isolation Faxed Date: _____	Return Faxed Date: _____	
					Isolation Faxed Date: _____	Return Faxed Date: _____	
					Isolation Faxed Date: _____	Return Faxed Date: _____	
					Isolation Faxed Date: _____	Return Faxed Date: _____	
					Isolation Faxed Date: _____	Return Faxed Date: _____	
					Isolation Faxed Date: _____	Return Faxed Date: _____	
					Isolation Faxed Date: _____	Return Faxed Date: _____	
					Isolation Faxed Date: _____	Return Faxed Date: _____	
					Isolation Faxed Date: _____	Return Faxed Date: _____	
					Isolation Faxed Date: _____	Return Faxed Date: _____	
					Isolation Faxed Date: _____	Return Faxed Date: _____	

Page \_\_\_\_\_

**Attachment B: COVID-19 Initial Interview Form:**

Case #: \_\_\_\_\_ Total # of Contacts: \_\_\_\_\_ If hospitalized, name of facility & room #: \_\_\_\_\_

**COVID-19 Initial Interview Form**

Interviewer Name: \_\_\_\_\_ Date of Initial Interview: \_\_\_\_\_

Case Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Street Address \_\_\_\_\_ Phone \_\_\_\_\_

Name of Employer: \_\_\_\_\_ Employer Location (City): \_\_\_\_\_

Supervisor Name: \_\_\_\_\_ Dept.: \_\_\_\_\_ Shift: \_\_\_\_\_

Last Dates Worked: \_\_\_\_\_ Need a Work Note? Yes \_\_\_\_\_ No \_\_\_\_\_

If needs a work note, need HR secure fax number if possible: \_\_\_\_\_

\_\_\_ Male \_\_\_ Female Race: \_\_\_ White \_\_\_ Black \_\_\_ Asian \_\_\_ Haitian \_\_\_

Other \_\_\_\_\_ Ethnicity: \_\_\_ Hispanic \_\_\_ Not Hispanic/Latino

Need interpreter? Yes \_\_\_\_\_ No \_\_\_\_\_ Language: \_\_\_\_\_

Date of Test Collection: \_\_\_\_\_

Symptomatic? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, date symptoms FIRST started: \_\_\_\_\_

If having symptoms, 10-day date from onset= \_\_\_\_\_ \*Potential Recovery Date\*

If not having symptoms, 10-day date from date of test= \_\_\_\_\_ \*Potential Recovery Date\*

\*\*Midpoint date= \_\_\_\_\_

*This date should be a halfway point between the initial interview date and the recovery date. If the patient is already recovered at the initial interview, omit this date.*

*Inform the patient that we will be following up with them at this mid-point date and recovery date to check-in. However, if their condition changes, they need to call us immediately at the COVID line: 910-490-1056.*

**CDC criteria for discontinuation of isolation:**

If symptomatic, at least 3 days have passed since recovery defined as resolution of fever *without the use of fever-reducing medications* and improvement in respiratory symptoms (e.g., cough, shortness of breath); **AND** at least 10 days have passed *since symptoms first appeared*.

If asymptomatic, should remain isolated until 10 days have passed since the date of their first positive test- given they do not develop symptoms by then.

**Sampson County Health Department  
COVID-19 Policy & Procedures  
COVID-19 Standing Orders**

Case #: \_\_\_\_\_ Total # of Contacts: \_\_\_\_\_ If hospitalized, name of facility & room #: \_\_\_\_\_

Symptoms: (Please check all that apply and be specific as possible)

Symptoms	Date of Onset	Details/Comments
Fever		Highest Measured Temp (if known):
Sweats		
Chills		
Headache		
Muscle aches		
Sore throat		
Cough		Productive: Yes/No If yes, describe: Clear/Purulent/Bloody/ Other:
Shortness of breath		
Chest X-Ray (if done)		Impression:
Chest CT? (if done)		Impression:
Pneumonia		
Vomiting		
Abdominal pain/cramps		
Diarrhea		Bloody? Watery? Max #/24 hr.:
Other:		
Other:		
Other:		

Are you pregnant? \_\_\_yes \_\_\_no If yes, how many weeks are you? \_\_\_\_\_ EDD: \_\_\_\_\_

Have you traveled outside of Sampson County in the past 14 days? \_\_\_yes \_\_\_no

If yes, where and when: \_\_\_\_\_

Are you a contact to a confirmed COVID-19 case? If yes, who \_\_\_\_\_

where \_\_\_\_\_ Healthcare worker: \_\_\_yes \_\_\_no

Are you a student? \_\_\_yes \_\_\_no Child care: \_\_\_worker \_\_\_ participant \_\_\_no

Name of school or child care: \_\_\_\_\_

Have you attended church or social gatherings since you became ill: \_\_\_yes \_\_\_no

If yes, where and when? \_\_\_\_\_

Have you been to: \_\_\_Walmart \_\_\_Grocery Store \_\_\_Other

Name: \_\_\_\_\_

In the 14 days before you became sick, have you been in the ER, doctor's office, or a long term

care facility? \_\_\_yes \_\_\_no Where & when: \_\_\_\_\_

Did you receive treatment for your illness? \_\_\_\_\_

Other chronic medical conditions? \_\_\_\_\_

Case #: \_\_\_\_\_ Total # of Contacts: \_\_\_\_\_ If hospitalized, name of facility & room #: \_\_\_\_\_

\*If hospitalized, complete the following:

1. Name of facility: \_\_\_\_\_
2. Date admitted: \_\_\_\_\_
3. Potential discharge date: \_\_\_\_\_
4. Room Number: \_\_\_\_\_
5. Is the patient intubated? \_\_\_no \_\_\_yes
6. Contact\* at facility for updates/medical records: \_\_\_\_\_

*\*This person is usually the infection prevention nurse or "epi" unit at a hospital. Do not contact medical records for this information.*

**Contact Investigations:**

List by name and date of birth all household members. If symptomatic add symptoms and date of onset.

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List by name close work contacts, last date contact made, work department. Also list here anyone considered a close contact (within 6 ft. of the case for 10 minutes or longer). List names, relationship, type of contact, and contact numbers if available.

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## Attachment C: Steps for People After COVID-19 Testing (English and Spanish):



NC DEPARTMENT OF  
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### Steps for People After COVID-19 Testing

There are a number of reasons why you may be tested for COVID-19. It may be because you have COVID-19 symptoms, were a close contact of someone with COVID-19, are in a job or a population that may be at higher risk for exposure and suspect you may have been exposed to COVID-19; or are in a job or a population for which routine or repeat testing is recommended or required. The information below will help you to determine what you should do while you are waiting for your test results, and what to do after your test results are available.

COVID-19 symptoms include:

- Fever, chills, or repeated shaking/shivering
- Cough
- Sore throat
- Shortness of breath, difficulty breathing
- Feeling unusually weak or fatigued
- Loss of taste or smell
- Muscle pain
- Headache
- Runny or congested nose
- Diarrhea (loose stools 3 or more times a day)

#### What do I do while I wait for my test results?

If you have any COVID-19 symptoms, were tested because you were exposed to someone with COVID-19, or you suspect you may have been exposed to COVID-19, you should stay home and, as much as possible, avoid others in your household. In addition, if you were tested because you have COVID-19 symptoms, everyone in your household should stay at home as much as possible until your results are known.

If you were tested for COVID-19 but have no symptoms and no known or suspected exposure to someone with COVID-19 (for example, as part of a workplace screening program), you do not need to stay home while waiting for your results unless you are told to do so by your employer or by a public health official.

#### What if my test is negative?

If you were tested because you have symptoms, you should stay home until you have no fever without the use of fever-reducing medicines, and you have felt well for at least 24 hours.

If you were tested because you have symptoms and a healthcare provider still thinks you have COVID-19, even with a negative test, you should stay home and, as much as possible, avoid others in your household until you can say yes to **ALL three of the following questions:**

- Has it been at least 10 days since you first had symptoms?
- Has it been at least 72 hours (3 days) since you have had a fever without using fever-reducing medicine?
- Has it been at least 72 hours (3 days) since your other symptoms have improved (such as coughing and shortness of breath)?

If you were tested because of a known contact to someone with COVID-19, you should stay home and quarantine (avoid anyone in your household) until 14 days after the last time you were in contact with the person who tested positive. Having a negative test during that period is a good thing, but there is still a chance that it may take up to 14 days after exposure to COVID-19 for the virus to present itself and infect someone. That's why it is important that you monitor your symptoms closely. If you develop any of the above symptoms\*, then you may have COVID-19. Check with your medical provider, the COVID-19 Community Team, or get tested again.

If you were tested for another reason that is not because of a known or suspected contact with someone who tested positive for COVID-19 and have no symptoms, then you can resume your regular activities.

Everyone should continue to [practice the 3 Ws](#) (Wear. Wait. Wash.) whenever they leave home. Wearing a cloth covering over your mouth and nose if you will be with other people, waiting 6 feet apart from others, and washing your hands often can help protect you and your loved ones from the spread of this virus.

June 29, 2020

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NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

### What if my test is positive?

[Following CDC guidelines](#), if your test comes back positive and you had symptoms, you should stay home and, as much as possible, avoid others in your household until you can say yes to ALL three of the following questions:

- Has it been at least 10 days since you first had symptoms?
- Has it been at least 72 hours (3 days) since you have had a fever without using fever-reducing medicine?
- Has it been at least 72 hours (3 days) since your other symptoms have improved (such as coughing and shortness of breath)?

[Following CDC guidelines](#), if your test comes back positive and you did not have symptoms, you should stay home and isolate (avoid anyone in your household) until 10 days have passed since the date of your first positive COVID-19 diagnostic test, assuming you did not develop symptoms since your positive test.

Additionally, if you have tested positive for COVID-19, the local health department or another member of the COVID-19 Community Team will call to ensure you have the information and support you need, such as tips for staying at home and monitoring symptoms.

To protect your family and friends and slow the spread of the virus, the COVID-19 Community Team member will also ask you who you have recently been near – for example, people living in your household or people who have been within 6 feet of you for more than 15 minutes. The COVID-19 Community Team will reach out to anyone who has been near you to share information and support, as well as help them get tested. They should stay home and quarantine until 14 days after the last time they were in contact with you while you were able to spread the infection. The team will not share your name or personal information. This information is confidential and will remain private. However, if you are comfortable, please share this information with everyone in your household and any of your close contacts. If the COVID-19 Community Team does not get in contact with you, please call your local health department.

### Information that applies to anyone who is advised to stay home because of COVID-19

- Stay home except to seek medical care. Do not go to work, school, or public areas.
- Do not use public transportation, ride shares, or taxis.
- Separate yourself from others in your home, especially people who are at higher risk of serious illness.
- Stay in a specific room and away from other people in your home as much as possible. Use a separate bathroom, if available.
- Do not prepare or serve food to others.
- Do not allow visitors into your home.

If you cannot meet these requirements where you currently live, the COVID-19 Community Team can help to connect you to resources that can help.

### PREVENT THE SPREAD:

- Wear a cloth face covering or mask over your nose and mouth if you are in a room with others. If you are unable to wear a cloth face covering over your nose and mouth or mask, others should wear a cloth face covering over their nose and mouth or mask if they share or enter the room.
- Cover your coughs and sneezes. Cover your mouth and nose with a tissue or sneeze into your sleeve – not into your hands – then throw away the tissue into a lined trashcan and immediately wash hands.
- Wash your hands often and thoroughly with soap and water for at least 20 seconds – especially after coughing, sneezing, or blowing your nose, or after going to the bathroom. Alcohol-based hand sanitizer with a minimum content of 60% alcohol can be used instead of soap and water if your hands are not visibly dirty.
- Do not share household items such as dishes, cups, utensils, towels, bedding with other people. After using these items, wash them thoroughly with soap and water. Laundry may be washed in a standard washing machine with warm water and detergent; bleach may be added but is not necessary.
- Clean and disinfect all "high-touch" surfaces daily (including counters, tabletops, doorknobs, faucets, toilets, phones, tv remotes, keys, keyboards), and especially any surfaces that may have body fluids on them. Use household cleaning and disinfectant sprays or wipes, according to the product label instructions. More info: [www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cleaning-disinfection.html](https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cleaning-disinfection.html)

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PRACTICE HOME CARE:

- Rest and drink plenty of fluids. You may take acetaminophen (Tylenol®) to reduce fever and pain.
  - Do not give children younger than age 2 years any medications without first checking with a doctor.
  - Note that medicines do not “cure” COVID-19 and do not stop you from spreading the virus.
- Seek medical care if your symptoms get worse, especially if you are at a higher risk of serious illness.
- Symptoms that indicate you should seek medical care include:



Difficulty breathing



Can't keep fluids down



Dehydration



Confusion



Other serious symptoms

- If possible, call ahead before going to your doctor's office or hospital to tell them you are isolating for COVID-19. This will help the health care personnel prepare for your arrival and protect others from getting infected.
  - Do not wait in any waiting rooms and do wear a cloth face covering over your nose and mouth or mask at all times if possible.
  - Do not use public transportation.
  - If you call 911, first notify the dispatch and paramedics that you are under isolation for COVID-19.

*Thank you for your cooperation in this important public health matter.*

## Sampson County Health Department

For test results, please allow 3-5  
business days and call our  
COVID-19 Helpline at 910-490-1056.





NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**

## Pasos para seguir después de hacerse la prueba COVID-19

Hay varias razones por las que puede querer hacerse la prueba del COVID-19. Puede deberse a que usted tiene síntomas de COVID-19, fue un contacto cercano de alguien con COVID-19, está en un trabajo o en una población que puede estar en mayor riesgo de exposición y sospecha que puede haber estado expuesto al COVID-19; o está en un trabajo o una población para la que se recomienda o requiere una prueba de rutina o repetitiva. La siguiente información le ayudará a determinar lo que debe hacer mientras espera los resultados de la prueba y qué hacer después de que los resultados de la prueba estén disponibles.

Los síntomas de COVID-19 incluyen:

- Fiebre, escalofríos o temblores repetitivos
- Tos
- Dolor de garganta
- Falta de aliento, dificultad para respirar
- Se siente débil o fatigado
- Pérdida del gusto o del olfato
- Dolor muscular
- Dolor de cabeza
- Mucosidad nasal o congestión
- Diarrea (heces sueltas 3 o más veces al día)

### ¿Qué debo hacer mientras espero los resultados de mis pruebas?

Si usted tiene algún síntoma de COVID-19, o se hizo la prueba porque estuvo expuesto a alguien con COVID-19, o sospecha que puede haber estado expuesto a COVID-19, debe permanecer en casa y en la medida de lo posible, evitar el contacto con otras personas en el hogar.

Si se le hizo la prueba de COVID-19 pero no tiene síntomas ni piensa que ha sido expuesto a alguien con COVID-19 (por ejemplo, como parte de un programa de detección en el lugar de trabajo), no necesita quedarse en casa mientras espera sus resultados a menos que su empleador o un funcionario de salud pública le indique que lo haga.

### ¿Qué pasa si mi prueba resulta negativa?

Si le hicieron la prueba porque tiene síntomas, debe quedarse en casa hasta que no tenga fiebre (sin que haya usado medicamentos para reducir la fiebre) y se haya sentido bien durante al menos 24 horas.

Si le hicieron la prueba porque tiene síntomas y un proveedor de atención médica todavía piensa que puede tener COVID-19, incluso con una prueba negativa, debe permanecer en casa y en la medida de lo posible evitar el contacto con otras personas en el hogar hasta que pueda decir sí a **TODAS las siguientes tres preguntas:**

- ¿Han pasado al menos 10 días desde que tuvo síntomas por primera vez?
- ¿Han pasado al menos 72 horas (3 días) desde que tuvo fiebre (sin que haya usado medicamentos para reducir la fiebre)?
- ¿Han pasado al menos 72 horas (3 días) desde que los otros síntomas han mejorado (como tos y dificultad para respirar)?

Si se hizo la prueba porque tuvo contacto con alguien con COVID-19, debe permanecer en casa y ponerse en cuarentena (evitar el contacto con cualquier persona en su hogar) hasta por 14 días después de la última vez que estuvo en contacto con la persona que dio positivo. Tener una prueba negativa durante ese período es algo bueno, pero todavía existe la posibilidad de que tome hasta 14 días después de la exposición al COVID-19 para que el virus se presente e infecte a alguien. Es por eso que es importante que monitoree sus síntomas cuidadosamente. Si presenta alguno de los síntomas anteriores\*, entonces puede tener COVID-19. Consulte con su proveedor médico, con el equipo comunitario de COVID-19, o vuelva a hacerse la prueba.

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Si le hicieron las pruebas por otra razón que no se debe a un contacto conocido o sospechoso con alguien que dio positivo en COVID-19 y no tiene síntomas, entonces puede reanudar sus actividades regulares.

Todos debemos seguir [practicando las 3 W](#) Wear, Wait, Wash (Póngase, Espere, Lávese.) cada vez que salimos de casa. Usar un paño cubriendo la boca y la nariz cuando este con otras personas, conservar una distancia de 6 pies con los demás, y lavarse las manos frecuentemente puede ayudar a protegerlo a usted y a sus seres queridos de la propagación de este virus.

**¿Qué pasa si mi prueba resulta positiva?**

[Siguiendo los lineamientos de los CDC \(Following CDC guidelines\)](#), si su examen resulta positivo y tiene síntomas, debe quedarse en casa y en la medida de lo posible evitar el contacto con otras personas en su hogar hasta que pueda decir sí a **TODAS las tres preguntas siguientes:**

- ¿Han pasado al menos 10 días desde que tuvo síntomas por primera vez?
- ¿Han pasado al menos 72 horas (3 días) desde que tuvo fiebre (sin usar medicamentos para reducir la fiebre)?
- ¿Han pasado al menos 72 horas (3 días) desde que los otros síntomas han mejorado (como tos y dificultad para respirar)?

[Siguiendo los lineamientos de los CDC \(Following CDC guidelines\)](#), si su examen resulta positivo y no tuvo síntomas, debe permanecer en casa y aislarse (evitar contacto con cualquier otra persona en su hogar) hasta que hayan transcurrido 10 días desde la fecha de su primera prueba positiva de diagnóstico COVID-19 asumiendo que no haya desarrollado síntomas desde que se hizo la prueba.

Además, si ha resultado positivo con COVID-19, el departamento de salud local u otro miembro del equipo comunitario COVID-19 llamará para asegurarse de que tiene la información y el apoyo que necesita, como consejos para permanecer en casa y monitorear los síntomas.

Para proteger a su familia, amigos y para frenar la propagación del virus, un miembro del equipo comunitario COVID-19 también le preguntará con quién ha estado cerca recientemente, por ejemplo, personas que viven en su hogar o personas que han estado a menos de 6 pies de distancia de usted durante más de 15 minutos. El equipo de la comunidad COVID-19 se comunicará con cualquier persona que haya estado cerca de la persona que haya dado positivo para compartir información y apoyo, así como para ayudarles a hacerse la prueba. El equipo no compartirá su nombre o información personal. Esta información es confidencial y seguirá siendo privada. Si el equipo comunitario COVID-19 no se pone en contacto con usted, llame a su departamento de salud local.

**Información que se aplica a cualquier persona a la que se le haya aconsejado quedarse en casa a causa del COVID-19**

- Quédesse en casa excepto para buscar cuidado médico. No vaya al trabajo, a la escuela o a áreas públicas.
- No utilice el transporte público, transporte compartido o taxis.
- Aíslese de las demás personas en su hogar, especialmente de las personas que tienen un mayor riesgo de enfermarse.
- Permanezca en una habitación específica y aléjese de otras personas en su hogar tanto como sea posible. Utilice un baño separado, si está disponible.
- No prepare ni sirva alimentos a los demás.
- No permita que visitantes entren en su casa.

Si no puede cumplir con estos requisitos donde vive actualmente, el equipo de la comunidad COVID-19 puede ayudarle a encontrar otros recursos.

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PREVENGA EL CONTAGIO:

- Use una mascarilla de tela que cubra su nariz y la boca si está en una habitación con otras personas. Si no puede usted usar una la mascarilla, las otras personas deben usar una mascarilla de tela que cubra su nariz y boca si comparten o entran en la habitación.
- Cubra su boca y nariz con un pañuelo desechable o con sus mangas cuando tosa o estornude (no se cubra con las manos), luego tire el pañuelo en un bote de basura con bolsa y lávese inmediatamente las manos.
- Lávese las manos con frecuencia y a fondo con agua y jabón durante al menos 20 segundos, especialmente después de toser, estornudar o sonarse la nariz, o después de ir al baño. Se puede usar un desinfectante de manos a base de alcohol con un contenido mínimo de alcohol al 60% en lugar de agua y jabón si las manos no están visiblemente sucias.
- No comparta artículos del hogar tales como platos, tazas, utensilios, toallas, ropa de cama con otras personas. Después de usar estos artículos, lávelos bien con agua y jabón. La ropa sucia se puede lavar en una lavadora estándar con agua tibia y detergente; puede añadir cloro, pero no es necesario.
- Limpie y desinfecte todas las superficies de "alto contacto" diariamente (incluyendo mostradores, repisas, perillas de puertas, grifos, inodoros, teléfonos, control remoto de televisión, teclas, teclados), y especialmente cualquier superficie que pueda tener fluidos corporales en ellos. Use limpiadores domésticos, aerosoles o toallitas desinfectantes de acuerdo con las instrucciones en la etiqueta del producto. Para más información: [www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cleaning-disinfection.html](http://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cleaning-disinfection.html)

PRACTIQUE EL CUIDADO EN EL HOGAR:

- Descanse y beba muchos líquidos. Puede tomar paracetamol (Tylenol®) para reducir la fiebre y el dolor.
  - No dé a los niños menores de 2 años ningún medicamento sin consultar primero con un médico.
  - Tenga en cuenta que los medicamentos no "curan" el COVID-19 y no impiden su propagación.
- Busque atención médica si sus síntomas empeoran, especialmente si tiene un mayor riesgo de padecer una enfermedad grave.
- Los síntomas que indican que debe buscar atención médica incluyen:



- Si es posible, llame antes de ir al consultorio de su médico o al hospital para decirles que está aislando a causa del COVID-19. Esto ayudará al personal de atención médica a prepararse para su llegada y proteger a otros del riesgo de infección.
  - No espere en ninguna sala de espera. Cubra su nariz y boca con una mascarilla en todo momento si es posible.
  - No utilice el transporte público.
  - Si llama al 911, primero notifique al despachador y a los paramédicos que usted está bajo aislamiento a causa del COVID-19.

*Gracias por su cooperación en este importante asunto de salud pública.*

**Departamento de Salud del Condado de Sampson**  
Para los resultados de su examen, por favor permita de 3-5 días de trabajo y llame a nuestra línea de ayuda del COVID-19 al 910-490-1056.

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**Attachment D: Work Notes (Isolation & Return):**

**SAMPSON COUNTY HEALTH DEPARTMENT**

Wanda Robinson  
Health Director



360 County Complex Road, Suite 200  
Clinton NC 28328

\_\_\_\_\_  
Today's Date

To Whom It May Concern:

\_\_\_\_\_ has been isolated for public health monitoring as of  
\_\_\_\_\_. Protecting the health of the community is our first priority.

If you have any issues or concerns, please contact us at 910-490-1056.

Thank you,

Kelly Parrish RN  
Director of Nursing

Telephone: 910-592-1131 • [www.sampsonnc.com](http://www.sampsonnc.com) • Fax: 910-299-4977

## SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson  
Health Director



360 County Complex Road, Suite 200  
Clinton NC 28328

\_\_\_\_\_  
Today's Date

To Whom It May Concern:

\_\_\_\_\_ has been released from public health monitoring and isolation as of \_\_\_\_\_. However, if the patient has been evaluated by a provider, they may present a letter from their primary care provider. If the date on their provider's letter is later than the health department, please use those dates, since it will override the health department.

If you have any issues or concerns, please contact us at 910-490-1056.

Thank you,

Kelly Parrish RN  
Director of Nursing

Telephone: 910-592-1131 • [www.sampsonnc.com](http://www.sampsonnc.com) • Fax: 910-299-4977



**Attachment E: COVID-19 Isolation Order:**

**SAMPSON COUNTY HEALTH DEPARTMENT**

Wanda Robinson  
Health Director



360 County Complex Road, Suite 200  
Clinton NC 28328

**COVID-19 (Coronavirus Disease 2019) ISOLATION ORDER**

COVID-19 is a respiratory virus that can cause illness including fever, cough, shortness of breath, chills, muscle pain, sore throat, new loss of taste or smell, or other symptoms listed here: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>. In some patients COVID-19 causes severe illness and death. It is passed from person to person, including by coughing or sneezing. On January 30, 2020, the World Health Organization declared COVID-19 a Public Health Emergency of International Concern. On January 31, 2020 the U.S. Department of Health and Human Services declared a public health emergency in the United States for COVID-19. On March 10, 2020, Governor Cooper declared a state of emergency in North Carolina due to COVID-19. On March 11, 2020, the World Health Organization declared COVID-19 a global pandemic. On March 13, 2020 the President of the United States declared that the COVID-19 pandemic in the United States constitutes a national emergency. The primary mode of transmission of COVID-19 in the community is from person-to-person. Preventing the spread of COVID-19 is critical to protecting the public's health. The further spread of COVID-19 in the community could have severe public health consequences.

You have been diagnosed or are reasonably suspected to be infected with the virus that causes COVID-19. Your infection requires public health restrictions under this order to prevent further spread of infection. You must comply with this order until you meet the requirements for discontinuation of isolation, outlined below, that indicate you are no longer at risk for spreading the virus to others.

I, WANDA ROBINSON, Health Director of SAMPSON COUNTY HEALTH DEPARTMENT, pursuant to authority vested in me by North Carolina General Statute (G.S.) 130A-145, issue this isolation order to \_\_\_\_\_ (Person's name)  
(Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_).

**REQUIREMENTS OF THIS ORDER**

**Restrictions of Movement:**

Remain at (address) \_\_\_\_\_ until the following conditions for discontinuation of isolation are met, as provided in guidance from the Centers for Disease Control and Prevention (available at <https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-home-patients.html>): At least 3 days (72 hours) have passed since recovery, defined as resolution of fever without the use of fever-reducing medications and improvement in respiratory symptoms (e.g., cough, shortness of breath);

AND EITHER:

1. At least 10 days have passed since symptoms first appeared; OR
2. You have received two negative results of an FDA Emergency Use Authorized COVID-19 molecular assay for detection of SARS-CoV-2 RNA from two consecutive respiratory specimens collected  $\geq$ 24 hours apart.

If you plan to move to a new address or leave the county, you are required to obtain approval from the SAMPSON COUNTY HEALTH DEPARTMENT at (910) 592-1131.

Telephone: 910-592-1131 • [www.sampsonnc.com](http://www.sampsonnc.com) • Fax: 910-299-4977

## SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson  
Health Director



360 County Complex Road, Suite 200  
Clinton NC 28328

### REQUIREMENTS OF THIS ORDER (CONTINUED)

#### Required Actions:

Contact the health department immediately if you develop new or worsening symptoms like fever, cough, or shortness of breath.

If medical evaluation is needed, seek medical care. Before seeking medical care, call ahead and get instructions from the provider before arriving at the medical office, clinic or hospital. If EMS transport indicated, it should occur with pre-notification to Emergency Medical Services (EMS) and with all recommended infection control precautions in place. Next notify the SAMPSON COUNTY HEALTH DEPARTMENT at (910) 592-1131.

If a medical emergency arises and you need to call 911, inform the First Responders that you have or are suspected of having COVID-19. Next notify the SAMPSON COUNTY HEALTH DEPARTMENT at (910) 592-1131.

Adhere to all guidance from the Center for Disease Control and Prevention for persons with suspected or confirmed COVID-19 that is provided with this isolation order and found at: <https://www.cdc.gov/coronavirus/2019-ncov/downloads/10Things.pdf> and <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>.

Keep a log of visitors to your home using the form provided. Notify any visitors to your home of your isolation status.

Other requirements: \_\_\_\_\_

Failure to comply with this order is a violation of G.S. 130A-145. If you fail to comply with this isolation order, you may be subject to injunctive relief (G.S. 130A-18) or prosecution for a misdemeanor offense pursuant NC law (G.S. 130A-25) and punishable by up to two (2) years imprisonment. You may petition the Superior Court for review of the restriction of your freedom of movement contained in this isolation order pursuant to G.S. 130A-145(d).

You have been properly informed and counseled by \_\_\_\_\_, R.N., Communicable Disease Nurse with the \_\_\_\_\_ Local Health Department regarding the control measures for COVID-19.

Your health and the health of our community are our top priorities. The staff of this Health Department remain available to provide assistance and counseling to you about COVID-19 and compliance with this isolation order.

Local Health Director: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Issued by: \_\_\_\_\_ Time: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

I have received the original copy of this order: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Telephone: 910-592-1131 • [www.sampsonnc.com](http://www.sampsonnc.com) • Fax: 910-299-4977


**Attachment F: Persons Under Investigation (PUI) Forms:**

CDC 2019-nCoV ID:  Form Approved: OMB: 0920-1011 Exp. 4/23/2020

.....PATIENT IDENTIFIER INFORMATION IS NOT TRANSMITTED TO CDC.....

Patient first name  Patient last name  Date of birth (MM/DD/YYYY):

.....PATIENT IDENTIFIER INFORMATION IS NOT TRANSMITTED TO CDC.....



### Human Infection with 2019 Novel Coronavirus Person Under Investigation (PUI) and Case Report Form

Reporting jurisdiction:  Case state/local ID:   
 Reporting health department:  CDC 2019-nCoV ID:   
 Contact ID #:  NNDSS loc. rec. ID/Case ID #:

a. Only complete if case-patient is a known contact of prior source case-patient. Assign Contact ID using CDC 2019-nCoV ID and sequential contact ID, e.g., Confirmed case CA1020248567 has contacts CA1020248567-01 and CA1020248567-02. \*For NNDSS reporters, use GenV2 or NETSS patient identifier.

#### Interviewer information

Name of interviewer: Last  First   
 Affiliation/Organization:  Telephone  Email

#### Basic information

What is the current status of this person? <input type="checkbox"/> Patient under investigation (PUI) <input type="checkbox"/> Laboratory-confirmed case  Report date of PUI to CDC (MM/DD/YYYY): <input type="text"/>  Report date of case to CDC (MM/DD/YYYY): <input type="text"/>  County of residence: <input type="text"/> State of residence: <input type="text"/>	Ethnicity: <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Non-Hispanic/Latino <input type="checkbox"/> Not specified  Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Unknown <input type="checkbox"/> Other	Date of first positive specimen collection (MM/DD/YYYY): <input type="text"/> <input type="checkbox"/> Unknown <input type="checkbox"/> N/A  Did the patient develop pneumonia? <input type="checkbox"/> Yes <input type="checkbox"/> Unknown <input type="checkbox"/> No  Did the patient have acute respiratory distress syndrome? <input type="checkbox"/> Yes <input type="checkbox"/> Unknown <input type="checkbox"/> No  Did the patient have another diagnosis/etiology for their illness? <input type="checkbox"/> Yes <input type="checkbox"/> Unknown <input type="checkbox"/> No  Did the patient have an abnormal chest X-ray? <input type="checkbox"/> Yes <input type="checkbox"/> Unknown <input type="checkbox"/> No	Was the patient hospitalized? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown  If yes, admission date 1 <input type="text"/> If yes, discharge date 1 <input type="text"/> Was the patient admitted to an intensive care unit (ICU)? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown  Did the patient receive mechanical ventilation (MV)/intubation? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown If yes, total days with MV (days) <input type="text"/>  Did the patient receive ECMO? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown  Did the patient die as a result of this illness? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown  Date of death (MM/DD/YYYY): <input type="text"/> <input type="checkbox"/> Unknown date of death
Race (check all that apply): <input type="checkbox"/> Asian <input type="checkbox"/> American Indian/Alaska Native <input type="checkbox"/> Black <input type="checkbox"/> Native Hawaiian/Other Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Unknown <input type="checkbox"/> Other, specify: <input type="text"/>			
Date of birth (MM/DD/YYYY): <input type="text"/> Age: <input type="text"/> Age units (yr/mo/day): <input type="text"/>			
Symptoms present during course of illness: <input type="checkbox"/> Symptomatic <input type="checkbox"/> Asymptomatic <input type="checkbox"/> Unknown	If symptomatic, onset date (MM/DD/YYYY): <input type="text"/> <input type="checkbox"/> Unknown	If symptomatic, date of symptom resolution (MM/DD/YYYY): <input type="text"/> <input type="checkbox"/> Still symptomatic <input type="checkbox"/> Unknown symptom status <input type="checkbox"/> Symptoms resolved, unknown date	
Is the patient a health care worker in the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown Does the patient have a history of being in a healthcare facility (as a patient, worker or visitor) in China? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown In the 14 days prior to illness onset, did the patient have any of the following exposures (check all that apply): <input type="checkbox"/> Travel to Wuhan <input type="checkbox"/> Community contact with another lab-confirmed COVID-19 case-patient <input type="checkbox"/> Exposure to a cluster of patients with severe acute lower respiratory distress of unknown etiology <input type="checkbox"/> Travel to Hubei <input type="checkbox"/> Any healthcare contact with another lab-confirmed COVID-19 case-patient <input type="checkbox"/> Other, specify: <input type="text"/> <input type="checkbox"/> Travel to mainland China <input type="checkbox"/> Patient <input type="checkbox"/> Visitor <input type="checkbox"/> HCW <input type="checkbox"/> Unknown <input type="checkbox"/> Travel to other non-US country specify: <input type="text"/> <input type="checkbox"/> Household contact with another lab-confirmed COVID-19 case-patient <input type="checkbox"/> Animal exposure			
If the patient had contact with another COVID-19 case, was this person a U.S. case? <input type="checkbox"/> Yes, nCoV ID of source case: <input type="text"/> <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/> N/A			
Under what process was the PUI or case first identified? (check all that apply): <input type="checkbox"/> Clinical evaluation leading to PUI determination <input type="checkbox"/> Contact tracing of case patient <input type="checkbox"/> Routine surveillance <input type="checkbox"/> EpiX notification of travelers; if checked, DGMQID <input type="text"/> <input type="checkbox"/> Unknown <input type="checkbox"/> Other, specify: <input type="text"/>			

Public reporting burden of this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden to CDC/ATSDR Reports Clearance Officer, 1600 Clifton Road NE, MS D-74 Atlanta, Georgia 30333; ATTN: PRA (0920-1011).





CDC 2019-nCoV ID:

Form Approved: OMB: 0920-1011 Exp. 4/23/2020

### Human Infection with 2019 Novel Coronavirus Person Under Investigation (PUI) and Case Report Form

Symptoms, clinical course, past medical history and social history

Collected from (check all that apply):  Patient interview  Medical record review

During this illness, did the patient experience any of the following symptoms?	Symptom Present?		
Fever >100.4F (38C):	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Subjective fever (felt feverish)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Chills	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Muscle aches (myalgia)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Runny nose (rhinorrhea)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Sore throat	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Cough (new onset or worsening of chronic cough)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Shortness of breath (dyspnea)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Nausea or vomiting	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Headache	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Abdominal pain	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Diarrhea (≥3 loose/looser than normal stools/24hr period)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Other, specify: _____			

Pre-existing medical conditions?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		
Chronic Lung Disease (asthma/emphysema/COPD)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Diabetes Mellitus	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Cardiovascular disease	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Chronic Renal disease	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Chronic Liver disease	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Immunocompromised Condition	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Neurologic/neurodevelopmental	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown (If YES, specify) _____
Other chronic diseases	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown (If YES, specify) _____
If female, currently pregnant	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Current smoker	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Former smoker	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown

Respiratory Diagnostic Testing	Pos	Neg	Pend.	Not done
Influenza rapid Ag <input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Influenza PCR <input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RSV	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. metapneumovirus	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parainfluenza (1-4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adenovirus	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rhinovirus/enterovirus	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Coronavirus (OC43, 229E, HKU1, NL63)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. pneumoniae	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. pneumoniae	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other, Specify: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Specimen Type	Specimen ID	Date Collected	Sent to CDC	State Lab Tested
NP Swab			<input type="checkbox"/>	<input type="checkbox"/>
OP Swab			<input type="checkbox"/>	<input type="checkbox"/>
Sputum			<input type="checkbox"/>	<input type="checkbox"/>
Other, Specify: _____			<input type="checkbox"/>	<input type="checkbox"/>

Additional State/local Specimen IDs:

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**Attachment G: Face Mask Instructions – Bilingual:**

**Usar una cubierta de tela para la cara ayuda frenar la propagación de COVID-19.**

*Using a cloth face mask helps prevent the spread of COVID-19.*



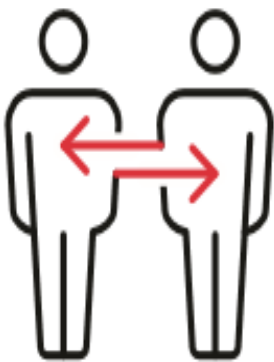
Hablar, toser o estornudar produce gotitas de agua en el aire que aumentan la posibilidad de que el virus entre en el cuerpo de otra persona y continúe propagando el virus.

*Speaking, coughing, or sneezing produce water droplets in the air, increasing the chances that the virus will spread to another person.*



Necesitamos usar cubierta de tela porque las personas que pueden ser portadoras del virus y no presentan síntomas pueden transmitir y propagar el virus sin saberlo.

*We need to wear face masks because people that might be carrying the virus and are not presenting symptoms can spread the virus without knowing.*



El uso de cubiertas de tela para la cara NO ofrece protección total. Debe ir acompañada de las práctica del distanciamiento social y del lavado frecuente de las manos con jabón y agua o con desinfectante de manos.

*The use of cloth face masks does NOT give total protection. It must be accompanied with social distancing and frequent hand washing with soap and water or using hand sanitizer.*



**Asegúrese de usar la cubierta de tela para la cara de la manera correcta.**

*Make sure to use cloth face masks the correct way.*

La cubierta de tela para la cara debe quedar bien ajustada sobre la nariz, boca y barbilla.

*Cloth face masks should be snug over the nose, mouth and chin.*



Cuando se quite la cubierta de tela para la cara NO toque la parte interior de la cubierta. NO se toque los ojos, la nariz o la boca.

*When removing the cloth face mask do NOT touch the inside of the mask. Do NOT touch your eyes, nose and mouth.*



Lávese las manos inmediatamente después de quitarse la cubierta de tela para la cara.

*Wash your hands right away after removing the mask.*

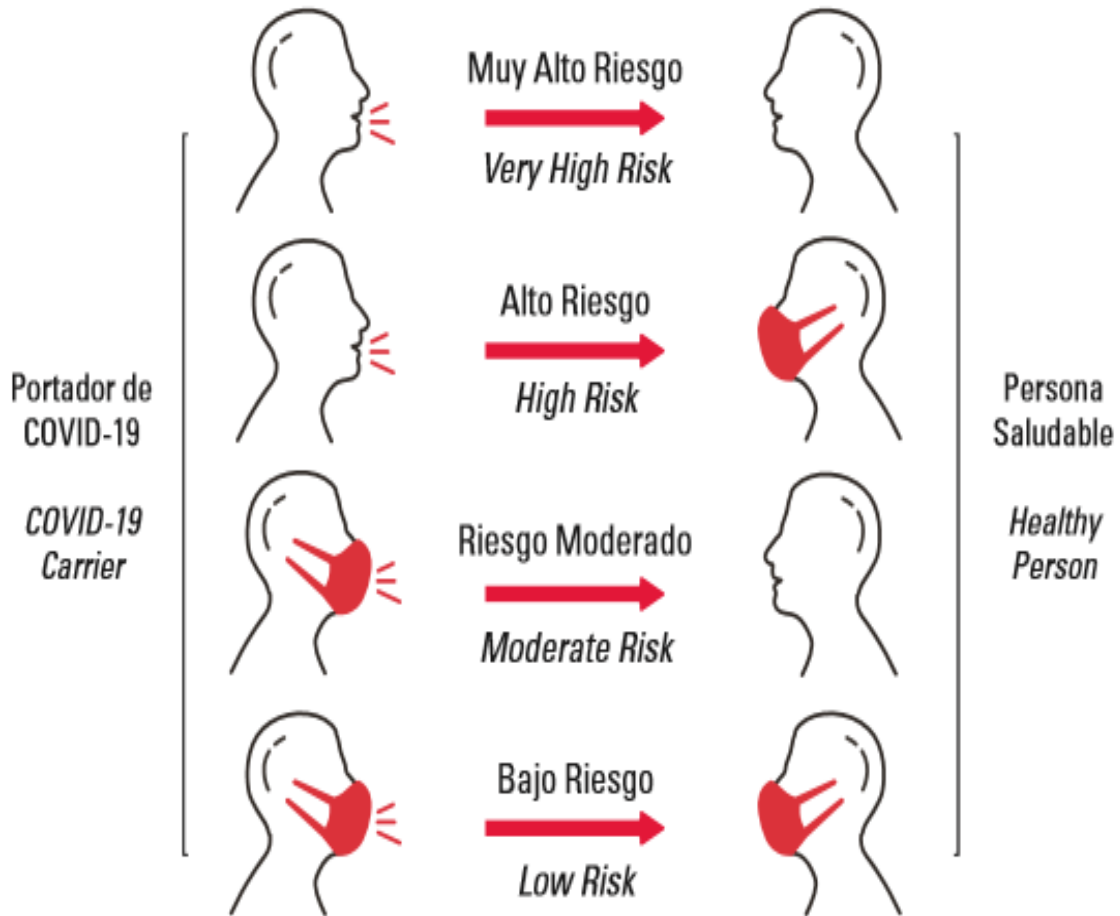


Las cubiertas de tela para la cara deben lavarse regularmente con agua caliente.

*Cloth face masks should be washed regularly with hot water.*

**Siempre use una cubierta de tela para cara en lugares públicos  
o cuando esté cerca de otras personas.**

*Always wear cloth face masks in public places or around others.*





**¡Al cuidarse usted, también está cuidando  
a su familia y a su comunidad!**

*By taking care of yourself, you are also taking  
care of your family and your community!*

**NC STATE**

**EXTENSION**

Para más información:  
**[go.ncsu.edu/  
trabajadoragricola](https://go.ncsu.edu/trabajadoragricola)**

For more information:  
**[go.ncsu.edu/  
farmworkers](https://go.ncsu.edu/farmworkers)**

**Attachment H: COVID-19 NCSLPH Requisition Form:**

*Lab Use Only*

Date received: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Rejection Criteria:  
 Inappropriate temperature  
 Sample >72 hours from collection  
 Incomplete labelling  
 Incorrect specimen type

**COVID-19**

N.C. Department of Health and Human Services  
 State Laboratory of Public Health  
 4312 District Drive • P.O. Box 28047  
 Raleigh, NC 27611-8047

Please Give All Information Requested

Attach Printed Label Below

<b>Patient Information</b>	Last Name				
	First Name	MI			
	Address/Attention:				
	Street Address:				
	City:	State:	Zip:	County: SAMPSON	County Code: 082
	Phone Number:			Date of Birth: ____/____/____	
	Medical Record Number:			Medicaid Number (if applicable):	
<b>Patient History</b>	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Transgender M2F <input type="checkbox"/> Female <input type="checkbox"/> Transgender F2M <input type="checkbox"/> Unknown <input type="checkbox"/> Transgender Unknown <input type="checkbox"/> Ambiguous		Race (mark all that apply): <input type="checkbox"/> White <input type="checkbox"/> American Indian/Alaska Native <input type="checkbox"/> Black <input type="checkbox"/> Native Hawaiian/Pacific Isle <input type="checkbox"/> Asian <input type="checkbox"/> Unknown		Ethnicity: <input type="checkbox"/> Hispanic or Latino Origin <input type="checkbox"/> Non-Hispanic <input type="checkbox"/> Unknown
	Prioritized Group: <input type="checkbox"/> Hospitalized Patient <input type="checkbox"/> First Responder/Healthcare Worker <input type="checkbox"/> Live in/Contact with High-Risk Setting <input type="checkbox"/> Higher Risk of Severe Illness		Alternate Group: <input type="checkbox"/> I/Inet Surveillance* <input type="checkbox"/> Other _____		(ICD-10 Dx Code): U0001
	The provider listed below certifies that the patient from whom this specimen was collected is from a prioritized group listed above and is exhibiting COVID-19 symptoms such as fever (subjective or objective) and/or symptoms of acute respiratory illness (e.g. cough, difficulty breathing).  Provider Initials _____			Patient received influenza vaccination in the past year? <input type="checkbox"/> No <input type="checkbox"/> Yes	
				Patient has a recent travel history? <input type="checkbox"/> No <input type="checkbox"/> Yes, _____	
<b>Submitter</b>	EIN (Tax ID): 566000338		Submitter (Facility) Name: SAMPSON COUNTY HEALTH DEPARTMENT		
	Address: 360 COUNTY COMPLEX RD		Address 2: SUITE 200		City: CLINTON
	State: NORTH CAROLINA		Zip Code: 28328		County Name: SAMPSON
	Phone Number: 910-592-1131		Email Address: THARPER@SAMPSONNC.COM		Fax Number: 910-592-4724
	Ordering Provider NPI: 1225097496		Ordering Provider First and Last Name: TIMOTHY SMITH, DO		
<b>Specimen</b>	Specimen source(s): NP Swab	Collection Date(s): ____/____/____	Collector's Initials:	Laboratory Number(s): <i>Do Not Write in this Space</i>	
	<b>For Lab Use</b>	Interpretation: <input type="checkbox"/> Negative: No virus detected <input type="checkbox"/> Virus detected by molecular assay		Results Telephoned: To: _____ Date/Time: _____ By: _____	

DHHS CVD19 (Revised 03/2020)  
 Laboratory (Review 03/2023)

For more information, refer to website at <http://slph.ncpublichealth.com>  
 Page 1 of 1



**Attachment I: NCSLPH Instructions for Specimen Collection:**

# COVID-19 Specimen Collection and Shipment

## North Carolina State Laboratory of Public Health

All COVID-19 specimens submitted to the State Lab must meet the testing criteria on our [website](#) and be [collected safely](#). The following guidance applies only to the State Lab.

Facilities can request collection supplies [online](#), and please see the [NCDHHS website](#) for details. Local health departments can use this system or continue to request materials, including NCSLPH Specimen Collection Kits, through their County Emergency Management. These Collection Kits must returned to the State Lab for testing.

◆ *Failure to do any of the following may result in specimen rejection.*

### Specimen Collection

**Only a nasopharyngeal swab needs to be collected.** Use a synthetic-tipped, sterile swab (Dacron, polyester, etc.) of appropriate size with a plastic or metal shaft. Do not use a calcium alginate swab or one with a wood shaft.

**Insert swab into the nostril parallel to the palate until resistance is encountered.** Leave in place a few seconds to absorb secretions. Slowly remove swab while rotating and place the tip into a vial of sterile viral transport medium. Aseptically cut off the swab shaft so that it does not protrude above the rim of the vial and cap.

- ◆ **Label the vial containing the swab completely:**  
NP Swab  
Patient Name  
Date of Birth ] *Or any 2 unique identifiers*  
Date of Collection
- ◆ **Store properly until shipment:**  
Refrigerate at 2-8° C for up to 72 hours  
Freeze at -70° C for longer storage
- ◆ **Completely fill out the [COVID-19 Form](#)** with the submitter EIN (facility tax #), and submitter (facility name)



NC Department of Health and Human Services • Division of Public Health • North Carolina State Laboratory of Public Health • <http://slph.ncpublichealth.com> • NCDHHS is an equal opportunity employer and provider. • 05/18/2020

### Specimen Shipment

- ◆ **All specimens should be packaged and shipped as a [UN3373 Category B, Infectious Substance](#).**



**Ship overnight** using commercial courier (UPS, FedEx) or private courier (e.g., hospital couriers). Do not use the State Courier.

- ◆ **Keep cold.** Ship refrigerated specimens on frozen cold packs and any -70°C frozen specimens on dry ice (the latter following IATA regulations).
- ◆ **Label the package completely.**

**Attention: Virology/Serology Unit, COVID-19**  
North Carolina State Laboratory of Public Health  
4312 District Drive  
Raleigh, NC 27607-5490

**Specimen deliveries are only received at the State Lab loading dock from:**

8 a.m. - 5 p.m., Monday - Friday  
8 a.m. - noon, Saturday and Sunday

### Result Reporting

Results are posted electronically to our CELR system, tied to the submitter's EIN number. Visit our website for [account setup](#) and a [tutorial](#).

## Attachment J: LabCorp Instructions for Specimen Collection:

### COVID-19 Nucleic Acid Amplification Nasal Swab (anterior nares)

#### Collection Information

This specimen collection kit is acceptable and must be used **ONLY** for the collection of LabCorp's 2019 Novel Coronavirus (COVID-19) assay [139900] from the anterior nares (nasal collection).

Orders for other respiratory viral testing panels or assays will **NOT** be accepted when samples are collected using this COVID-19 collection kit. These other respiratory pathogens require collection using a nasopharyngeal swab.

Anterior nares specimen collection can be performed by a healthcare worker or can be performed by a patient in the presence of a healthcare worker.

#### PLEASE NOTE:

Submit only one collection per patient. When collecting the sample, take care not to touch the swab to any surface other than the point of collection. Once collected the entire swab should be immediately placed in the sterile saline container and the screw cap secured tightly.

#### Sample submission

Label collection tube containing the sample with 2 unique patient identifiers such as name and date of birth and place in biohazard specimen bag. Ensure bag is subsequently sealed.

Freeze specimen and keep frozen.

Submit sample on one laboratory requisition, with test code 139900 – COVID-19. Request must include the patient's name, gender, race and ethnicity, complete address, phone number, and appropriate diagnosis code. Billing and/or insurance information should be provided on the laboratory requisition including client account number.

To avoid delays in turnaround time when requesting multiple tests on frozen samples, please submit separate frozen specimens for each test requested.

#### Shipping and Storage

Ship frozen at -20°C (preferred); refrigerated specimens acceptable (if received for testing within 72 hours of collection); room temperature swabs acceptable (if received within 24 hours of collection).



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#### Collection Instructions



Take one of the cotton swabs out of its package. Do not touch the cotton tip of the swab with your hands. You will only need one of the cotton swabs, but the rest have been provided as backups.



Screw off the top of the collection tube. Hold swab in one hand and collection tube in the other, being careful not to spill the liquid. Do not drink the liquid.



Insert the tip of the cotton swab into one nostril. The cotton swab does not need to be inserted far – insert just until the cotton tip of the swab is no longer visible. Rotate the swab in a circle around the entire inside edge of the nostril at least 3 times.



Take the cotton swab out of the nostril. Using the same end of the cotton swab, repeat step 3 in the other nostril.



Remove the cotton swab from the second nostril and place in the collection tube. The end of the cotton swab that went into the nose should be placed into the tube first so that it sits down in the liquid. Screw the top of the collection tube back on.



# **COVID-19**

## **Standing Orders**

**SAMPSON COUNTY HEALTH DEPARTMENT  
 COVID-19 Standing Orders: Year 2020  
 Annual Review/Revision Form**

Manual: Communicable Disease Manual	Applicable Signatures/Title:
Title: COVID-19 Standing Orders	Program Coordinator: Heather Testerman, RN
<input type="checkbox"/> Program Policy: _____ Program	Supervisor: Emily Spell, RN
<input checked="" type="checkbox"/> Program Standing Order	Director of Nursing: Kelly Parrish, RN
<input type="checkbox"/> Management/Department-wide Policy	Medical Director: Dr. Tim Smith
<input type="checkbox"/> Personnel Policy	Health Director: Wanda Robinson
<input type="checkbox"/> Fiscal Policy	Board of Health Chair: Clark Wooten
Distributed to: Communicable Disease	Health Advisory Board Chair: Jacqueline Howard
Personnel	Effective Date: 06/01/2020
	Supersedes: N/A

**Original/Review/Revision Date:**   07/07/2020  :

\_\_\_\_\_  
 Medical Director

\_\_\_\_\_  
 Date

*Adopted Date: 07/07/2020*



**Sampson County Health Department**  
**COVID-19 Standing Order: Year 2020**

Manual: Communicable Disease Manual	Applicable Signatures/Title:
Title: COVID-19 Standing Orders	Program Coordinator: Heather Testerman, RN
<input type="checkbox"/> Program Policy: _____ Program	Supervisor: Emily Spell, RN
<input checked="" type="checkbox"/> Program Standing Order	Director of Nursing: Kelly Parrish, RN
<input type="checkbox"/> Management/Department-wide Policy	Medical Director: Dr. Tim Smith
<input type="checkbox"/> Personnel Policy	Health Director: Wanda Robinson
<input type="checkbox"/> Fiscal Policy	Board of Health Chair: Clark Wooten
Distributed to: Communicable Disease	Health Advisory Board Chair: Jacqueline Howard
Personnel	Effective Date: 06/01/2020
	Supersedes: N/A

**Purpose:**

To provide instructions and guidance to public health personnel for the collection of specimens for COVID-19 testing.

**Policy:**

COVID-19 is a respiratory virus that can cause illness including fever, cough, shortness of breath, chills, muscle pain, sore throat, new loss of taste or smell, or other symptoms per the CDC. In some patients COVID-19 causes severe illness and death. It is passed from person to person, including by coughing or sneezing.

The State of North Carolina Department of Public Health and the Sampson County Health Department (SCHD) have developed standing orders to address Federal and State guidelines to mitigate the effects of COVID-19 on the residents of Sampson and surrounding counties.

**Responsible Personnel:**

All Communicable Disease Personnel

**Procedures:**

All procedures performed under the Standing Orders for COVID-19 follow Federal and State guidelines for COVID-19 testing. Refer to Attachment 1 below for the State Standing Order.

1. North Carolina Board of Nursing Laws and Administrative Rules: Legal Authority: Nurse Practice Act, G.S. 90-171.20 (7) (f) & (8) (c).
2. North Carolina General Statute (G.S.) 130A:
  - Reportable diseases and conditions: § 130A-134
  - Reporting Responsibility: § 130A-135 through 140
  - Confidentiality of Records: § 130A-143
  - Investigation and Control Measures: § 130A-144

Quarantine and Isolation Authority: § 130A-145  
Provision of Local Public Health Services: § 130A-34  
Powers and Duties of Local Health Director: § 130A-41  
State Laboratory of Public Health: § 130A-88

3. Title 10A - Health and Human Services, Chapter 41:  
The rules for administration of North Carolina protocols for disease control 10A NCAC 41, Subchapter A:
  - Reportable Diseases: 10A NCAC 41A .0101
  - Method of Reporting: 10A NCAC 41A .0102
  - Duties of Local Health Director: Report Communicable Diseases: 10A NCAC 41A .0103
  - General Control Measures: 10A NCAC 41A .0201
  - Infection Prevention – Health Care Settings: 10A NCAC 41A .0206
  - Duties of Attending Physicians: 10A NCAC 41A .0210
  - Duties of Other Persons: 10A NCAC 41A .0211
  
4. US Public Health Service Act (42 U.S. Code § 264):
  - Section 361 of the Public Health Service Act (42 U.S. Code § 264); U.S. Secretary of Health and Human Services authorization.
  - Sections 70 and 71: CDC authorization.
  - Sections 264-272: The Public Health and Welfare, Chapter 6A – Public Health Service, Subchapter II – General Powers and Duties, Part G – Quarantine and Inspection.
  - Section 264: Regulations to Control Communicable Diseases

**Standing Orders Approval:**

All Standing Orders are approved by the Sampson County Health Department Medical Director. Standing Orders must be reviewed and updated as necessary, and signed and dated at least annually per legal authority of the Nurse Practice Act.

**Legal Authority:**

Nurse Practice Act, G.S. 90-171.20 (70) (f) & (8) (c)

Reviewed/Revised Date: 07/07/2020

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Medical Director

*Standing Orders must be reviewed and updated as necessary, signed and dated at least every twelve months.*

### **Standing Order for COVID-19 Diagnostic Testing**

**Standing Order for:** This standing order authorizes Sampson County Health Department Personnel to obtain from individuals (hereinafter, “client”) a SARS-CoV-2 diagnostic test at Sampson County Health Department (SCHD) in accordance with the conditions of this order. This order authorizes SCHD personnel to perform testing, receive the results of the test directly from the testing laboratory and provide follow-up of test results.

#### **Assessment:**

Assess clients for factors related to COVID-19. Refer to Subjective Findings and Objective Findings below for guidance. Assessment of clients may include, but not be limited to:

Has signs/symptoms of COVID-19

OR

Has confirmed or potential exposure to COVID-19

OR

Has been referred by a provider for testing.

#### **Subjective Findings:**

Client presents for any of the following reasons:

1. Anyone with symptoms of COVID-19 (congestion/runny nose, cough, fever or chills, headache, shortness of breath or difficulty breathing, muscle pain, sore throat, new loss of taste or smell, fatigue, nausea or vomiting, diarrhea).
2. Close contacts of known positive cases, regardless of symptoms.
3. Groups of some of the populations with higher risk of exposure or a higher risk of severe disease if they become infected. People in these groups should get tested if they believe they may have been exposed to COVID-19, whether or not they have symptoms.
  - A. People who live in or have regular contact with high-risk settings (e.g., long-term care facility, homeless shelter, correctional facility, migrant farmworker camp).
  - B. People from historically marginalized populations who have been disproportionately impacted by COVID-19.
  - C. Frontline and essential workers (grocery store clerks, gas station attendants, child care workers, construction sites, processing plants, etc.)
  - D. Health care workers or first responders.
  - E. People who are at higher risk of severe illness (65 years of age or older, lives in nursing home or long-term care facility, chronic lung disease/moderate to severe asthma, heart disease with complications, compromised immune system, obesity, other underlying medical conditions- especially if poorly controlled).
4. People who have attended protests, rallies, or other mass gatherings could have been exposed to someone with COVID-19 or could have exposed others.

**Objective Findings:**

1. Referral from a provider with signs/symptoms.
2. Observable/measurable symptoms such as fever, cough and/or shortness of breath.

**Plan of Care:**

**Implementation:**

1. Client Education and Data Collection:
  - A. Prior to collecting the specimen from the client, the testing site shall provide anticipatory guidance regarding testing to the client, which at minimum shall include:
    1. Where, how, and when to obtain the test result;
    2. Information on control measures (see Attachment 3 below) to follow while waiting for the test result and to follow if the test result is positive, based on Centers for Disease Control and Prevention (CDC) guidance;
      - a. Information on what to expect from the Contact Tracer who will be in touch following a positive test result;
      - b. Information on what to do and how to access medical care if the client has or develops symptoms and how to link to a medical home; and
      - c. Information on resources, such as access to shelter or food, if needed to adhere to control measures.
  - B. Prior to collecting the specimen, the testing site must collect:
    1. Data required to be reported in accordance with the State Health Director Temporary Order to Report - see Attachment 2 below, issued July 07, 2020 pursuant to NC G.S. 130A-141.1 and SL 2020-4, Sec. 4.10(a)(1) and federal Coronavirus Aid, Relief, and Economic Security (CARES) Act, P.L. 116-136, § 18115(a) and implementing guidance; a subset specifically to be collected at time of sample collection is specified in Attachment 1 below.
    2. Household and close contact names to facilitate contact tracing. The client has the option to refuse to provide this information during the testing process but will be required to provide information to a contact tracer if the result is positive.
    3. The name and contact information of the client's primary care provider, if available.
2. Specimen Collection, Testing and Test Results:

- A. Consent must be obtained from the client or the client's legally authorized representative. If the client is a minor, consent must be obtained from a parent or guardian or from the minor in accordance with G.S. 90-21.5.
- B. Testing sites shall collect a specimen for a SARS-COV-2 diagnostic test approved by the US Food and Drug Administration (FDA) or authorized by the FDA through an Emergency Use Authorization (EUA)
- C. Specimen collection must be done as indicated by the test modality and samples stored and transported within the recommended ranges to achieve the highest sensitivity and specificity of results.
- D. Before collecting the specimen, don appropriate personal protective equipment (PPE). The type of PPE should be based on the type of test collection procedure and the testing location and include strategies to minimize transmission.
- E. Follow specimen collection, specimen storage, and testing methodologies required by the manufacturer and/or laboratory partner.
- F. If submitted to a laboratory, the testing sites shall direct the laboratory to return the test result to the testing site.

**\*\*\*NOTE:** *For specific guidance regarding specimen collection, testing and test results, see SCHD's COVID-19 Policy & Procedures, Section 1: Testing Procedures.*

Follow-up Requirements:

1. The test result must be reported to the client by a trained representative of the testing site or made available by the testing site as soon as possible, but no more than 24 hours after receiving result. The testing site shall also provide the test result to the client's primary care provider, if available.
2. Positive and negative tests must be reported pursuant to GS 130A, Article 6, 10A NCAC 41A.0101, and the State Health Director Temporary Order to Report (see Attachment 2) issued July 07, 2020 pursuant to G.S. 130A-141.1 and SL 2020-4, Sec. 4.10(a)(1) and implementing guidance.
3. If the test result is positive, inform the client of the control measures – see Attachment 3 below. These are to be implemented based on Centers for Disease Control and Prevention (CDC) guidance. Explain the subsequent contact tracing process – see Attachment 3, reinforce the confidentiality and safety of this process, and encourage the client to follow up with contract tracers in an expeditious manner. Provide any information collected regarding household and close contact names to the local health department to facilitate contact tracing.

**Criteria for Notifying the Physician:**

1. Contact the SCHD Medical Director if there is any question about whether to carry out any testing or other provision of the standing order.



**Standing Order Expiration Date:**

This standing order shall remain in force and effect for the duration of the state of emergency declared under North Carolina Executive Order 116 unless otherwise modified, rescinded, or replaced.

**Legal Authority:**

G.S. 130A-3, GS 130A-5  
Executive Order No. 147  
Nurse Practice Act, G.S. 90-171.20 (70) (f) & (8) (c)

Date Approved/Revised: 07/07/2020

Medical Director Approval Signature: \_\_\_\_\_  
Medical Director

***Standing Orders must be reviewed and updated as necessary, and signed and dated at least annually.***

**Attachment 1: State Standing Order for COVID-19 Testing:**



NC DEPARTMENT OF  
**HEALTH AND  
 HUMAN SERVICES**

**Statewide Standing Order for COVID-19 Diagnostic Testing**

This standing order authorizes individuals (hereinafter, "patient") to obtain a SARS-CoV-2 diagnostic test at a testing site in accordance with the conditions of this order and authorizes the testing site that submitted the specimen for SARS-CoV-2 diagnostic testing under this order to receive the results of the test directly from the testing laboratory.

COVID-19 Testing	
<b>Condition or Situation</b>	An individual who presents requesting SARS-CoV-2 diagnostic testing and is within a population for which NC DHHS recommends testing. Testing criteria is outlined here: <a href="https://covid19.ncdhhs.gov/about-covid-19/testing">https://covid19.ncdhhs.gov/about-covid-19/testing</a>
Assessment Criteria	
<b>Assessment Criteria</b>	Persons should be screened for COVID-19 testing per current NC DHHS Coronavirus Disease 2019 recommendations found here: <a href="https://covid19.ncdhhs.gov/about-covid-19/testing">https://covid19.ncdhhs.gov/about-covid-19/testing</a>
Plan of Care	
<b>Actions</b>	<p><b>1. Patient Education and Data Collection</b></p> <ul style="list-style-type: none"> <li>a. Prior to collecting the specimen from the patient, the testing site shall provide anticipatory guidance regarding testing to the patient, which at minimum shall include:             <ul style="list-style-type: none"> <li>i. Where, how, and when to obtain the test result;</li> <li>ii. Information on control measures <a href="#">English Spanish</a> to follow while waiting for the test result and to follow if the test result is positive, based on Centers for Disease Control and Prevention (CDC) guidance;</li> <li>iii. Information on what to expect from the Contact Tracer who will be in touch following a positive test result;</li> <li>iv. Information on what to do and how to access medical care if the patient has or develops symptoms and how to link to a medical home; and</li> <li>v. Information on resources, such as access to shelter or food, if needed to adhere to control measures.</li> </ul> </li> <li>b. Prior to collecting the specimen, the testing site must collect:             <ul style="list-style-type: none"> <li>i. Data required to be reported in accordance with the <a href="#">State Health Director Temporary Order to Report</a> issued July 07, 2020 pursuant to NC G.S. 130A-141.1 and SL 2020-4, Sec. 4.10(a)(1) and federal Coronavirus Aid, Relief, and Economic Security (CARES) Act, <a href="#">P.L. 116-136, § 18115(a)</a> and <a href="#">implementing guidance</a>; a subset specifically to be collected at time of sample collection is specified in Appendix A</li> <li>ii. Household and close contact names to facilitate contact tracing. The patient has the option to refuse to provide this information during the testing process but will be required to provide information to a contact tracer if the result is positive.</li> </ul> </li> </ul>



NC DEPARTMENT OF  
**HEALTH AND  
 HUMAN SERVICES**

	<p>iii. The name and contact information of the patient's primary care provider, if available.</p> <p><b>2. Specimen Collection, Testing, and Test Results</b></p> <p>a. Consent must be obtained from the patient or the patient's legally authorized representative. If the patient is a minor, consent must be obtained from a parent or guardian or from the minor in accordance with G.S. 90-21.5.</p> <p>b. Testing sites shall collect a specimen for a SARS-COV-2 diagnostic test approved by the US Food and Drug Administration (FDA) or authorized by the FDA through an Emergency Use Authorization (EUA)</p> <p>c. Specimen collection must be done as indicated by the test modality and samples stored and transported within the recommended ranges to achieve the highest sensitivity and specificity of results.</p> <p>d. Before collecting the specimen, don appropriate personal protective equipment (PPE). The type of PPE should be based on the type of test collection procedure and the testing location and include strategies to minimize transmission.</p> <p>e. Follow specimen collection, specimen storage, and testing methodologies required by the manufacturer and/or laboratory partner.</p> <p>f. If submitted to a laboratory, the testing sites shall direct the laboratory to return the test result to the testing site.</p>
<p><b>Follow-up</b></p>	<p><b>Follow up and Contact Tracing</b></p> <p>1. The test result must be reported to the patient by a trained representative of the testing site or made available by the testing site as soon as possible, but no more than 24 hours after receiving result. The testing site shall also provide the test result to the patient's primary care provider, if available.</p> <p>2. Positive and negative tests must be reported pursuant to <a href="#">GS 130A, Article 6, 10A NCAC 41A .0101</a>, and the <a href="#">State Health Director Temporary Order to Report</a> issued July 07, 2020 pursuant to <a href="#">G.S. 130A-141.1</a> and <a href="#">SL 2020-4, Sec. 4.10(a)(1)</a> and <a href="#">implementing guidance</a>.</p> <p>3. If the test result is positive, inform the patient of the control measures <a href="#">English Spanish</a> that should be implemented based on Centers for Disease Control and Prevention (CDC) guidance. Explain the subsequent contact tracing process <a href="#">English Spanish</a>, reinforce the confidentiality and safety of this process, and encourage the patient to follow up with contract tracers in an expeditious manner. Provide any information collected regarding household and close contact names to the local health department to facilitate contact tracing.</p>

Approved by:  \_\_\_\_\_  
 Elizabeth Cuervo Tilson, MD, MPH

Date approved: 7/7/20



NC DEPARTMENT OF  
**HEALTH AND  
 HUMAN SERVICES**

NPI: 1760540421

Effective Date: 7/7/20

Expiration Date: This standing order shall remain in force and effect for the duration of the state of emergency declared under Executive Order 116 unless otherwise modified, rescinded, or replaced.

**Associated Guidelines:**

CDC guidelines at:

<https://www.cdc.gov/coronavirus/2019-nCoV/lab/guidelines-clinical-specimens.html>

**Legal Authority:** G.S. 130A-3, GS 130A-5, Executive Order No. 147

**Appendix A: Key Data Fields** – Testing sites are required to collect **all** fields listed below. If a patient is unable or unwilling to provide required fields, these fields should be left empty.

Patient Data	
Patient First Name	Required
Patient Last Name	Required
Patient Middle Name	If available
Patient Date of Birth	Required
Patient Social Security Number	If available
Patient Address	Required
Patient City	Required
Patient State	Required
Patient ZIP Code	Required by August 1, 2020
Patient County	Required
Patient Phone	Required
Patient Email	If available
Patient Sex	Required by August 1, 2020
Patient Race	Required by August 1, 2020
Patient Ethnicity	Required by August 1, 2020
Specimen/Test Data	
Specimen Collection Date	Required
Placer/Submitter Specimen ID	Required
Test Name	Required
Specimen Type	Required
Order Data	
Ordering Facility/Testing Site Name	Required
Ordering Facility/Testing Site Address	If available
Ordering Facility/ Testing Site City	If available
Ordering Facility/ Testing Site State	If available
Ordering Facility/ Testing Site ZIP Code	If available
Ordering Facility/ Testing Site Phone	If available



NC DEPARTMENT OF  
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Provider Data	
Provider Last Name	Required by August 1, 2020
Provider First Name	Required by August 1, 2020
Provider NPI	Required by August 1, 2020
Patient MRN	If available
Ask on Order Entry (AOE)	
Symptomatic	Required by August 1, 2020
Symptom Onset Date	Required by August 1, 2020
First Test?	Required by August 1, 2020
Employed in Healthcare?	Required by August 1, 2020
Hospitalized?	Required by August 1, 2020
ICU?	Required by August 1, 2020
Resident in a congregate care setting (including nursing homes, residential care for people with intellectual and developmental disabilities, psychiatric treatment facilities, group homes, board and care homes, homeless shelter, foster care or other setting)?	Required by August 1, 2020
Pregnant?	Required by August 1, 2020



**Attachment 2: State Health Director Temporary Order to Report:**



NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**

ROY COOPER • Governor  
MANDY COHEN, MD, MPH • Secretary  
ELIZABETH TILSON, MD, MPH • State Health Director  
MARK BENTON • Assistant Secretary for Public Health, Division of  
Public Health

7/07/2020

TEMPORARY ORDER OF THE NORTH CAROLINA STATE HEALTH DIRECTOR

COVID-19 DIAGNOSTIC TEST RESULTS

Pursuant to G.S. 130A-141.1 and S.L. 2020-4, sec. 4.10(a)(1), the State Health Director hereby issues this TEMPORARY ORDER regarding the reporting of COVID-19 (otherwise known as a novel coronavirus) diagnostic test results.

This Order requires physicians licensed to practice medicine in this State and laboratories operating in this State to report negative results of COVID-19 diagnostic tests. Physicians and laboratories are required to report positive results of COVID-19 diagnostic tests under G.S. 130A-135, 130A-139 and 10A NCAC 41A .0101.

This Order also requires healthcare providers, as defined in G.S. 130A-476(g), other than physicians, who are ordering or conducting COVID-19 diagnostic testing in this State to report the results, both positive and negative, of COVID-19 diagnostic tests.

This Order is based upon a finding that reports of COVID-19 diagnostic tests are necessary for surveillance of a communicable disease that presents a danger to the public health.

Reports required by this Order shall be made in accordance with accompanying guidance issued by the North Carolina Department of Health and Human Services, including subsequent amendments and updates, and posted on the [Health Care Guidance Section of the NC DHHS COVID-19 website](#).

This order is effective Tuesday, July 07, 2020 and expires in 90 days.

A handwritten signature in black ink that reads "E. Cuervo Tilson".

Elizabeth Cuervo Tilson, MD, MPH  
North Carolina State Health Director

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

LOCATION: 5601 Six Forks Road, Building 2, Raleigh, NC 27609  
MAILING ADDRESS: 1928 Mail Service Center, Raleigh, NC 27699-1928  
WWW.nodhhs.gov • TEL: 919-707-5510 • FAX: 919-870-4828

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## Attachment 3: Notification & Control Measures – English & Spanish:



NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**

### Steps for People After COVID-19 Testing

There are a number of reasons why you may be tested for COVID-19. It may be because you have COVID-19 symptoms, were a close contact of someone with COVID-19, are in a job or a population that may be at higher risk for exposure and suspect you may have been exposed to COVID-19; or are in a job or a population for which routine or repeat testing is recommended or required. The information below will help you to determine what you should do while you are waiting for your test results, and what to do after your test results are available.

COVID-19 symptoms include:

- Fever, chills, or repeated shaking/shivering
- Cough
- Sore throat
- Shortness of breath, difficulty breathing
- Feeling unusually weak or fatigued
- Loss of taste or smell
- Muscle pain
- Headache
- Runny or congested nose
- Diarrhea (loose stools 3 or more times a day)

#### What do I do while I wait for my test results?

If you have any COVID-19 symptoms, were tested because you were exposed to someone with COVID-19, or you suspect you may have been exposed to COVID-19, you should stay home and, as much as possible, avoid others in your household. In addition, if you were tested because you have COVID-19 symptoms, everyone in your household should stay at home as much as possible until your results are known.

If you were tested for COVID-19 but have no symptoms and no known or suspected exposure to someone with COVID-19 (for example, as part of a workplace screening program), you do not need to stay home while waiting for your results unless you are told to do so by your employer or by a public health official.

#### What if my test is negative?

If you were tested because you have symptoms, you should stay home until you have no fever without the use of fever-reducing medicines, and you have felt well for at least 24 hours.

If you were tested because you have symptoms and a healthcare provider still thinks you have COVID-19, even with a negative test, you should stay home and, as much as possible, avoid others in your household until you can say yes to ALL three of the following questions:

- Has it been at least 10 days since you first had symptoms?
- Has it been at least 72 hours (3 days) since you have had a fever without using fever-reducing medicine?
- Has it been at least 72 hours (3 days) since your other symptoms have improved (such as coughing and shortness of breath)?

If you were tested because of a known contact to someone with COVID-19, you should stay home and quarantine (avoid anyone in your household) until 14 days after the last time you were in contact with the person who tested positive. Having a negative test during that period is a good thing, but there is still a chance that it may take up to 14 days after exposure to COVID-19 for the virus to present itself and infect someone. That's why it is important that you monitor your symptoms closely. If you develop any of the above symptoms\*, then you may have COVID-19. Check with your medical provider, the COVID-19 Community Team, or get tested again.

If you were tested for another reason that is not because of a known or suspected contact with someone who tested positive for COVID-19 and have no symptoms, then you can resume your regular activities.

Everyone should continue to [practice the 3 Ws](#) (Wear. Wait. Wash.) whenever they leave home. Wearing a cloth covering over your mouth and nose if you will be with other people, waiting 6 feet apart from others, and washing your hands often can help protect you and your loved ones from the spread of this virus.

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NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

### What if my test is positive?

Following [CDC guidelines](#), if your test comes back positive and you had symptoms, you should stay home and, as much as possible, avoid others in your household until you can say yes to **ALL three of the following questions**:

- Has it been at least 10 days since you first had symptoms?
- Has it been at least 72 hours (3 days) since you have had a fever without using fever-reducing medicine?
- Has it been at least 72 hours (3 days) since your other symptoms have improved (such as coughing and shortness of breath)?

Following [CDC guidelines](#), if your test comes back positive and you did not have symptoms, you should stay home and isolate (avoid anyone in your household) until 10 days have passed since the date of your first positive COVID-19 diagnostic test, assuming you did not develop symptoms since your positive test.

Additionally, if you have tested positive for COVID-19, the local health department or another member of the COVID-19 Community Team will call to ensure you have the information and support you need, such as tips for staying at home and monitoring symptoms.

To protect your family and friends and slow the spread of the virus, the COVID-19 Community Team member will also ask you who you have recently been near – for example, people living in your household or people who have been within 6 feet of you for more than 15 minutes. The COVID-19 Community Team will reach out to anyone who has been near you to share information and support, as well as help them get tested. They should stay home and quarantine until 14 days after the last time they were in contact with you while you were able to spread the infection. The team will not share your name or personal information. This information is confidential and will remain private. However, if you are comfortable, please share this information with everyone in your household and any of your close contacts. If the COVID-19 Community Team does not get in contact with you, please call your local health department.

### Information that applies to anyone who is advised to stay home because of COVID-19

- Stay home except to seek medical care. Do not go to work, school, or public areas.
- Do not use public transportation, ride shares, or taxis.
- Separate yourself from others in your home, especially people who are at higher risk of serious illness.
- Stay in a specific room and away from other people in your home as much as possible. Use a separate bathroom, if available.
- Do not prepare or serve food to others.
- Do not allow visitors into your home.

If you cannot meet these requirements where you currently live, the COVID-19 Community Team can help to connect you to resources that can help.

### PREVENT THE SPREAD:

- Wear a cloth face covering or mask over your nose and mouth if you are in a room with others. If you are unable to wear a cloth face covering over your nose and mouth or mask, others should wear a cloth face covering over their nose and mouth or mask if they share or enter the room.
- Cover your coughs and sneezes. Cover your mouth and nose with a tissue or sneeze into your sleeve – not into your hands – then throw away the tissue into a lined trashcan and immediately wash hands.
- Wash your hands often and thoroughly with soap and water for at least 20 seconds – especially after coughing, sneezing, or blowing your nose, or after going to the bathroom. Alcohol-based hand sanitizer with a minimum content of 60% alcohol can be used instead of soap and water if your hands are not visibly dirty.
- Do not share household items such as dishes, cups, utensils, towels, bedding with other people. After using these items, wash them thoroughly with soap and water. Laundry may be washed in a standard washing machine with warm water and detergent; bleach may be added but is not necessary.
- Clean and disinfect all “high-touch” surfaces daily (including counters, tabletops, doorknobs, faucets, toilets, phones, tv remotes, keys, keyboards), and especially any surfaces that may have body fluids on them. Use household cleaning and disinfectant sprays or wipes, according to the product label instructions. More info: [www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cleaning-disinfection.html](http://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cleaning-disinfection.html)

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PRACTICE HOME CARE:

- Rest and drink plenty of fluids. You may take acetaminophen (Tylenol®) to reduce fever and pain.
  - Do not give children younger than age 2 years any medications without first checking with a doctor.
  - Note that medicines do not “cure” COVID-19 and do not stop you from spreading the virus.
- Seek medical care if your symptoms get worse, especially if you are at a higher risk of serious illness.
- Symptoms that indicate you should seek medical care include:



**Difficulty breathing**



**Can't keep fluids down**



**Dehydration**



**Confusion**



**Other serious symptoms**

- If possible, call ahead before going to your doctor's office or hospital to tell them you are isolating for COVID-19. This will help the health care personnel prepare for your arrival and protect others from getting infected.
  - Do not wait in any waiting rooms and do wear a cloth face covering over your nose and mouth or mask at all times if possible.
  - Do not use public transportation.
  - If you call 911, first notify the dispatch and paramedics that you are under isolation for COVID-19.

*Thank you for your cooperation in this important public health matter.*

## Sampson County Health Department

**For test results, please allow 3-5  
business days and call our  
COVID-19 Helpline at 910-490-1056.**



NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**

## Pasos para seguir después de hacerse la prueba COVID-19

Hay varias razones por las que puede querer hacerse la prueba del COVID-19. Puede deberse a que usted tiene síntomas de COVID-19, fue un contacto cercano de alguien con COVID-19, está en un trabajo o en una población que puede estar en mayor riesgo de exposición y sospecha que puede haber estado expuesto al COVID-19; o está en un trabajo o una población para la que se recomienda o requiere una prueba de rutina o repetitiva. La siguiente información le ayudará a determinar lo que debe hacer mientras espera los resultados de la prueba y qué hacer después de que los resultados de la prueba estén disponibles.

Los síntomas de COVID-19 incluyen:

- Fiebre, escalofríos o temblores repetitivos
- Tos
- Dolor de garganta
- Falta de aliento, dificultad para respirar
- Se siente débil o fatigado
- Pérdida del gusto o del olfato
- Dolor muscular
- Dolor de cabeza
- Mucosidad nasal o congestión
- Diarrea (heces sueltas 3 o más veces al día)

### ¿Qué debo hacer mientras espero los resultados de mis pruebas?

Si usted tiene algún **síntoma de COVID-19**, o se hizo la prueba porque estuvo **expuesto a alguien con COVID-19**, o sospecha que puede haber estado **expuesto a COVID-19**, debe permanecer en casa y en la medida de lo posible, evitar el contacto con otras personas en el hogar.

Si se le hizo la prueba de COVID-19 pero no tiene síntomas ni piensa que ha sido expuesto a alguien con COVID-19 (por ejemplo, como parte de un programa de detección en el lugar de trabajo), no necesita quedarse en casa mientras espera sus resultados a menos que su empleador o un funcionario de salud pública le indique que lo haga.

### ¿Qué pasa si mi prueba resulta negativa?

Si le hicieron la prueba porque tiene síntomas, debe quedarse en casa hasta que no tenga fiebre (sin que haya usado medicamentos para reducir la fiebre) y se haya sentido bien durante al menos 24 horas.

Si le hicieron la prueba porque tiene síntomas y un proveedor de atención médica todavía piensa que puede tener COVID-19, incluso con una prueba negativa, debe permanecer en casa y en la medida de lo posible evitar el contacto con otras personas en el hogar hasta que pueda decir sí a **TODAS las siguientes tres preguntas**:

- ¿Han pasado al menos 10 días desde que tuvo síntomas por primera vez?
- ¿Han pasado al menos 72 horas (3 días) desde que tuvo fiebre (sin que haya usado medicamentos para reducir la fiebre)?
- ¿Han pasado al menos 72 horas (3 días) desde que los otros síntomas han mejorado (como tos y dificultad para respirar)?

Si se hizo la prueba porque tuvo contacto con alguien con COVID-19, debe permanecer en casa y ponerse en cuarentena (evitar el contacto con cualquier persona en su hogar) hasta por 14 días después de la última vez que estuvo en contacto con la persona que dio positivo. Tener una prueba negativa durante ese período es algo bueno, pero todavía existe la posibilidad de que tome hasta 14 días después de la exposición al COVID-19 para que el virus se presente e infecte a alguien. Es por eso que es importante que monitoree sus síntomas cuidadosamente. Si presenta alguno de los síntomas anteriores\*, entonces puede tener COVID-19. Consulte con su proveedor médico, con el equipo comunitario de COVID-19, o vuelva a hacerse la prueba.

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Si le hicieron las pruebas por otra razón que no se debe a un contacto conocido o sospechoso con alguien que dio positivo en COVID-19 y no tiene síntomas, entonces puede reanudar sus actividades regulares.

Todos debemos seguir [practicando las 3 W](#) Wear, Wait, Wash (Póngase, Espere, Lávese.) cada vez que salimos de casa. Usar un paño cubriendo la boca y la nariz cuando este con otras personas, conservar una distancia de 6 pies con los demás, y lavarse las manos frecuentemente puede ayudar a protegerlo a usted y a sus seres queridos de la propagación de este virus.

**¿Qué pasa si mi prueba resulta positiva?**

[Siguiendo los lineamientos de los CDC \(Following CDC guidelines\)](#), si su examen resulta positivo y tiene síntomas, debe quedarse en casa y en la medida de lo posible evitar el contacto con otras personas en su hogar hasta que pueda decir sí a **TODAS las tres preguntas siguientes:**

- ¿Han pasado al menos 10 días desde que tuvo síntomas por primera vez?
- ¿Han pasado al menos 72 horas (3 días) desde que tuvo fiebre (sin usar medicamentos para reducir la fiebre)?
- ¿Han pasado al menos 72 horas (3 días) desde que los otros síntomas han mejorado (como tos y dificultad para respirar)?

[Siguiendo los lineamientos de los CDC \(Following CDC guidelines\)](#), si su examen resulta positivo y no tuvo síntomas, debe permanecer en casa y aislarse (evitar contacto con cualquier otra persona en su hogar) hasta que hayan transcurrido 10 días desde la fecha de su primera prueba positiva de diagnóstico COVID-19 asumiendo que no haya desarrollado síntomas desde que se hizo la prueba.

Además, si ha resultado positivo con COVID-19, el departamento de salud local u otro miembro del equipo comunitario COVID-19 llamará para asegurarse de que tiene la información y el apoyo que necesita, como consejos para permanecer en casa y monitorear los síntomas.

Para proteger a su familia, amigos y para frenar la propagación del virus, un miembro del equipo comunitario COVID-19 también le preguntará con quién ha estado cerca recientemente, por ejemplo, personas que viven en su hogar o personas que han estado a menos de 6 pies de distancia de usted durante más de 15 minutos. El equipo de la comunidad COVID-19 se comunicará con cualquier persona que haya estado cerca de la persona que haya dado positivo para compartir información y apoyo, así como para ayudarles a hacerse la prueba. El equipo no compartirá su nombre o información personal. Esta información es confidencial y seguirá siendo privada. Si el equipo comunitario COVID-19 no se pone en contacto con usted, llame a su departamento de salud local.

**Información que se aplica a cualquier persona a la que se le haya aconsejado quedarse en casa a causa del COVID-19**

- Quédate en casa excepto para buscar cuidado médico. No vaya al trabajo, a la escuela o a áreas públicas.
- No utilice el transporte público, transporte compartido o taxis.
- Aíslese de las demás personas en su hogar, especialmente de las personas que tienen un mayor riesgo de enfermar.
- Permanezca en una habitación específica y aléjese de otras personas en su hogar tanto como sea posible. Utilice un baño separado, si está disponible.
- No prepare ni sirva alimentos a los demás.
- No permita que visitantes entren en su casa.

Si no puede cumplir con estos requisitos donde vive actualmente, el equipo de la comunidad COVID-19 puede ayudarle a encontrar otros recursos.

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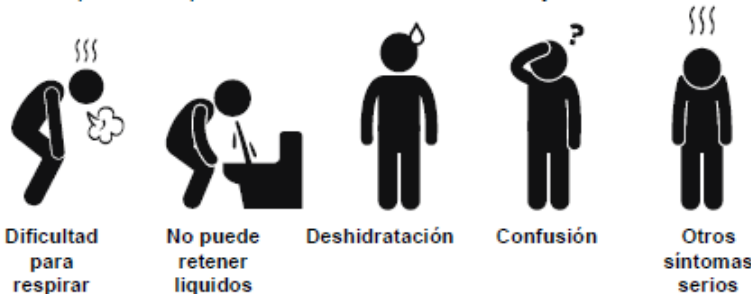
NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

PREVENGA EL CONTAGIO:

- Use una mascarilla de tela que cubra su nariz y la boca si está en una habitación con otras personas. Si no puede usted usar una la mascarilla, las otras personas deben usar una mascarilla de tela que cubra su nariz y boca si comparten o entran en la habitación.
- Cubra su boca y nariz con un pañuelo desechable o con sus mangas cuando tosa o estomude (no se cubra con las manos), luego tire el pañuelo en un bote de basura con bolsa y lávese inmediatamente las manos.
- Lávese las manos con frecuencia y a fondo con agua y jabón durante al menos 20 segundos, especialmente después de toser, estomudar o sonarse la nariz, o después de ir al baño. Se puede usar un desinfectante de manos a base de alcohol con un contenido mínimo de alcohol al 60% en lugar de agua y jabón si las manos no están visiblemente sucias.
- No comparta artículos del hogar tales como platos, tazas, utensilios, toallas, ropa de cama con otras personas. Después de usar estos artículos, lávelos bien con agua y jabón. La ropa sucia se puede lavar en una lavadora estándar con agua tibia y detergente; puede añadir cloro, pero no es necesario.
- Limpie y desinfecte todas las superficies de "alto contacto" diariamente (incluyendo mostradores, repisas, perillas de puertas, grifos, inodoros, teléfonos, control remoto de televisión, teclas, teclados), y especialmente cualquier superficie que pueda tener fluidos corporales en ellos. Use limpiadores domésticos, aerosoles o toallitas desinfectantes de acuerdo con las instrucciones en la etiqueta del producto. Para más información: [www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cleaning-disinfection.html](http://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cleaning-disinfection.html)

PRACTIQUE EL CUIDADO EN EL HOGAR:

- Descanse y beba muchos líquidos. Puede tomar paracetamol (Tylenol®) para reducir la fiebre y el dolor.
  - No dé a los niños menores de 2 años ningún medicamento sin consultar primero con un médico.
  - Tenga en cuenta que los medicamentos no "curan" el COVID-19 y no impiden su propagación.
- Busque atención médica si sus síntomas empeoran, especialmente si tiene un mayor riesgo de padecer una enfermedad grave.
- Los síntomas que indican que debe buscar atención médica incluyen:



- Si es posible, llame antes de ir al consultorio de su médico o al hospital para decirles que está aislando a causa del COVID-19. Esto ayudará al personal de atención médica a prepararse para su llegada y proteger a otros del riesgo de infección.
  - No espere en ninguna sala de espera. Cubra su nariz y boca con una mascarilla en todo momento si es posible.
  - No utilice el transporte público.
  - Si llama al 911, primero notifique al despachador y a los paramédicos que usted está bajo aislamiento a causa del COVID-19.

**Gracias por su cooperación en este importante asunto de salud pública.**

**Departamento de Salud del Condado de Sampson**

**Para los resultados de su examen, por favor permita de 3-5 días de trabajo y llame a nuestra línea de ayuda del COVID-19 al 910-490-1056.**

Adaptado de una publicación del Departamento de Salud Pública de San Francisco  
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## SAMPSON COUNTY BOARD OF HEALTH OPERATING PROCEDURES

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### **I. Name and Principal Office,**

The name of this organization is the Sampson County Board of Health (the "Board"). The principal office of the Board is located at 406 County Complex Road, Building C, Clinton, North Carolina 28328.

### **II. Officers and Committees.**

#### **A. Chair and Vice-Chair.**

In even-numbered years, the Board shall hold an organizational meeting at the County Courthouse at 9 o'clock a.m. on the first Monday in December. The agenda for this organizational meeting shall consist of the induction of newly-elected Board members and the organization of the Board for the ensuing year. The organizational meeting shall be convened and concluded before the regular December meeting is convened. Newly-elected Board members shall take and subscribe the oath of office as the first order of business. The Board shall then elect by majority vote a Chair and Vice Chair from among its members. In odd-numbered years, the Board shall at its regular meeting in December, elect by majority vote a Chair and Vice from among its members. The Chair of the Board shall be elected annually for a term of one (1) year and shall not be removed from office of Chair unless he or she becomes disqualified to serve as a member of the Board.

#### **B. Secretary.**

The local health director shall serve as Secretary to the Board but is not a member of the Board. The local health director may delegate the duties of the Secretary that are set forth in these operating procedures to an appropriate local health department employee or other designee.

#### **C. Temporary Committees.**

The Board may establish and appoint members for temporary committees as needed to carry out the Board's work. All temporary committees are subject to North Carolina open meetings laws and shall comply with the provisions thereof.

#### **D. Membership.**

Members of the Board shall serve four (4) year terms and shall serve only so long they are also members of the Sampson County Board of Commissioners.

### **III. Meetings.**

#### **A. Regular Meetings.**

The Board shall hold a regular meeting on the first Monday of each month, unless the Board adopts a schedule which calls for changes in this date. If a regular meeting is a holiday on which Sampson County offices are closed, the meeting shall be held on the next Monday or such other day as may be specified in the motion adjourning the immediately preceding regular meeting. Regular meetings shall be held at 6:00 p.m. in the County Auditorium located at 437 Rowan Road, Clinton, North Carolina 28328. The Board may change the place or time of a particular regular meeting or all regular meetings within a specified time period by resolution adopted, posted and noticed no less than seven (7) days before the change takes effect. Such resolution shall be filed with the Secretary to the Board and posted at or near the regular meeting place, and copies shall be sent to those who have requested notice of special meetings of the Board.

#### **B. Special Meetings.**

The Chair or a majority of the members of the Board may at any time call a special meeting of the Board by signing a notice stating the time and place of the meeting and the subjects to be considered. The person(s) who call the meeting shall cause the notice to be posted on the door of the regular meeting place and delivered to the Chair and all other Board members or left at the usual dwelling place of each member at least 48 hours before the meeting. In addition, notice shall be provided to individual persons and news media organizations who have requested such notice. Only those items of business specified in the notice may be transacted at a special meeting, unless all members are present or those who are not present have signed a written waiver.

#### **C. Emergency Meetings.**

If a special meeting is called to deal with an unexpected circumstance that requires immediate consideration by the Board, the notice requirements for regular and special meetings do not apply. However, the person or persons who call an emergency meeting shall take reasonable action to inform the other members and the public of the meeting. Local news organizations who have requested notice of special meetings shall be notified of such emergency meeting by the same method used to notify Board members. Only business connected with the emergency may be discussed at the meeting.

#### **D. Agenda.**

For every regular and special meeting of the Board, the Clerk or other authorized person shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all items of business to be discussed at the meeting. The notice and agenda can be combined into one document. All items of business to be discussed at a meeting of the Board shall be briefly described on the agenda. The description should set forth as clearly as practical a description of the item to be discussed so that members of the public will know the nature of the action under review and discussion.



**E. Presiding Officer.**

The Chair (or presiding officer) shall preside at all meetings of the Board. A member must be recognized by the Chair (or presiding officer) in order to address the Board. The Chair (or presiding officer) shall have the following powers:

1. To rule on points of parliamentary procedure, including the right to rule out of order motion patently offered for obstructive or dilatory purposes;
2. To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain an rule on objections from other members on this ground;
3. To call a brief recess at any time;
4. To adjourn in an emergency.

If the Chair (or presiding officer) wishes to become actively engaged in debate on a particular proposal, he or she shall designate another board member or a staff member to preside. The Chair (or presiding officer) shall resume the duty to preside as soon as action on the matter is concluded. If the Chair is absent, the Vice-Chair shall preside. If the Chair and the Vice-Chair are absent, another Board member designated by a majority vote of those members present at the meeting shall preside.

**E. Quorum.**

A majority of the Board membership shall constitute a quorum. The number required for a quorum is not affected by vacancies. If a member has withdrawn from a meeting without being excused by a majority vote of the remaining members present, he or she shall be counted as present for the purposes of determining if a quorum is present. The Board may compel the attendance of an absent member by ordering the sheriff to take the member into custody.

**G. Voting.**

The Board shall proceed by motion in the manner prescribed by the *Rules of Procedure and Conduct of the Sampson County Board of Commissioners*. A member must abstain from voting in cases involving conflicts of interest as defined by North Carolina and federal law.

## **H. Minutes.**

Minutes shall be prepared of each Board meeting. Copies of the minutes shall be made available to each Board member before the next regular Board meeting. At each regular Board meeting, the Board shall review the minutes of the previous regular meeting as well as any special or emergency meetings that have occurred since the previous regular meeting, make any necessary revisions, and approve the minutes as originally drafted or as revised. The public may obtain copies of Board meeting minutes.

## **IV. Rule-Making Procedures and Other Procedural Matters.**

The Board shall adopt rules in the manner prescribed by the *Rules of Procedure and Conduct of the Sampson County Board of Commissioners*. The Board shall consider any rules recommended by the Sampson County Health Department Advisory Board; however, the Board may promulgate and adopt rules without the recommendation of the Sampson County Health Department Advisory Board, which is a purely advisory body, and retains ultimate authority for adopting all rules in accordance with North Carolina law.

All other matters, with the exception of appeals governed by N.C. Gen. Stat. § 130A-24, which shall be conducted in accordance with Section IVA of these Operating Procedures, shall be conducted in the manner prescribed by the *Rules of Procedure and Conduct of the Sampson County Board of Commissioners*.

### **IVA. Appeals Procedure.**

Appeals concerning the enforcement of rules adopted by the Board and concerning the imposition of administrative penalties by the local health director shall be conducted pursuant to the provisions of N.C. Gen. Stat. § 130A-24 and this Section.

#### **A. Notice of Appeal.**

An aggrieved person may request an appeal hearing to contest the enforcement of rules adopted by the Board and the imposition of administrative penalties by the local health director by submitting a notice of appeal in writing to the local health director within 30 days of the challenged action. The notice of appeal must contain the name and address of the aggrieved person, a description of the action challenged, and a statement of the reasons why the challenged action is ineffective in order to be effective.

#### **B. Transmission of Appeal Materials.**

Within five (5) working days of his or her receipt of a valid notice of appeal, the local health director shall transmit to the Board the notice of appeal and the papers and materials upon which the challenged action was taken.



**C. Notice of Hearing.**

The Board shall schedule and hold a hearing within fifteen (15) days of the receipt of the notice of appeal and shall give the appealing person not less than ten (10) days' notice of the date, time, and place of the hearing.

**D. Continuances.**

An appealing person may, for good cause shown, request a continuance of the hearing. The Board shall determine if a continuance should be granted and shall inform the appealing person of its decision at least one (1) day prior to the scheduled hearing.

**E. Waiver of Hearing.**

An appealing person waives his or her right to a hearing if he or she fails to file an effective notice of appeal with the local health director within thirty (30) days of the action being challenged or fails to attend a scheduled hearing after sufficient notice.

**F. Discovery.**

Pre-hearing discovery shall not be available to any party.

**G. Disqualification of Board Member.**

If any Board member cannot attend the appeal hearing or cannot conduct a fair and impartial hearing in a particular case, he or she shall not participate in the hearing, deliberation, or decision of the matter.

**H. Oath.**

No person may testify or present any evidence to be admitted into the record without first being put under oath or affirmation. The Chair or other presiding officer shall have the power to administer oaths or affirmations.

**I. Conduct of Hearing.**

The Board shall have complete control over the conduct of the hearing, including, but not limited to, the order of the calling of witnesses and the presentation of evidence and the exclusion of irrelevant, immaterial, repetitious, or redundant testimony or evidence.

**J. Evidence at Hearing.**

The rules of evidence, as applied in the General Courts of Justice, shall not apply at the hearing. Any competent evidence relevant to the decision or ruling in the case shall be admissible in the record. The Board may restrict or exclude unduly repetitious or redundant testimony or exhibits.

**K. Counsel.**

An appealing person may have an attorney present to assist in the presentation of his or her case before the Board. The County Attorney shall assist the Board with the procedural and evidentiary aspects of the appeal hearing.

**L. Deliberation by the Board.**

After all competent testimony and all evidence has been presented to the Board, the Board shall deliberate in open session and shall have the authority to affirm, modify, or reverse the challenged action based upon majority vote of the members participating in the hearing, provided that a quorum is present.

**M. Decision.**

The Board shall issue a written decision based on the evidence presented at the hearing. The written decision shall contain a concise statement of the reasons for the Board's decision. A copy of the written decision shall be sent to the appealing person by certified mail, return receipt requested, and filed concurrently with the Sampson County Manager and the Sampson County Attorney.

**N. Appeal to District Court Division.**

A person who wishes to contest a decision of the Board under this Section shall have the right to appeal to the District Court having jurisdiction over the matter within thirty (30) days after the date of the decision by the Board. The scope of review in District Court shall be the same as in N.C. Gen. Stat. § 1S0B-51.

**V. Amendments to Operating Procedures.**

These Operating Procedures may be amended at any regular meeting or at any properly called special meeting that includes amendment of the Operating Procedures as one of the stated purposes of the meeting. A quorum must be present at the meeting at which amendments to the Operating Procedures are discussed and approved, and any amendments to the Operating Procedures must be approved by a majority of the members present at the meeting.

**VI. Code of Ethics and Conflicts of Interest.**

The Board's members shall comply with the ethical and conflict of interest provisions set forth in the *Sampson County Board of Commissioners Code of Ethics Adopted Pursuant to N.C. Gen. Stat. § 160A-86*.

**VII. Compliance with North Carolina Law.**

In conducting its business, the Board shall comply with all applicable North Carolina law, including, but not limited to, open meetings laws, public records laws, and the laws setting forth the powers and duties of local boards of health. To assist the Board in compliance, the Secretary shall maintain a current copy of relevant North Carolina General Statutes and make them available to Board members upon request.

**APPROVED AND ADOPTED**, by the Sampson County Board of Health the 1st day of October, 2018 and **AMENDED** this the 3rd day of August, 2020.

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CLARK H. WOOTEN, Chair,  
Sampson County Board of Health

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WANDA ROBINSON, Secretary,  
Sampson County Board of Health

**Sampson County Health Department**

**Local Health Department**

**Health Services Analysis**

**Policy and Procedure**

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**1. PURPOSE:**

To assure that Sampson County Health Department (SCHD) complies with legal requirements for reporting high level clinical service data to the NC Division of Public Health (DPH). The policy details the security measures involved in the reporting process for clinical data exchanged between the NC Division of Public Health-State Center for Health Statistics and Sampson County Health Department.

**2. POLICY:**

It is the policy of SCHD to require the contracted electronic health record (EHR) vendor (CureMD) to capture required data in its electronic health record. SCHD will require its EHR vendor (CureMD) to create a data extract in the format specified by DPH.

**3. DEFINITIONS:**

- a. Crush FTP: Secure server used by DPH to receive SCHD Batch Information
- b. S-FTP: Access Form sent by DPH

**4. ACRONYMS:**

- a. DHHS: Department of Health and Human Services
- b. DPH: Department of Public Health
- c. EHR: Electronic Health Record
- d. LHD-HSA: Local Health Department-Health Services Analysis
- e. NC: North Carolina
- f. PHI: Protected Health Information
- g. SCHD: Sampson County Health Department

**5. RESPONSIBLE PARTIES:**

Only personnel authorized by DPH can access the CrushFTP secure server for the transfer of data with DPH.

**6. Procedure:**

- A. Health Director designates at least two CrushFTP users:
  - i. Tamra Jones, Accounting Specialist II
  - ii. Sandra Morrisey, Accounting Tech II
- B. Each user will
  - i. complete S-FTP Access Request form obtained from DPH;

- ii. comply with the NC DHHS Privacy and Security Policy: Acceptable Use for DHHS Information Systems;
  - iii. complete training provided by DPH;
  - iv. contact CrushFTP support (919-792-5877) or LHD-HSA Help Desk support (919-707-5192)
- C. Passwords for the CRUSH FTP server may never be shared. Users must transfer data to and from the server from the IP address given with approval. If IP address changes, contact CrushFTP support (919-792-5877).
- D. Upload of files to DPH
- i. SCHD uploads its own files to the CrushFTP server,
  - ii. Upload occurs at least every 30 days and follows the suggested upload schedule published by DPH when possible.
- E. Checking email for processed files
- i. Credentialed users check email daily on workdays for notifications that files have been processed.
  - ii. Credentialed users review the file summary.
  - iii. If the processed file(s) are without error, then no further action is needed.  
Note: Processed files are automatically moved to “processed” folder on CrushFTP.
- F. Checking server for error reports
- i. If the processed file(s) indicated errors, then user signs on to the CrushFTP server and reviews the error report.
  - ii. The user may download a copy of the error report to a secure folder on a local server designated for LHD-HSA reporting. The error report will contain personally identifiable information (PII).  
Note: Error files will be deleted from CrushFTP on a periodic basis by CrushFTP support.
- G. Correcting error reports
- i. Users review the error reports and make corrections.
  - ii. Some errors are technical while others may be clinical in nature.
  - iii. Contact internal users, vendor, or LHD-HSA Help Desk (919-707-5192) as needed to understand and correct errors.
- H. Resubmitting files to DPH
- i. SCHD should re-open files with changes/fixes within 10 business days.  
Note: Re-submission of files to correct errors will not create a duplicate in the master data.

The legal rights and responsibilities of patients and health care providers shall apply to records created or maintained in electronic form to the same extent as those rights and responsibilities apply to medical records embodied in paper or other media. This applies to security, confidentiality, accuracy, integrity, access to, and disclosure of medical records.

All electronic health records are maintained in accordance with the SCHD policy on Electronic Health Records and Imaging Policy and Procedure.

7. **RESPONSIBILITIES:** This policy is applicable to all employees of the SCHD, including students, volunteers, temporary, and contractual staff. Supervisors are responsible for monitoring compliance with the policy.
  
8. **LEGAL AUTHORITY:**  
HIPAA Health Insurance and Portability Act of 1996  
NCGS § 130A-34.2. Billing of Medicaid.  
NCGS § 90-412§. Electronic medical records.  
NCGS § 130A-45.8. Confidentiality of patient information.  
NCGS § 130A-15. Access to information.  
NCGS § 130A-16. Collection and reporting of race and ethnicity data.
  
9. **REFERENCES:**  
Confidentiality Policy & Procedure Manual  
Electronic Health Records and Imaging Policy and Procedure Manual  
HIPAA Policy & Procedure Manual  
Information Security Policy & Procedure Manual



**SAMPSON COUNTY HEALTH DEPARTMENT  
Local Health Department-Health Services Analysis (LHD-HSA) Policy & Procedure  
Annual/Review/Policy Update Review Form**

Manual: Information Security Manual	<u>Applicable Signatures/Title</u>
Title: Local Health Department-Health Services Analysis (LHD-HSA) Policy	Program Coordinator/Specialist: N/A
<input type="checkbox"/> Program Policy: N/A	Supervisor: Tamra Jones
<input type="checkbox"/> Program Procedure: N/A	Director of Nursing: Kelly Parrish
<input checked="" type="checkbox"/> Management/Department-wide Policy	Medical Director: Dr. Tim Smith
<input type="checkbox"/> Personnel/Fiscal Policy	Health Director: Wanda Robinson
Distributed to: Intake and Fiscal Staff	Board of Health Chair: Clark Wooten
	Health Advisory Board Chair: Jacqueline Howard
	Effective Date: 6/01/2020
	Supersedes: 12/20/2019

Review/Revision Date: 04/01/18, 12/20/19, 06/01/20\_\_\_\_\_

\_\_\_\_\_  
Advisory Committee Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Health/Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Health Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

**Sampson County Health Department  
LHD-HSA Policy Review & Revision Form**

<b>Annual Review Date</b>	<b>Revision Date</b>	<b>Revision: Name, Location, Page # of Section w/ Revision(s)</b>	<b>Changes Made By</b>	<b>Date Staff Notified</b>
12/20/19		Page 3(#4 f)-Change PII to PHI. (#6 A i ii) – Change: Tamra Jones from Accounting Specialist I, to Accounting Specialist II, and Sandra Morrisey from Accounting Tech I, to Accounting Tech. II.	Sandra Armwood-Morrisey	1/16/20
12/20/19		Updated Effective Date and Revision Date to 12/20/19 on pages: 6,7,8,9, & 10.	Sandra Armwood-Morrisey	1/16/20
12/20/19		Page 6 – Changed Board of Health Chair from Dr. Jacqueline Howard to Clark Wooten.	Sandra Armwood-Morrisey	1/16/20
6/01/20		Page 6 – Changed All Staff to Intake and Fiscal Staff. Changed Effective Date and Revision Date to 6/01/20 on pages: 6 & 7.	Sandra Armwood-Morrisey	

RECEIVED

JUN 29 2020

SAMPSON COUNTY HEALTH DEPARTMENT

2020-2021

**Contract for School Nursing Services  
Between the  
Sampson County Health Department and Clinton City Schools**

This is agreement between the Sampson County Health Department, hereinafter referred to as the "Department" and the Clinton City Schools hereinafter referred to as the "School" or "Hospital" is entered into for the purpose of providing school nursing services to the students of the Clinton City School System.

Whereas both the Department and the School mutually agree that the purpose of providing school nursing services is to promote the optimal health and well-being of all students in Clinton City Schools, and

Whereas both the Department and the School mutually agree that the long-term purpose of these funds is to provide full-time nursing services to each school in the system, and

Whereas both the Department and the School mutually agree that the School Nurse Funding Initiative (SNFI) enacted by the General Assembly is a useful step toward the goal of having a nurse to student ratio that meets the nation and state recommendation of 1:750, and

Whereas both the Department and the School mutually agree to continue providing school nursing services as specified in the annually developed "Memorandum of Agreement between Sampson County Health Department and Clinton City Schools;"

NOW, THEREFORE, in consideration of the premises and the following mutual covenants and conditions and any sums to be paid, the Department and Schools agree as follows:

**The Department agrees:**

1. To provide funds not to exceed \$150,000.00 to the sub-contractor for the purpose of supporting nationally certified school nurse(s) or registered nurse(s) working toward certification to provide school nursing services for the 2020-2021 school year.
2. That the funds will be paid monthly upon submission of an invoice that specifies personnel and other allowable costs and that the Department shall pay the sub-contractor within thirty (30) days of receipt of the invoice. Any adjustments to the invoice shall be taken into account in the next succeeding invoice or as soon thereafter as reasonably practical.
3. That the funds may be used only for personnel costs (salary and fringe) and continuing education costs up to \$750 per SNFI position.

**The Sub-Contractor agrees:**

1. To provide a detailed budget (Attachment III) to the Department by August 31, 2020.
2. To utilize funds not to exceed \$150,000.00 for the purpose of supporting (three) 10-month nationally certified school nurse(s) or registered nurse(s) working toward certification, to provide school nursing services for the 2020-2021 school year.
3. To comply with assurances in Attachment I, to be signed and returned.

4. The nurse(s) will provide direct nursing services to students within one or more schools following the scope of service in Attachment II.
5. To submit an invoice to the Department monthly that specifies personnel and other allowable costs for the period.
4. To provide adequate space, computer equipment and supplies for the designated position through other funds at a level comparable to the support provided to all school nurses supported by the Department or the Sub-Contractor.
5. To inform the Department of the employment of the nurses, and in the event of termination, whether voluntary or involuntary, and the date of termination within 4 working days of such action.
6. To maintain documentation that each nurse employed under this contract is and remains current in his/her licensure as a Registered Nurse in good standing with the North Carolina Board of Nursing.
7. To provide supervision within the Sub-Contractor consistent with the annual Memorandum of Agreement.
8. To assume the full responsibility for negligence of its employees that provide nursing services under the terms of this contract for the contract positions and for all nurses employed directly by the Sub-Contractor but functioning under the direction of the annual Memorandum of Agreement.

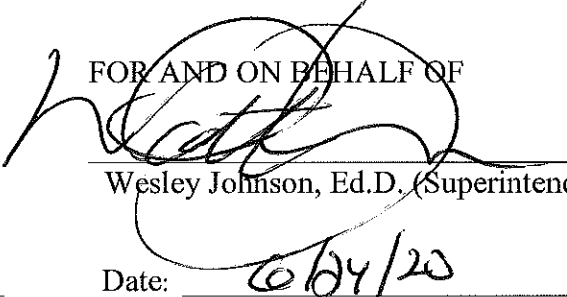
This contract shall be in effect for the period July 1, 2020 through June 30, 2021 and is renewable annually thereafter. Either party may terminate this contract with or without cause upon (60) days written notice.

FOR AND ON BEHALF OF

\_\_\_\_\_  
Wanda Robinson (Health Director)

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

FOR AND ON BEHALF OF

  
Wesley Johnson, Ed.D. (Superintendent)

Date: 06/04/20

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

\_\_\_\_\_  
David Clack (Sampson County Finance Officer)

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

\_\_\_\_\_  
Edwin W. Causey, (County Manager)

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

FOR AND ON BEHALF OF THE COUNTY OF SAMPSON

\_\_\_\_\_  
(CHAIR COUNTY COMMISSIONERS)

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

**Attachment I**

**ASSURANCES**

(To be initialed by Superintendent of Local Education Agency or other Sub-Contractor CEO)

Initials

Assure that these contracted funds will not be used to supplant existing federal, State, or local funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.

WSS

Assure that school nurses will be allowed to participate in required trainings.

WSS

## Attachment II

### Scope of Work

#### II. Purpose:

The purpose of the contract is to improve the school nurse to student ratio in the school district in order to have a positive impact on improving children's health and their readiness to learn. Funds will be used to employ nationally certified school nurse(s) or registered nurse(s) working toward national certification to work full time in schools and enhance the local capacity to provide basic health services to students.

#### III. Scope of Work and Deliverables:

**The Contractor shall, for approximately 3,100 students:**

1. Employ five (3) nationally certified school nurse(s) or registered nurse(s) working toward national certification, to work full time.

School Nurse Assignment	# SNFI Nurses
Clinton City Schools as assigned - Attachment C	3

2. Submit, annually, a written work plan from each school nurse, no later than one month from hire.

A. The plan shall address delivery of basic health services, including activities, strategies and goals, within, but not limited to, the following areas:

- a) Preventing and responding to communicable disease outbreaks;
- b) Developing and implementing plans for emergency medical assistance for students and staff;
- c) Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs;
- d) Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this service;
- e) Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up of referrals; and
- f) Assuring that mandated health related activities are completed, i.e. Kindergarten Health Assessments, Immunization Status

Report, blood-borne pathogen control plan (OSHA) requirements, etc.

AND, as required by HB 200 SL 2011-145 Section 10.22 (b)-- School nurses funded by SNFI do not assist in any instructional or administrative duties associated with a school's curriculum and do perform all of the following with respect to school health programs:

- g) Serve as coordinator of the health services program and provide nursing care;
- h) Provide health education to students, staff, and parents;
- i) Identify health and safety concerns in the school environment and promote a nurturing school environment;
- j) Support healthy food services programs;
- k) Promote healthy physical education, sports policies, and practices;
- l) Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies;
- m) Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee;
- n) Provide health education and counseling and promote healthy activities and a healthy environment for school staff;
- o) Be available to assist the county health department during a public health emergency.

B. The plan shall also outline the steps the nurse(s) will take toward meeting degree and certification requirements, if not already certified, no later than the date of completion of three years of employment as a school nurse in North Carolina.

3. Submit a mid-year review of progress toward achieving goals in the annual plan, scheduled by Jan. 31 (if hired at start of school year) or by a date to be determined with DPH regional school nurse consultant, if hired at a date different from start of school year.
4. Submit an annual report that addresses the overall progress toward meeting the work plan outcomes, related, but not limited to, the health service areas listed above. Any information regarding strengths, challenges and the accomplishments of the position will also be reviewed. The report form for the annual report will be provided to the contractor in September of each school year. The report is due no later than a week after the end of the school year; prior to resignation if not working the full school year; or upon a date to be determined with the DPH regional school nurse consultant.

**As a result of this contract, the following outputs shall be attained:**

Three (3) nationally certified school nurse(s) or registered nurse(s) to work full time to serve approximately 8,586 students.

An annual Work Plan to provide basic health services.

**IV. Performance Measures/Reporting Requirements:**

The contractor shall:

1. Submit to the Contract Administrator within 30 days a recruitment plan for any position that is vacant at the time this contract is executed.
2. Notify the Contract Administrator in the Division of Public Health within four (4) working days after initial hire or replacement hire for this position, on a form that is supplied by the Contract Administrator upon execution of the contract or agreement addendum. This notification must include all items listed on the form, including information about nursing education and certification.
3. Notify the Contract Administrator within 4 working days in the event that the position becomes vacant, on a form supplied by the Division. The plan must include the procedure to recruit for this position.
4. Assure that registered nurse hired into this position is duly registered by the North Carolina Board of Nursing and fully permitted to practice in the State of North Carolina.
5. Submit an annual report as outlined above, on a form supplied by the Division, by the specified date.
6. Provide data to the Local Education Agency for inclusion in the North Carolina Annual Survey of Public School Health Services. The data must be provided to the LEA in time for its submission of the report to the Regional School Nurse Consultant prior to the conclusion of the academic year.
7. Assure that the newly hired School Nurse Funding Initiative school nurse will be provided with paid time and reimbursement of costs associated with attendance or participation in continuing education, at the same level of cost reimbursement provided to other professional school employees. Assure that up to \$750 will be budgeted for participation in other professional development workshop(s) or conference(s), if funds are available. The school nurse must participate in School Nursing: Roles and Responsibilities, an Orientation Workshop, unless previously attended. If funds are available and if the nurse has previously attended that workshop, assure that the school nurse will be allowed to participate in a School Nurse Certification review course; Pediatric Physical Assessment for School Nurses Workshop, School Nurse Role in Emergency Care Workshop, and/or 28<sup>th</sup> Annual School Nurse Conference.
8. Collaborate with the School Nurse Consultant on DPH initiatives in an effort to help implement these at the local level (e.g., school nurse case management project, immunization initiatives, etc.)
9. Assure that school nurse(s) employed through this contract will be supported at the same level as other school nurse(s) in the LEA, providing adequate space, computer equipment, supplies, in-district travel expenses, etc.
10. For any school nurse who is not certified at the time of hire, submit a plan that would result in certification, including timelines for achieving education and certification goals. The plan should be submitted to the regional school nurse



consultant within 30 days of hire. This plan must be updated at least twice annually until the nurse is certified.

11. Assure that the LEA/LHD Memorandum of Agreement that exists between all health districts and local education agencies clearly states that emergency/disaster service by SNFI nurses is an allowable use of their time.
12. Assure that the priority of the allocation during a full year will support salary and fringe for the school nurse(s). However, where the allocation exceeds the amount needed to fully fund the school nurse(s) salary and fringe, lapsed salary and fringe may be used to support training as described above in number 7.  
**Note: No other expenditures are allowable using this allocation.**
13. Assure that if salaries and fringe exceed the state allocation, local funds will be used. If more than one position is allocated, state funds provided for the positions can be combined. This will allow use of more than \$50,000 (annual allocation per position) for a position if education and experience qualifies one nurse for more than \$50,000 and another for less than \$50,000.
14. Provide accurate contact information and timely notification of changes in contact information of key contacts, including school nurse supervisor, SNFI school nurse, contract program administrator, and contract fiscal officer.
15. Provide advance notification to the regional school nurse consultant should a change in local school nurse position number or assignment be expected to affect the level of student service provided by the SNFI nurse.
16. If SNFI funds are sub-contracted, provide a copy of the sub-contract and attachments to the NC Division of Public Health upon execution.

**The short-term and/or interim outcomes of this contract are:**

- A. Reduce the nurse to student ratio in Clinton City Schools from 1/775 approximately to 1/750 approximately.
- B. Improve access to basic health services for 100% of students served.

**V. Performance Monitoring and Quality Assurance:**

**A. The Contractor shall adhere to the following service quality measures for this contract:**

1. Service is provided by a nationally certified school nurse. If the nurse hired with these funds is not nationally certified, service is provided by a registered nurse working towards certification. This requirement shall be completed no later than the date of completion of three years of employment as a school nurse in North Carolina.
2. Services are provided in accordance with standards established by the NC Nurse Practice Act and the NC Board of Nursing.
3. Services are provided in a culturally sensitive manner.

**B. This contract will be monitored according to the following plan:**

1. Contract Administrator and central office program staff will review budgets and expenditures to assure that funds are spent according to agreed upon budgets.
2. Contract Administrator will monitor vacancies, recruitment and hiring.
3. Program staff will maintain regular contact (email, phone, on-site) with the Contractor to review progress on contract deliverables.
4. Upon completion of the annual work plan regional school nurse consultants will review assurance of deliverables as outlined in this contract. At midyear, and more often if necessary, regional school nurse consultants will review progress on contract deliverables and provide a sub-recipient monitoring report to the Contract Administrator. The report will demonstrate assurance that program goals are being addressed and that all deliverables are on target to be met. If the report indicates failure to adhere to deliverables in this contract, the contractor will work with the regional consultant and the Contract Administrator to develop a corrective action plan. If the corrective action plan does not meet contract requirements, the Division may take action resulting in cessation of funding.
5. Results of monitoring activities will be provided to the DHHS Program Monitoring System.

#### **VI. Funding Guidelines or Restrictions:**

The contractor shall only use funds for salary, fringe and to support continuing education and required school nurse training.

The contractor shall assure that these funds will not supplant existing funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.

If the SNFI nurse is hired by the local Health Department for 12 months, funds in the amount of 1/12 of the annual allocation shall be drawn down each month to support the SNFI nurse salary, fringe, and continuing education. If SNFI funds are contracted with other employers (LEA, hospital) the draw down may be no more than is billed monthly by the contractor without prior approval of the DPH contract administrator.

**Attachment III**  
**BUDGET**  
SNFI Contract Budget

**I. SALARIES**

Position Title	Name *	Annual Salary	Type Position	Amount Paid by Local Agency	Amount Paid by State Contract
1. Nurse 1	Name Jeana Hairr-Ray	\$ 31,000	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input checked="" type="checkbox"/> 10-month		\$ 31,000
2. Nurse 2	Name Jana Hobson	\$ 40,000	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input type="checkbox"/> 10-month		\$ 40,000
3. Nurse 3	Name Donna Royal	\$ 29,751	<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input type="checkbox"/> 10-month		\$ 29,751
<b>TOTAL SALARY PAID BY CONTRACT</b>					<b>\$100,751</b>

\* List VACANT if position not filled at the time of this report.

## II. FRINGE

Position Title	Name *	Type and Rate	Amount Paid by Local Agency	Amount Paid by the State Contract
1. Nurse 1	J.Hairr-Ray	<input type="checkbox"/> Retirement Rate : 21.44%		6,646.00
		<input type="checkbox"/> FICA Rate: 7.65%		2,371.00
		<input type="checkbox"/> Medical Rate/Amount: \$		6,647.00
		<input type="checkbox"/> Other: Rate:		
2. Nurse 2	Jana Hobson	<input type="checkbox"/> Retirement Rate: 21.44%		8,576.00
		<input type="checkbox"/> FICA Rate:7.65%		3,060.00
		<input type="checkbox"/> Medical Rate/Amount: \$		6,647.00
		<input type="checkbox"/> Other: Rate:		
3. Nurse 3	Donna Royal	<input type="checkbox"/> Retirement Rate : 21.44%		6,379.00
		<input type="checkbox"/> FICA Rate: 7.65%		2,276.00
		<input type="checkbox"/> Medical Rate/Amount: \$		6,647.00
		<input type="checkbox"/> Other: Rate:		
4. Nurse 4	Name	<input type="checkbox"/> Retirement Rate : %		
		<input type="checkbox"/> FICA Rate: %		
		<input type="checkbox"/> Medical Rate/Amount: \$		
		<input type="checkbox"/> Other: Rate:		
5. Nurse 5	Name	<input type="checkbox"/> Retirement Rate :		
		<input type="checkbox"/> FICA Rate:		
		<input type="checkbox"/> Medical Rate/Amount: \$		
		<input type="checkbox"/> Other: Rate:		
<b>TOTAL FRINGE PAID BY CONTRACT</b>				<b>\$ 49,249.00</b>

\*Fringe benefit amounts may change due to longevity, etc. that the employee may be eligible for during the school year.

**Justification:** Funds will be used to employ nationally certified school nurse(s) or registered nurse(s) working toward national certification to work full time in schools and enhance the local school district's capacity to provide basic health services to students.

**III. Other**

<b>STAFF TRAVEL</b>				
<b>In-State</b>		<b>Total miles</b>	<b>Cost per mile</b>	<b>Total Cost</b>
In-state Mileage				\$
		<b>Number of nights</b>	<b>Cost per night</b>	<b>Total Cost</b>
In-state Lodging				\$
	<b># of breakfasts</b>	<b># of lunches</b>	<b># of dinners</b>	<b>Total Cost (State rate)</b>
State funded Meals, Instate				\$
Conference Registration				0.00
<b>TRAINING PAID BY CONTRACT (If no funds available after covering salary and fringe for these positions, leave at 0.00. If funds available, amount is limited to a total of \$750 per position. See Scope of Work for Allowable Costs)</b>				<b>0.00</b>

<b>CONTRACT TOTAL AMOUNT</b>	<b>\$150,000.00</b>
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**2020-2021**  
**Contract for School Health Nursing Services**  
**Between the**  
**Sampson County Health Department and Sampson County Schools**

This agreement is between the Sampson County Health Department, hereinafter referred to as the "Department" and the Sampson County Schools, hereinafter referred to as the "School" is entered into for the purpose of providing school nursing services to the students of the Sampson County School System.

Whereas both the Department and School mutually agree that the purpose of providing school nursing services is to promote the optimal health and well-being of all students in Sampson County Schools, and

Whereas both the Department and the School mutually agree that the long-term purpose of these funds is to provide full time nursing services to each school in the system, and

Whereas both the Department and the School mutually agree that the School Nurse Funding Initiative (SNFI) enacted by the General Assembly is a useful step toward the goal of having a nurse to student ratio that meets the nation and state recommendation of 1:750, and

Whereas both the Department and the School mutually agree to continue providing school nursing services as specified in the annually developed "Memorandum of Agreement between Sampson County Health Department and Sampson County Schools,"

NOW, THEREFORE, in consideration of the premises and the following mutual covenants and conditions and any sums to be paid, the Department and Schools agree as follows:

**The Department agrees:**

1. To provide funds not to exceed \$250,000.00 to the School for the purpose of supporting three 10 month nationally certified school nurse(s) or registered nurse(s) working toward certification, to provide school nursing services for the 2020-2021 school year.
2. That the funds will be paid monthly upon submission of an invoice that specifies personnel and other allowable costs and that the Department shall pay the School within thirty (30) days of receipt of the invoice. Any adjustments to the invoice shall be taken into account in the next succeeding invoice or as soon thereafter as reasonably practical.
3. That the funds may be used only for personnel costs (salary and fringe) and continuing education costs up to \$750 per SNFI position.

**The School agrees:**

1. To provide a detailed budget (Attachment III) to the Department by August 31, 2020.
2. To utilize funds not to exceed \$250,000.00 for the purpose of supporting (one or more) 10 month nationally certified school nurse(s) or registered nurse(s) working toward certification, to provide school nursing services for the 2019-2020 school year.
3. To comply with assurances in Attachment I (Need to sign and return with the agreement.)
4. The nurse(s) will provide direct nursing services to students within one or more schools following the scope of service in Attachment II.


5. To submit an invoice to the Department monthly that specifies personnel and other allowable costs for the period.
6. To provide adequate space, computer equipment and supplies for the designated position through other funds at a level comparable to the support provided to all school nurses supported by the Department of the School.
7. To inform the Department of the employment of the nurses, and in the event of termination, whether voluntary or involuntary, and the date of termination within 4 working days of such action.
8. To maintain documentation that each nurse employed under this contract is and remains current in his/her licensure as a Registered Nurse in good standing the North Carolina Board of Nursing.
9. To provide supervision within the School consistent with the annual Memorandum of Agreement.
10. To assume the full responsibility for negligence of its employees that provide nursing services under the terms of this contract for the contract positions and for all nurses employed directly by the School but functioning under the direction of the annual Memorandum of Agreement.

This contract shall be in effect for the period July 1, 2020 through June 30, 2021 and is renewable annually thereafter. Either party may terminate this contract with or without cause upon sixty (60) days written notice.

FOR AND ON BEHALF OF:

FOR AND ON BEHALF OF:

\_\_\_\_\_  
Wanda Robinson (Health Director)

  
\_\_\_\_\_  
Dr. Eric Bracey (Superintendent)

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

Date: 6/11 / 2020

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

\_\_\_\_\_  
David Clack  
Sampson County Finance Officer

\_\_\_\_\_  
Edwin W. Causey  
County Manager

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

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

FOR AND ON BEHALF OF THE COUNTY OF SAMPSON

\_\_\_\_\_ (Chair County Commissioners)

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

**Attachment 1**

**ASSURANCES**

(To be initiated by Superintendent of Local Education Agency or other School CEO)

Initials

Assure that these contracted funds will not be used to supplant existing federal, State, or local funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.

TS

Assure that school nurses will be allowed to participate in required trainings.

TS



## Attachment II

### Scope of Work

#### I. Purpose:

The purpose of the contract is to improve the school nurse to student ratio in the school district in order to have a positive impact on improving children's health and their readiness to learn. Funds will be used to employ nationally certified school nurse(s) or registered nurse(s) working toward national certification to work full time in schools and enhance the local capacity to provide basic health services to students.

#### II. Scope of Work and Deliverables:

**The School shall, for approximately 8,586 students:**

1. Employee 5 nationally certified school nurse(s) or registered nurse(s) working toward national certification, to work full time.

School Nurse Assignment	# SNFI Nurses
Sampson County Schools as assigned- Attachment C	5

2. Submit, annually, a written work plan from each school nurse, no later than one month from hire.
  - A. The plan shall address delivery of basic health services, including activities, strategies and goals, within, but not limited to, the following areas:
    - a) Preventing and responding to communicable disease outbreaks;
    - b) Developing and implementing plans for emergency medical assistance for students and staff;
    - c) Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs;
    - d) Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this services;
    - e) Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up of referrals; and
    - f) Assuring that mandated health related activities are completed, i.e. Kindergarten Health Assessments, Immunization Status

Report, blood-borne pathogen control plan (OSHA) requirements, etc.

And, as required by HB 200 SL 2011-145 Section 10.22 (b)—School nurses funded by SNFI do not assist in any instructional or administrative duties associated with a school’s curriculum and do perform all of the following with respect to school health programs:

- g) Serve as coordinator of the health services program and provide nursing care;
- h) Provide health education to students, staff, and parents;
- i) Identify health and safety concerns in the school environment and promote a nurturing school environment;
- j) Support healthy food services programs;
- k) Promote health physical education, sports policies, and practices;
- l) Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies;
- m) Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee;
- n) Provide health education and counseling and promote health activities and a healthy environment for school staff;
- o) Be available to assist the county health department during a public health emergency.

B. The plan shall also outline the steps the nurse(s) will take toward meeting degree and certification requirements, if not already certified, no later than the date of completion of three years employment as a school nurse in North Carolina.

3. Submit a mid-year review of progress toward achieving goals in the annual plan, scheduled by January 31 (if hired at start of school year) or by a date to be determined with DPH regional school nurse consultant, if hired at a date different from start of school year.
4. Submit an annual report that addresses the overall progress toward meeting the work plan outcomes, related, but not limited to, the health service areas listed above. Any information regarding strengths, challenges and the accomplishments of the position will also be reviewed. The report form for the annual report will be provided to the contractor in September of each school year. The report is due no later than a week after the end of the school year; prior to resignation if not working the full school year; or upon a date to be determined with the DPH regional school nurse consultant.

**As a result of this contract, the following outputs shall be attained:**

- 5 nationally certified school nurse(s) or registered nurse(s) to work full time to service 8,586 students.
- An annual Work Plan to provide basic health services.

### **III. Performance Measures/Reporting Requirements:**

#### **The School shall:**

1. Submit to the Contract Administrator within 30 days a recruitment plan for any position that is vacant at the time this contract is executed.
2. Notify the Contract Administrator in the Division of Public Health within four (4) working days after initial hire or replacement hire for this position, on a form that is supplied by the Contract Administrator upon execution of the contract or agreement addendum. This notification must include all items listed on the form, including information about nursing education and certification.
3. Notify the Contract Administrator within four (4) working days in the event that the position becomes vacant, on a form supplied by the Division. The plan must include the procedure to recruit for this position.
4. Assure that registered nurse hired into this position is duly registered by the North Carolina Board of Nursing and fully permitted to practice in the State of North Carolina.
5. Submit an annual report as outlined above, on a form supplied by the Division, by the specified date.
6. Provide data to the Local Education Agency for inclusion in the North Carolina Annual Survey of Public School Health Services. The data must be provided to the LEA in time for its submission of the report to the Regional School Nurse Consultant prior to the conclusion of the academic year.
7. Assure that the newly hired School Nurse Funding Initiative school nurse will be provided with paid time and reimbursement of costs associated with attendance or participation in continuing education, at the same level of cost reimbursement provided to other professional school employees. Assure that up to \$750 will be budgeted for participation in other professional development workshop(s) or conference(s), if funds are available. The school nurse must participate in School Nursing: Roles and Responsibilities, an Orientation Workshop, unless previously attended. If funds are available and if the nurse has previously attended that workshop, assure that the school nurse will be allowed to participated in a School Nurse Certification review course; Pediatric Physical Assessment for School Nurses Workshop, School Nurse Role in Emergency Care Workshop, and/or The Annual School Nurse Conference.
8. Collaborate with the School Nurse Consultant on DPH initiatives in an effort to help implement these at the local level (e.g., school nurse case management project, immunization initiatives, etc.)
9. Assure that school nurse(s) employed through this contract will be supported at the same level as other school nurse(s) in the LEA, providing

adequate space, computer equipment, supplies, in-district travel expenses, etc.

10. For any school nurse who is not certified at the time of hire, submit a plan that would result in certification, including timelines for achieving education and certification goals. The plan should be submitted to the regional school nurse consultant within 30 days of hire. This plan must be updated at least twice annually until the nurse is certified.
11. Assure that the LEA/LHD Memorandum of Agreement that exists between all health districts and local education agencies clearly states that emergency/disaster service by SNFI nurses is an allowable use of their time.
12. Assure that the priority of the allocation during a full year will support salary and fringe for the school nurse(s). However, where the allocation exceeds the amount needed to fully fund the school nurse(s) salary and fringe, lapsed salary and fringe may be used to support training as described above in number 7.  
**Note: No other expenditures are allowable using this allocation.**
13. Assure that if salaries and fringe exceed the state allocation, local funds will be used. If more than one position is allocated, state funds provided for the positions can be combined. This will allow use of more than \$50,000 (annual allocation per position) for a position if education and experience qualifies one nurse for more than \$50,000 and another for less than \$50,000.
14. Provide accurate contact information and timely notification of changes in contact information of key contacts, including school nurse supervisor, SNFI school nurse, contract program administrator, and contract fiscal officer.
15. Provide advance notification to the regional school nurse consultant should a change in local school nurse position number or assignment be expected to affect the level of student service provided by the SNFI nurse.
16. If SNFI funds are sub-contracted, provide a copy of the sub-contract and attachments to the NC Division of Public Health upon execution.

**The short-term and/or interim outcomes of this contract are:**

- A. Reduce the nurse to student ration in Sampson County Schools from 1/2744 approximately to 1/1029 approximately.
- B. Improve access to basic health services for 100% of students served.

**IV. Performance Monitoring and Quality Assurance:**

- A. **The School shall adhere to the following service quality measures for this contract:**
  1. Service is provided by a nationally certified school nurse. If the nurse hired with these funds is not nationally certified, service is provided by a

registered nurse working towards certification. This requirement shall be completed no later than the date of completion of three years of employment as a school nurse in North Carolina.

2. Services are provided in accordance with standards established by the NC Nurse Practice Act and the NC Board of Nursing.
3. Services are provided in a culturally sensitive manner.

**B. This contract will be monitored according to the following plan:**

1. Contract Administrator and central office program staff will review budgets and expenditures to assure that funds are spent according to agreed upon budgets.
2. Contract Administrator will monitor vacancies, recruitment and hiring.
3. Program staff will maintain regular contact (email, phone, on-site) with the Contractor to review progress on contract deliverables.
4. Upon completion of the annual work plan regional school nurse consultants will review assurance of deliverables as outlined in this contract. At midyear, and more often if necessary, regional school nurse consultants will review progress on contract deliverables and provide a sub-recipient monitoring report to the Contract Administrator. The report will demonstrate assurance that program goals are being addressed and that all deliverables are on target to be met. If the report indicates failure to adhere to deliverables in this contract, the contractor will work with the regional consultant and the Contract Administrator to develop a corrective action plan. If the corrective action plan does not meet contract requirements, the Division may take action resulting in cessation of funding.
5. Results of monitoring activities will be provided to the DHHS Program Monitoring System.

**V. Funding Guidelines or Restrictions:**

The School shall only use funds for salary, fringe and to support continuing education and required school nurse training.

The School shall assure that these funds will not supplant existing funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.

If the SNFI nurse is hired by the local Health Department for 12 months, funds in the amount of 1/12 of the annual allocation shall be drawn down each month to support the SNFI nurse salary, fringe, and continuing education. If SNFI funds are contracted with other employers (LEA, hospital) the draw down may be no more than is billed monthly by the School without prior approval of the DPH contract administrator.

**Attachment III**  
**BUDGET**  
SNFI Contract Budget

**I. SALARIES**

<b>Position Title</b>	<b>Name*</b>	<b>Annual Salary</b>	<b>Type Position</b>	<b>Amount Paid by Local Agency</b>	<b>Amount Paid by State Contract</b>
1. Nurse 1	Name Beverly Bradshaw	\$ 55,000	D 12-month D 11-month D 10-month		\$ 55,000
2. Nurse 2	Name Nancy Fryar	\$ 48,000	D 12-month D 11-month D 10-month		\$ 48,000
3. Nurse 3	Name Cary Booyer	\$ 55,000	D 12-month D 11-month D 10-month		\$ 55,000
4. Nurse4	Name Angela Flowers	\$ 57,200	D 12-month D 11-month D 10-month		\$ 57,200
5. Nurse 5	Name Michelle Williams	\$ 53,900	D 12-month D 11-month D 10-month		\$ 34,800
<b>TOTAL SALARY PAID BY CONTRACT</b>					<b>\$ 250,000</b>

\* List VACANT if position not filled at the time of this report.

## II. FRINGE

Position Title	Name*	Type and Rate	Amount Paid by Local Agency	Amount Paid by the State Contract
1. Nurse 1 Beverly Bradshaw	Name	D Retirement Rate: 21.44%	11,792	
		D FICA Rate: 7.65%	4,208	
		D Medical Rate/Amount: \$	6,636	
		D Other: Rate:		
2. Nurse 2 Nancy Fryar	Name	D Retirement Rate: 21.44 %	10,291	
		D FICA Rate: 7.65%	3,672	
		D Medical Rate/Amount: \$	6,636	
		D Other: Rate:		
3. Nurse 3 Cary Booyer	Name	D Retirement Rate : 21.44%	11,792	
		D FICA Rate: 7.65%	4,208	
		D Medical Rate/Amount: \$	6,636	
		D Other: Rate:		
4. Nurse 4 Angela Flowers	Name	D Retirement Rate : 21.44%	12,264	
		D FICA Rate: 7.65%	4,376	
		D Medical Rate/Amount: \$	6,636	
		D Other: Rate:		
5. Nurse 5 Michelle Williams	Name	D Retirement Rate : 21.44%	11,556	
		D FICA Rate: 7.65%	4,123	
		D Medical Rate/Amount: \$	6,636	
		D Other: Rate:		
<b>TOTAL FRINGE PAID BY CONTRACT</b>			<b>\$ 111,462</b>	<b>\$ 0.00</b>

\*Fringe benefit amounts may change due to longevity, etc. that the employee may be eligible for during the school year.

**Justification:** Funds will be used to employ nationally certified school nurse(s) or registered nurse(s) working toward national certification to work full time in schools and enhance the local school district's capacity to provide basic health services to students.

III. Other

<b>STAFF TRAVEL</b>				
In-State		Total miles	Cost per mile	Total Cost
In-state Mileage				\$ -
		Number of nights	Cost per night	Total Cost
In-state Lodging				\$ -
	# of breakfasts	# of lunches	# of dinners	Total Cost (State rate)
State funded Meals, Instate				\$ -
Conference Registration				0.00
TRAINING PAID BY CONTRACT (If no funds available after covering salary and fringe for these positions, leave at 0.00. If funds available, amount is limited to a total of \$750 per position. See Scope of Work for Allowable Costs)				0.00

<b>CONTRACT TOTAL AMOUNT</b>	<b>\$ 250,000</b>
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# SAMPSON COUNTY HEALTH DEPARTMENT

Wanda Robinson  
Health Director

360 County Complex Road, Suite 200  
Clinton, NC 28328



## MEMO

To:

From: Wanda Robinson  
Health Director

Date: July 21, 2020

Subject: Uncollectible Account Balance Write-Off

On July 20, 2020, the Health Advisory Board approve the amount of \$159.00 to be written off of the Health Department's Accounts Receivable System.

We are requesting County Commissioner approval to write off this account in the amount no greater than \$159.00 and remove it from our Accounts Receivable System.

Please see me if you have any questions.

Thank you.

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Board of Commissioners Chair Signature

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Date

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**SAMPSON COUNTY  
BOARD OF COMMISSIONERS**

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ITEM ABSTRACT

ITEM NO.     5    

Meeting Date: August 18, 2020	<input checked="" type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/ Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

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INFORMATION ONLY

*For all Board Information items, please contact the County Manager's Office if you wish to have additional information on any of the following.*

- a. Letter of Commendation from Commissioner Godwin to Clinton City Public Works
- b. Health Advisory Committee Minutes for March 16, 2020 and May 18, 2020
- c. State of the County Health Report 2019



Sampson County Commissioner 5<sup>th</sup> District

Commissioner Thaddeus L. Godwin, Sr.

111 East Lee Street

Clinton, NC 28328

717-371-1066

[tgodwin@sampsonnc.com](mailto:tgodwin@sampsonnc.com)

To the County Commissioners:

I am writing this letter to acknowledge the outstanding Clinton City Water Service. For their extraordinary response for a leak on Sampson Street on Monday 20 July 2020 for preventing damage that could have been a sink hole in the Lawn of Cora Goodman and Ercelle Goodman. My sincere appreciation that was provided from the Water Department Sampson County and Clinton City.

I thank them for their quick response. The four men to recognize are Kawane Smith, Jason Brewer, Daryl Swinson, and Jonathan Mouldon.

A Letter of Commendation for a Job Well Done

Commissioner Thaddeus L. Godwin

# 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: County Commissioner's Agenda Informational Items**

**Date: July 22, 2020**

The attached information items are being submitted for your review. No action is needed. These items were approved by the Health Advisory Committee.

- I. Health Advisory Committee Meeting Minutes:
  - a. March 16, 2020
  - b. May 18, 2020
  
- II. State of the County Health Report 2019  
Sampson County Health Department and the Sampson County Partners for Healthy Carolinians Task Force is pleased to provide the 2019 State of the County Health Report (SOTCH) annual review for the top health concerns determined during the 2019 Community Health Needs Assessment and how Sampson County has taken action to address them. This review includes: a review of major morbidity and mortality data for the county; health concerns; progress made in the past year on the selected priorities; and other changes in Sampson County that affect health concerns. The report address new and emerging issues that affect the county's health status and ways community members can get involved with ongoing efforts.

**Attachments:**

- I. Health Advisory Committee Meeting Minutes: March 16, 2020
- II. Health Advisory Committee Meeting Minutes: May 18, 2020
- III. Sate of the County Health Report 2019

**SCHD Advisory Committee Meeting Minutes  
March 16, 2020**

**Attendance:** Dr. Jeffrey Bell, Dr. Elizabeth Bryan, Robert Butler, Cassie Faircloth, Charlotte Harrell, Yire Hernandez, Jacqueline Howard, Chair, Allie Ray McCullen, Commissioner Harry Parker, Linda Peterson.

**Health & Administration:** Wanda Robinson, Sally DeMay, Tamra Jones, Perry Solice, Erin Ellis, Kelly Parrish, Dr. Timothy Smith.

- I. **Call to Order:**  
Jacqueline Howard, Chair called meeting to order.
  
- II. **Invocation:**  
Commissioner Harry Parker gave invocation.
  
- III. **Approval of Minutes:**
  - a. **January 27, 2020:**  
Motion made by Dr. Elizabeth Bryan to approve minutes with the addition of Commissioner Harry Parker's name in the attendance list. Seconded by Dr. Jeffrey Bell. All in favor. Motion carried.
  
  - b. **January 21, 2020-Dangerous Dog Minutes:**  
Motion to accept minutes as written made by Robert Butler; seconded by Linda Peterson. All in favor. Motion carried.
  
- IV. **Welcome to Dr. Timothy Smith:**  
Jacqueline Howard welcomed Dr. Timothy Smith. Wanda Robinson introduced Dr. Timothy Smith as the new Medical Director for Sampson County Health Department. Dr. Smith came on board in November of last year. Wanda had the members present to introduce themselves. Dr. Smith introduced himself to the committee.
  
- V. **Policies & Procedures Review:**
  - a. **Advisory Committee Operating Policy:**
  - b. **Advisory Committee Conflict of Interest Policy:**  
Both policies were discussed at the last meeting and were approved by committee. Policies have been approved by the County Commissioners. Signature sheets passed around for Committee members to sign.
  - c. **Information Security Policy:**  
Sally DeMay briefly reviewed the changes made to the policy. Most changes were minor changes of names of staff or position changes. Removed some encryption certificate sections that we do not follow. Changes to Network Access Form with removing IT signature requirement. Change to termination of user log on account to utilize work order process for termination. Monitoring and Reporting was changed to IT Director or Department Head. Updated sections with references to the training, backup plan, Software requirements, virus software name, the disposal of excess equipment and security management. Motion made to approve the Information Security Policy with changes made by Dr. Jeffrey Bell and seconded by Charlotte Harrell. All in favor. Motion carried. Policy will be forwarded to County Commissioners for approval.

**VI. Fiscal Report:**

a. Fees:

Tamra Jones presented LabCorp tests for Hep A, HSV 1/2PCN and Progesterone for approval. Motion made by Linda Peterson to accept the fees, seconded by Dr. Jeffrey Bell. All in favor. Motion carried.

b. Budget:

Tamra Jones reviewed the budget (see attachment) with a change to first line under 2019-2020 listed as \$4,961,120 correct amount should be \$5,030,132. Page one contains comparison of Program costs by Revenue Source for 2020-2021 and 2019-2020. Reduction in revenues with County contribution kept the same not asking for any increase this year. Biggest reduction in the WIC program at \$39,402 which is a significant reduction this year.

Budget Breakdown shows increase in Salary and Fringe benefits of almost \$126,000 over last year. Operating expenses shows decrease due to shifting funds to Salary and Fringe. Tamra spoke of projecting insurance fees, Medicaid and local collections based on what had been taken in through February.

Reviewed the State and Federal Revenue budget increases in Family Planning and Maternal Health and decreases in Communicable Disease, Immunizations, WIC, and Child Health. Tamra noted that Health Promotion and Healthy Carolinians is the same program, name changed need to remove Healthy Carolinians from list. Reviewed the next page of Budget by All Revenue Sources graph (State and Federal, projected local fee and projected Medicaid collections, Insurance fees, Fund Balance and County Contribution).

Reviewed Total Cost by Programs shows by each program the projected cost with majority of cost being salary and fringe. The next page is the graph of cost by programs. The last page is Expenses and shows breakdown by salaries, benefits, contract services, medical supplies, medical services, travel, worker's compensation, supplies for department and lab, utilities, telephone and postage and other. Seventy-three percent of budget is to pay for staff which does not leave much to cover the other expenses.

Wanda Robinson discussed the issues with WIC, one being having to pay for contracted services due to being unable to find a nutritionist. Second being decline in participation with clients which brings a decrease in the Federal money received. Erin Ellis, WIC Director, noticed a decline in participation during a program change from 2% milk to 1% or skim milk as well as a decline when participate reaches age two. Milk changes is a response to childhood obesity, which is an issue in Sampson County.

Wanda discussed requesting to purchase some new cars for environmental health this year. Also discussed goals of recruitment and retention of a nutritionist and to increase WIC participation for the coming year.

Motion to accept budget with change to 2019-2020 Total Dollar Amount of Entire Budget made by Robert Butler, seconded by Dr. Jeffrey Bell. All in favor. Motion carried. Budget will be presented to County Commissioners for

c. Monthly Activity Summary:

Tamra Jones reviewed the Monthly Activity Summary (see attached), activities are down a little, February was a short month. EH activities increased for February. Next page is Medicaid revenues holding steady for projected amounts with some programs lagging a little. Hopes these programs will catch up over the next couple of months. Local revenues most programs are up above projected.

**VII. Health Directors Report:**

Wanda Robinson reported, as of today we have one case of COVID-19 in Sampson County. Wanda reviewed handout from NC DHHS on additional Mitigation Measures (see attached). Measures were released on March 12, 2020. Governor sets the tone, Department of Health and Human Services in Raleigh funnels down to local health departments' guidelines to follow. Mr. Causey has tasked Public Health with taking the lead in this endeavor.

Reviewed the high risk people outlined in the handout. There is not any vaccine or approved treatments. Encourage prevention measures like good hand washing measures, staying home when sick, covering when cough or sneezing. Hopes are to slow down progress with social distancing.

Wanda discussed following recommendations listed:

- a. having clients call providers prior to coming to office if sick for triage purposes and to help protect other clients and staff.
- b. High Risk person without symptoms should stay home to decrease chance of infection.
- c. Congregate Living Facilities-nursing homes, assisted living facilities and correctional facilities asked to restrict visitors
- d. Schools -schools were closed as of today for two weeks and then will revisit
- e. Workplace- County looking at a plan for employees on how to schedule employees and to include possible needs for daycare
- f. Mass Gatherings-recommendation events that draw more than 100 people should cancel, postpone, or modify these events. County meet and postponed or cancelled all events until later in the year.
- g. Mass Transit-looking at our local transportation on ways to protect our citizens transported for dialysis and doctors' offices.

Kelly Parrish reported on steps taken thus far at health department. Have a dedicated phone line set up for COVID-19 manned by a nurse. Started today with curbside testing. Implementing triage questions regarding fever, contact to know COVID-19 cases and travel to be asked at front desk to screen clients to determine routing of clients. Clients that answer yes to the questions will be directed to go back to their cars and drive around to designated areas for further follow up with nursing staff. Nursing staff wear full PPE (personal protective equipment) when testing clients in their car. Currently monitoring several PUI (person under investigation). Trying to educate the public with the correct information to dispel rumors and misinformation.

Ordering more testing kits, approval of using a different media for testing has been granted and started using this media for testing. Testing kits and supplies are an issue due to shortage. Testing is selective currently and specific to those with the symptoms and

negative Flu test. Health Department is working closely with physicians, pharmacies, hospitals, and other local health departments in identifying and testing of suspected cases.

Question from Cassie Faircloth, committee member regarding testing limited to five days a week or would it open to seven days a week. Kelly Parrish responded, issue currently is the limited amount of test kits available, but if need to test during non-working hours were to arise, we have staff on call to perform the testing.

Question from Robert Butler, committee member regarding the allowing of clients into building. Kelly Parrish responded clients are encouraged to call prior to coming into building, clients are asked questioned at front desk to prompt clients to reveal if they have symptoms or traveled. Question regarding what health department's staff wearing for PPE. Kelly responded, staff wears N95 respirator, gown, face shield and gloves.

Question from Linda Peterson, committee member regarding placing a screener at the entrances of building. Kelly Parrish responded discussions are ongoing about screening which would be screening for DSS and Health Department clients. Dr. Timothy spoke of seeing possibility of physician's offices being overwhelmed and need to direct clients to health department for testing.

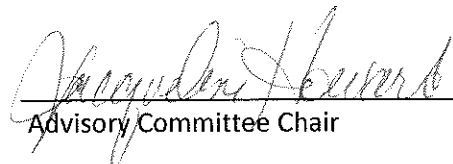
Dr. Timothy Smith spoke of recommendations for handling situation and testing change every day. Referring clients to health department for testing if client's exhibit symptoms. Staying on top of where people are and who they have been in contact with is priority. Dr. Smith discussed in 2018 there were 80,000 deaths from the Flu in the United States. The reason this virus is so important to us, is not for the average person, it is who we give it to; the elderly, the immunosuppressed with a calculated 3.4 times more deadly than the flu we are used to.

Wanda Robinson discussed having issue with receiving phone calls wanting to know information about our case. This information is HIPAA protected and will not be released to the public. Wanda also spoke of not wanting the public to panic. We want the correct information to reach the public.


Questions was asked by Robert Butler, committee member, regarding the Workplace and sick leave granted for those without enough sick time available. Wanda Robinson replied, Nancy Dillman is working on a policy regarding this that will be put into place. County is working on a work from home policy for employees with that capability.

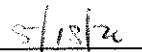
**VIII. Public Comment:**  
No public comment.

**IX. Adjournment:**  
Motion to adjourn made by Linda Peterson, seconded by Dr. Jeffrey Bell. All in favor.  
Motion carried.

  
\_\_\_\_\_  
Advisory Committee Chair

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Date



**SCHD Advisory Committee Minutes  
May 18, 2020**

**Attendance by Conference Call:** Dr. Jeffrey Bell, Dr. Elizabeth Bryan, Robert Butler, Dr. Cynthia Davis, Jacqueline Howard, Allie Ray McCullen, Commissioner Harry Parker and Linda Peterson.

**Not Present:** Cassie Faircloth, Charlotte Harrell and Yire Hernandez.

**Health Department:** Wanda Robinson, Sally DeMay, Tamra Jones, Perry Solice and Kelly Parrish.

**Administration:** Edward Causey and Joel Starling

**I. Call to Order:**

Jacqueline Howard call meeting to order. Meeting conducted via conference call. Attendance called by roll call and documented above.

**II. Invocation:**

Commissioner Harry Parker gave the invocation.

**III. Approval of minutes\***

a. March 16, 2020 minutes:

Motion to accept the March 16, 2020 minutes made by Commissioner Harry Parker, seconded by Robert Butler. Roll Call completed for verbal approval. Motion carried by unanimous vote. Minutes will be submitted to Board of Commissioners for approval.

**IV. COVID-19 Update:**

Kelly Parrish provided update on COVID-19. Kelly reported tested 738 people, this does not include the 493 people that were tested on Saturday, May 16<sup>th</sup>. So far, 257 positives out of the 738 tested. Negative 382 and 99 test pending. Recovered 99 cases and 1 death. Total people tested with Saturday's Mass testing numbers equals 1,231.

**V. Telehealth:**

Wanda Robinson reported looking at Telehealth (visit done through Zoom and EHR) for the health department. Requesting permission to send policy and CPT codes out to this board for a vote. Motion to approve Telehealth and Health Director's request to send policy and CPT codes out to this board for a vote made by Robert Butler; Dr. Elizabeth Bryan. Roll Call completed for verbal approval. Motion carried by unanimous vote. Telehealth request will be submitted to Board of Commissioners for approval.

**VI. Fiscal Report:**

a. \*Fee schedule revised:

Tamra Jones present CPT code 87635 COVID testing. LabCorp charge February to May \$51.31. Price will be increasing in the May billing to \$100.00. Unable to obtain clear guidance as the date the price will increase asking for price change to occur when available from LabCorp. Motion to accept the CPT code COVID testing with price change made by Commissioner Harry Parker, seconded by Linda Peterson. Roll Call completed for verbal approval. Motion carried by unanimous vote. Fee Schedule revision will be submitted to Board of Commissioners for approval.

b. \*COVID-19 Funding:

Tamra Jones presented the additional funding in the amount of \$80,061.00 from Epidemiology/PH Preparedness & Response to aid in handling the COVID-19 Crisis Response (Attached Agreement Addendum). Tamra reported plans to use \$58,061 in Salaries and Fringe; \$5,000 in Departmental Supplies, \$5,000 in Medical Supplies and \$4,000 in Medical Services and \$8,000 in Lab Services. Motion to receive new funding made by Dr. Jeffrey Bell and seconded by Commissioner Harry Parker. Roll Call completed for verbal approval. Motion carried by unanimous vote. COVID-19 Funding will be submitted to County Commissioners for approval.

c. **\*WIC Funding:**

Wanda Robinson reported on WIC Special Funding Opportunity. Requested Funding of \$48,627 to be spent for Contract Nutritionist \$32,000, two Laptops \$1708, two Microsoft Office Professional \$454, seven Desktop Computers \$4,340, and additional time needed for virtual meetings \$10,125. Motion to approve WIC Special Funding Opportunity request made by Robert Butler, seconded by Commissioner Harry Parker. Roll Call completed for verbal approval. Motion carried by unanimous vote. WIC Special Funding will be submitted to County Commissioners for approval.

d. **\*COVID-19 Fill the Gap Response Funding Proposal:**

Wanda Robinson presented the grant that will focus on supporting underserved populations. Request amount of \$150,000. Motion to proceed with COVID-19 Fill the Gap Response Funding Proposal application made by Dr. Jeffrey Bell, seconded by Dr. Elizabeth Bryan. Roll call completed for verbal approval. Motion carried by unanimous vote. COVID-19 Fill the Gap Response Funding Proposal will be submitted to Board of Commissioners for approval.

e. **\*Write Off \$200.09:**

Tamra Jones requested permission to write off a patient balance of \$200.09. Motion to approve patient balance write off made by Allie Ray McCullen, seconded by Commissioner Harry Parker. Roll Call completed for verbal approval. Motion carried by unanimous vote. Write off will be submitted to Board of Commissioners for approval.

f. **Monthly Activity Summary:**

Tamra Jones reviewed the attachment of the Monthly Revenue Summary. Revenues down due to clinics being cut for working with COVID-19 crisis. Activity Summary reviewed, activities staying steady with WIC numbers going up and Sewage Site Permits and Well Permits numbers are up. Immunizations numbers are down, with focus on Maternal Health, Family Planning and STD visits.

**VII. Health Directors Report:**


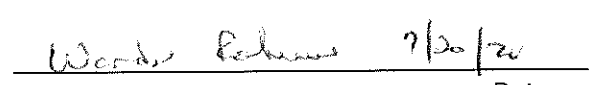
Wanda Robinson reporting very busy with the 257 positive COVID cases. We are doing more testing and looking at our contact tracing with 257 positive cases and their close contacts gives us over 500 people being contacted during the course of the workday. Governor has provided extra money to public health to hire 250 Contact Tracers. We have been assured that Sampson County will get three of these Contact Tracers by the end of the month.

Wanda thanked her staff along with Emergency Management and Goshen Medical for jumping in on Saturday, May 16<sup>th</sup> and testing 493 people. Testing went very well and plan to hold another driver through mass testing event.

Discussion on next meeting, possibly using Zoom platform or to continue with using the Conference Call platform. Joel Starling remarked, the new state law operating under at this time that allows for remote meetings, only applies during a governor declared State of Emergency. Meeting format will be decided closer to time of next meeting to determine if still under State of Emergency.

**VIII. Public Comment:**  
No public comment.

**IX. Adjournment:**  
Motion to adjourn Advisory Committee meeting made by Robert Butler, seconded by Commissioner Harry Parker. All in favor by verbal vote. Motion carried.

	
Advisory Committee Chair	Secretary
7/20/20	7/20/20
Date	Date

# Sampson County Health Department

## State of the County Health Report 2019



360 County Complex Rd., Suite 200  
Clinton, NC 28328  
(910) 592-1131  
[www.sampsonnc.com](http://www.sampsonnc.com)

## Introduction

Sampson County Health Department and the Sampson County Partners for Healthy Carolinians Task Force are pleased to provide the 2019 State of the County Health Report (SOTCH) annual review for the top health concerns determined during the 2019 Community Health Needs Assessment (CHNA) and how Sampson County has taken action to address them. The 2019 SOTCH includes: a review of major morbidity and mortality data for the county; health concerns; progress made in the past year on the selected priorities; and other changes in Sampson County that affect health concerns. The report addresses new and emerging issues that affect the county's health status and ways community members can get involved with ongoing efforts.

For more information about the State of the County Health Report, contact Sampson County Health Department at (910) 592-1131 or log on to the health department's website at [www.sampsonnc.com](http://www.sampsonnc.com).

Sampson County Health Department (SCHD) was first established in 1911. Since 1911, the health department has continued to provide services that are essential to the public's health. Public health is a "quiet miracle" with a contribution to the quality of life that cannot be estimated. Public health is uniquely responsible for bringing the benefits of prevention to Sampson County citizens.

The Sampson County Partners for Healthy Carolinians Task Force (SCPFHC) is a non-profit organization that was established in 2000. The task force is a public-private partnership that represents public health, hospitals, health and human service agencies, civic groups, churches, schools, businesses, community members and leaders. For more information on the task force, visit [www.scpfhc.org](http://www.scpfhc.org).



## County Profile At-A-Glance

### Demographics

<b>Sampson County Demographic Estimates</b>		
<b>Sex</b>	<b>Estimate</b>	<b>Percent</b>
Male	31,251	49.1%
Female	32,413	50.9%
<b>Race</b>	<b>Estimate</b>	<b>Percent</b>
White	40,472	63.6%
Black or African American	16,118	25.3%
American Indian or Alaska Native	1,184	1.9%
Asian	343	0.5%
Native Hawaiian or Other Pacific Islander	16	0%
<b>Ethnicity</b>	<b>Estimate</b>	<b>Percent</b>
Hispanic or Latino (any race)	12,013	18.9%
Non-Hispanic or Latino	51,651	81.1%
<b>Total Population</b>		<b>63,664</b>

Source: US Census Bureau, 2017

### Economics

<b>Sampson County Economic Characteristics</b>		
<b>Employment Status</b>	<b>Estimate</b>	<b>Percent</b>
Unemployment Rate	(X)	9.5%
<b>Income and Benefits</b>	<b>Estimate</b>	<b>Percent</b>
Median Household Income	37,765	(X)
Median Family Income	46,384	(X)
<b>Health Insurance Coverage</b>	<b>Estimate</b>	<b>Percent</b>
With Health Insurance Coverage	52,004	82.5%
No Health Insurance Coverage	11,036	17.5%
<b>Below Poverty Level</b>	<b>Estimate</b>	<b>Percent</b>
All Families	(X)	17.8%
All People	(X)	24.3%
Under 18 years	(X)	35.9%

Technical Note: X = not applicable or not available.

Source: US Census Bureau, 2017

# Leading Causes of Death

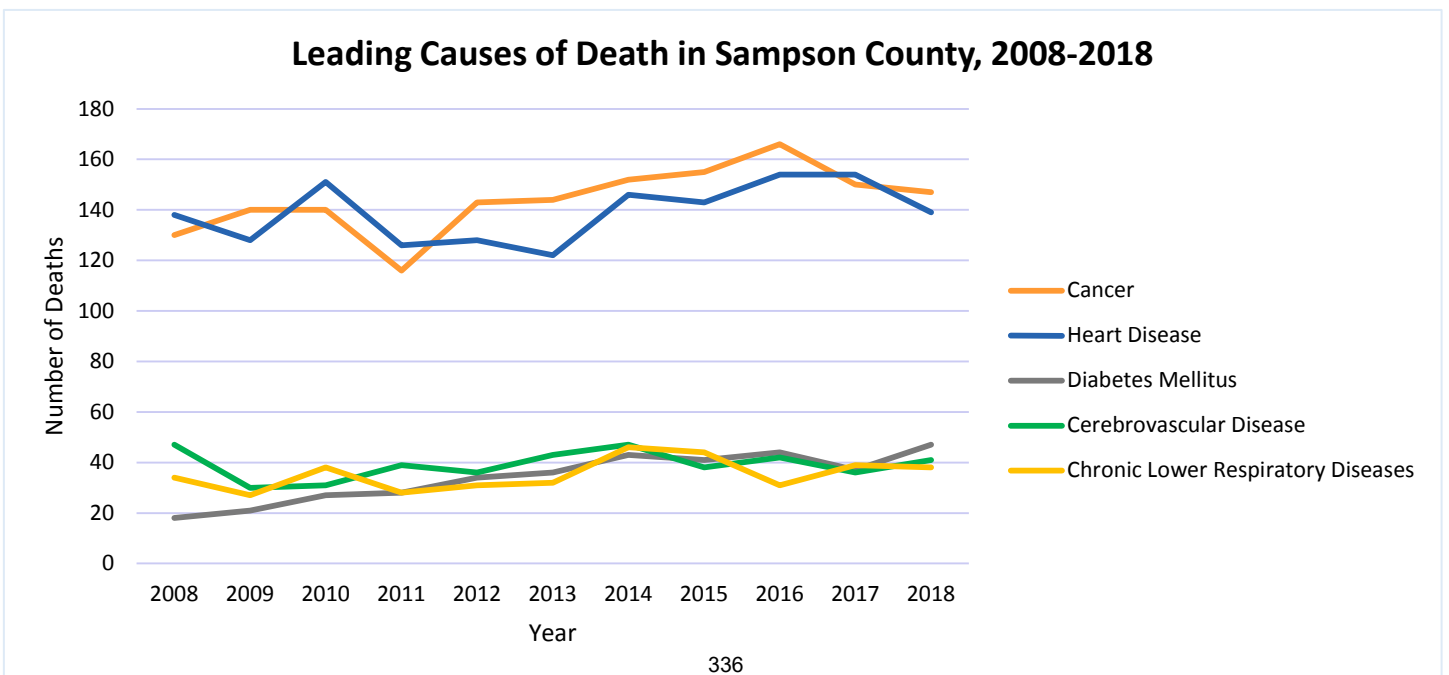
Source: NC State Center for Health Statistics

Sampson County, All Ages 2014-2018		
Rank	Cause of Death	Rate
1	Cancer	188.1
2	Heart Disease	183.5
3	Diabetes Mellitus	52.7
4	Cerebrovascular Diseases	51.4
5	Chronic Lower Respiratory	49.6
6	Other Unintentional Injuries	46.8
7	Alzheimer's Disease	26.9
8	Motor Vehicle Injuries	29.6
9	Nephritis, Nephrotic Syndrome, & Nephrosis	18.0
10	Pneumonia & Influenza	17.3

North Carolina, All Ages 2014-2018		
Rank	Cause of Death	Rate
1	Cancer	161.3
2	Heart Disease	158.0
3	Chronic Lower Respiratory	44.7
4	Cerebrovascular Diseases	43.0
5	Alzheimer's Disease	35.7
6	Other Unintentional Injuries	37.0
7	Diabetes Mellitus	23.7
8	Pneumonia & Influenza	17.4
9	Nephritis, Nephrotic Syndrome, & Nephrosis	16.4
10	Motor Vehicle Injuries	14.5

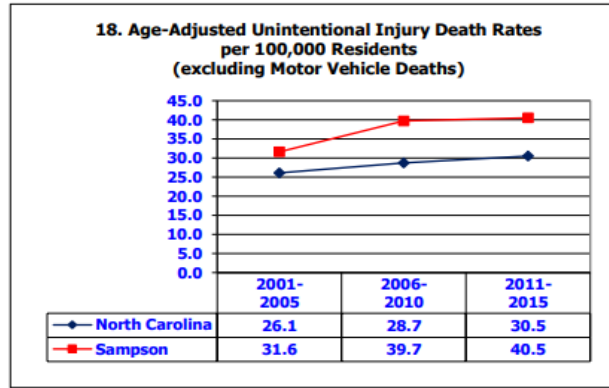
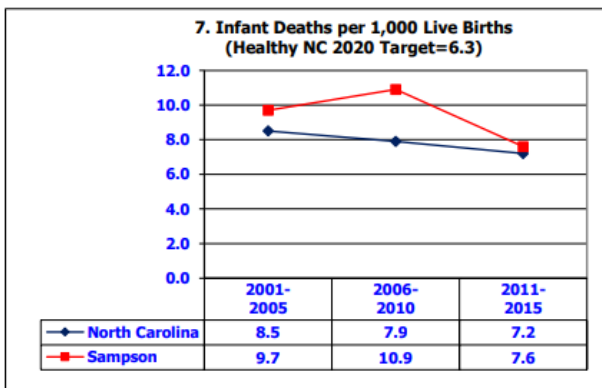
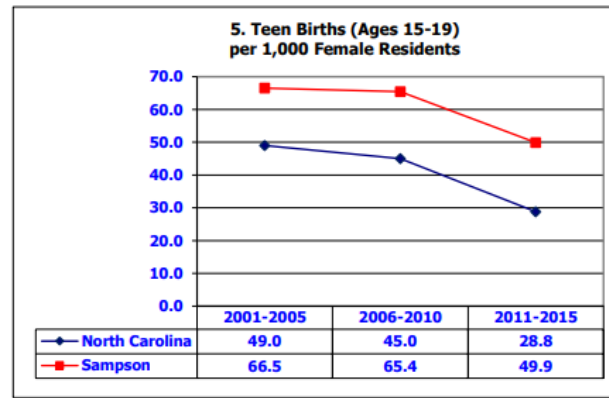
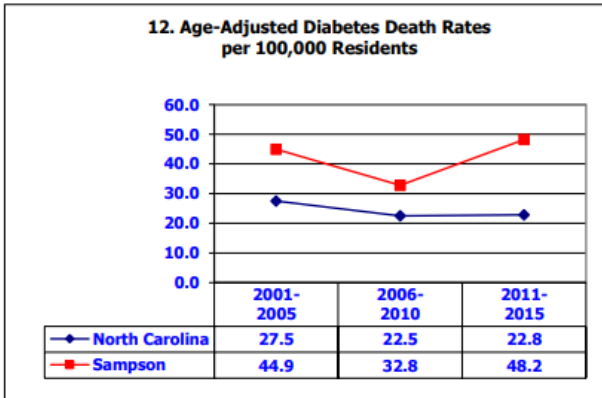
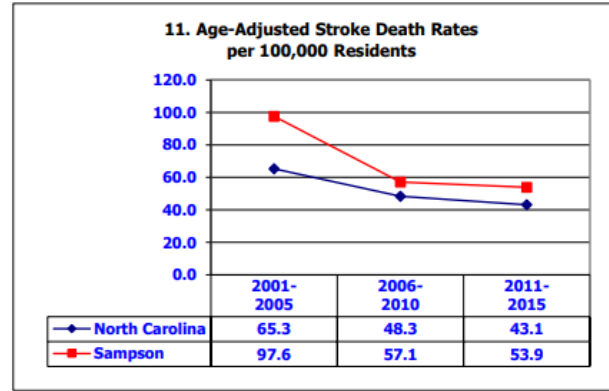
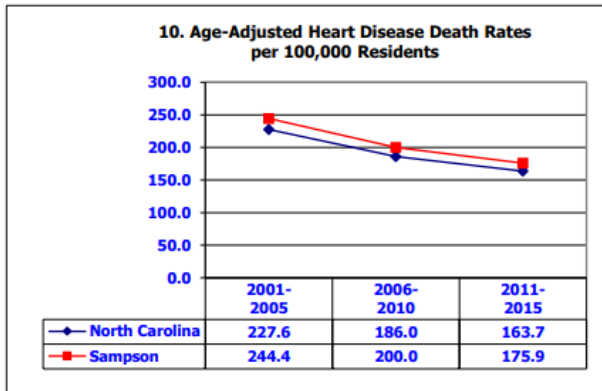
Of the 3,511 deaths that occurred in Sampson County during the five-year period 2014-2018, 48.9% were caused by cancer, heart disease and diabetes mellitus.

The chart below provides trend data for the years 2008-2018 on the leading causes of death in Sampson County.



# Health Indicators

## Trends in Key Health Indicators



As the graphs above indicate, for three of the major chronic diseases (heart disease, stroke, and diabetes) in Sampson County, death rates are higher when compared to the state.

Additionally, the death rates of teen birth, infant deaths, and unintentional injury (including poisoning) are higher when compared to the state.



## Health Priorities

The Community Health Needs Assessment is a process of collecting and disseminating data to allow community members to gain an understanding of health, health concerns, and health care systems of the community. CHNA Team members identify, collect, analyze and disseminate information on community assets, resources, strengths and needs. As a result of the 2019 Community Health Needs Assessment (CHNA) data, members of the SCPFHC served as the CHNA Team and selected **Substance Abuse** and **Diabetes** as the top two health priorities.

### **Substance Abuse**

Costs associated with abuse of tobacco, alcohol, and illicit drugs are extensive to our nation and Sampson County in terms of crime, lost work productivity, and health care (*National Institute on Drug Abuse*). With the increase of opioid-related overdose deaths, the opioid epidemic has impacted communities both nationally and locally. North Carolina and Sampson County are working to combat this epidemic and other substance use with prevention, treatment, and community support (*North Carolina Department of Health and Human Services*).

### **High Profile Chronic Diseases (Diabetes)**

Six in ten adults in the United States have a chronic disease. Chronic diseases such as heart disease, cancer, and diabetes are the leading causes of death in the U.S. and in Sampson County. Lifestyle risks for chronic disease include tobacco use, poor nutrition, lack of physical activity, and excessive alcohol use (*National Centers for Chronic Disease Prevention and Health Promotion*).

## Substance Abuse

The tables below illustrate the following: (1) Sampson County's percentage of adult smoking is higher for Sampson County than for North Carolina while the percentages of excessive drinking, alcohol impaired driving deaths and number of drug overdose deaths is slightly lower in Sampson County than North Carolina; (2) the percentage of NC high school students that drank alcohol, smoke cigarettes, or used electronic vapor products decreased in 2017; and (3) Sampson County's number of medication/drug and heroin overdoses decreased from 2018 to 2019 while the number of opioid overdoses increased.

### 2019 Health Behaviors

	Sampson County	North Carolina
Adult Smoking	21%	18%
Excessive Drinking	14%	17%
Alcohol Impaired Driving Deaths	27%	30%
Drug Overdose Deaths (number)	17	19

Source: County Health Rankings & Roadmaps, 2019

### NC Youth Risk Behavior Survey: High School Students

	2017	2015
Drank alcohol daily	26.5%	29.2%
Smoked cigarettes daily	1.6%	3.1%
Used electronic vapor products daily	3.0%	3.3%

Source: Centers for Disease Control & Prevention, High School Youth Risk Behavior Surveillance System (YRBSS)

### Emergency Department Overdose Surveillance: Sampson County

	2019	2018	2017
Medication/Drug	191	203	198
Opioid	28	22	22
Heroin	13	16	13

Source: NC DETECT, 2019

### Health Priority Progress in 2019: Substance Abuse

**Healthy NC 2030 Health Indicator Result:** Decrease Drug Overdose Deaths (per 100,000 population)

- Clinton Police Department (CPD), in conjunction with Safe Kids North Carolina, conducted an Operation Medicine Drop event at Clinton Drug Company on October 26<sup>th</sup> collecting 60 pounds of medication. CPD houses the only permanent drop box within the county. During November and December, 125 pounds of medication were collected and destroyed.
- Eastpointe sponsored or assisted with the following activities:
  - Sampson Community College Job Fair providing educational information related to substance abuse, mental health and Sampson County Substance Abuse Coalition (SCSAC).
  - Latino Town Hall Meeting at Sunset Avenue School targeting middle and high school students and the Latino community. Provided information related to substance abuse, mental health, and SCSAC.
  - Sponsored an Opiates & Methamphetamine Exposure Training at Sampson Community College with 55 attendees.
  - Sponsored the Eastern NC Conference at Sampson Community College with break-out sessions on Substance Use/Opioids with 100 attendees.
- Sampson County Substance Abuse Coalition (SCSAC) provided educational information regarding substance abuse and mental health to approximately 275 participants at the 32<sup>nd</sup> Annual Clinton Square Fair.

### Health Priority Progress in 2019: Substance Abuse

#### Healthy NC 2030 Health Indicator Result: Decrease Tobacco Use

- The Region 8 Tobacco Control Manager conducted or assisted with the following activities:
  - Sampson County Partners for Healthy Carolinians' meetings to provide tobacco and vaping related updates.
  - Provided tobacco and vaping educational materials to Coharie Tribal Center.
  - Met with Newton Grove Town Clerk regarding a Tobacco Free Policy.
  - Conducted a Red Ribbon Presentation at Sampson Middle School regarding the dangers of vaping to 36 parents and students.
  - Distributed Catch My Breath and tobacco-free materials to English as a Second Language (ESL) Parent Liaison for Clinton City Schools. Also met with staff to plan for a Train-the-Trainer in April 2020.
  - Latino Town Hall Meeting at Sunset Avenue School targeting middle and high school students and the Latino community. Provided information, CO testing and promotional materials to 80 youth and parents.
  - Conducted a Vaping Presentation for the Sampson County Health Advisory Committee with 18 attendees.
  - Attended the Great American Smoke-Out event at Sampson Community College and provided tobacco and vaping materials to 40 students.
- Sampson County Health Department implemented a Truth Initiative® media and messaging campaign to prevent the use of all tobacco products by young people on Facebook during the month of October reaching 1,361 people. Of those reached, 804 (59%) were between the ages of 13 – 24.

## High Profile Chronic Diseases (Diabetes)

The tables below illustrate the following: (1) The percentages of health behaviors that are risk factors for chronic diseases such as diabetes are higher for Sampson County than for North Carolina; (2) the percentage of adults age 20+ diagnosed with diabetes has been higher for Sampson County than for North Carolina from 2015-2019; and (3) the age-adjusted death rate due to diabetes has increased in Sampson County and is higher than for North Carolina.

### 2019 Health Behaviors

	Sampson County	North Carolina
Adult Obesity	32%	30%
Physical Inactivity	29%	23%
Access to Exercise Opportunities	48%	73%

Source: County Health Rankings & Roadmaps, 2019

### Percentage of Adults age 20+ with Diagnosed Diabetes

	2019	2018	2017	2016	2015
Sampson County	13%	15%	14%	14%	12%
North Carolina	9%	8%	8%	9%	8%

Source: County Rankings & Roadmaps, 2019

### Age-Adjusted Death Rate due to Diabetes

(per 100,000 population)

	2014-2018	2012-2016
Sampson County	52.7	51.5
North Carolina	23.7	23.0

Source: NC State Center for Health Statistics

## **Health Priority Progress in 2019: High Profile Chronic Diseases (Diabetes)**

### **Healthy NC 2030 Indicator Results:** Increase Life Expectancy

- Sampson County Health Department's Diabetes Self-Management Education and Support (DSMES) Program is supported by DiabetesSmart, a statewide umbrella program, and is recognized by the American Diabetes Association (ADA) as a provider of DSMES services. The program focuses on self-management behaviors such as healthy eating, physical activity, and monitoring blood sugar and is designed to improved health outcomes and quality of life for people with diabetes. The program consists of an initial assessment, individual or group classes, and a three month follow-up assessment. From October – December, there were a total of 17 diabetics that participated in the program including 3 (17.6%) participants that completed the program. Of those that completed the program, two participants had a lower A1C and one participant had a lower Body Mass Index (BMI).
- Journey to Health is a free 8-week class offered by Sampson Regional Medical Center (SRMC). The goal of the class is to change basic behaviors to create a healthier lifestyle. There were a total of 9 participants from October – December. Five of the nine (55%) participants lost weight with an average weight loss of 3.28 pounds. SRMC no longer measures blood pressure.
- SRMC holds monthly meetings for Sugar Buddies, a diabetes support group. Programs include physician guest speakers, chair yoga instruction, annual foot checks and blood pressure checks done on a regular basis. Other topics include: counting carbs, knowing your medicines and your pharmacist, goal-setting, and food is medicine. There were a total of 28 participants from October – December.

## Initiatives / Issues

### New Initiatives

- The Sampson County Breast and Cervical Cancer Control Program (BCCCP) Advisory Board will apply for the 2020 United Way of Sampson County funding application for cancer prevention and awareness.
- Sampson County's 6<sup>th</sup> Annual Teen Health Fair.

### Emerging Issues

- Medicaid transformation.
- Opioid Epidemic.
- COVID-19 Pandemic.

### Volunteers Are Welcome

You can help Sampson County Partners for Healthy Carolinians and Sampson County Health Department address these health concerns and issues in your community! Call 910-592-1131 or attend the next Healthy Carolinians meeting at The Center for Health + Wellness, 417 E. Johnson St., Clinton, NC at 1:30 pm every 3<sup>rd</sup> Tuesday of the month.

### Dissemination of SOTCH Report

- Sampson County Health Advisory Committee
- Sampson County Board of Commissioners
- Sampson County Partners for Healthy Carolinians
- Sampson County Health Department

This report will also be available to the public at [www.scpfhc.org](http://www.scpfhc.org), [www.sampsonnc.com](http://www.sampsonnc.com), and upon request at the Sampson County Health Department (910) 592-1131.