

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

REGULAR MEETING
OF THE
LEE COUNTY BOARD OF COMMISSIONERS
106 HILLCREST DRIVE
SANFORD, NORTH CAROLINA 27330

April 3, 2017
6:00 P.M.

A G E N D A

CALL TO ORDER – Amy Dalrymple, Chair

INVOCATION – Commissioner Oldham

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

II. APPROVAL OF CONSENT AGENDA (All items listed below are routine and will be approved by one motion. No separate discussion will be held except by a request of a member of the Board. Any item removed from the Consent Agenda will be considered individually as a part of the regular agenda).

- A. Minutes from the March 20, 2017 Regular Meeting. (Pages 1-27)
- B. Tax Releases and Refunds for February 2017. (Pages 28-33)
- C. Amendment #8 to the Health Services Agreement with Southern Health Partners for Inmate Medical Care. (Pages 34-38)
- D. Request to approve amended Physician Solutions Contract. (Pages 39-41)

III. PUBLIC COMMENTS

IV. OLD BUSINESS

- A. Request to approve Memorandum of Understanding between Lee County and the City of Sanford regarding transfer of property and improvements to Kiwanis Family Park. – Whitney Parrish (Pages 42-49)
- B. Request to approve upgrades at OT Sloan Pool. – John Crumpton (Pages 50-53)
- C. Request to approve contract with McGill Associates for engineering and other services for the Colon/Osgood Water Project. – John Crumpton (Pages 54-64)

V. NEW BUSINESS

- A. Request to approve FY 17-18 State Consolidated Agreement. – Heath Cain (Pages 65-100)
- B. Lee County Health Insurance Plan. – Joyce McGehee (Pages 101-103)
- C. Budget Amendment #04/03/17/13. – Lisa Minter (Pages 104-105)
- D. Request to approve amendment to the inspections agreement between Lee County and the City of Sanford. – Whitney Parrish (Pages 106-111)
- E. Appointments to the Lee County Transportation Committee and Rural Transportation Advisory Committee. – Amy Dalrymple (Pages 112-113)

VI. MANAGERS' COMMENTS

VII. CLOSED SESSION

- A. Closed session to consult with County Attorney in order to preserve the attorney-client privilege per North Carolina General Statute § 143-318.11(a)(3).

VIII. COMMISSIONERS' COMMENTS

ADJOURN

LEE COUNTY

NORTH CAROLINA

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LEE COUNTY BOARD OF COMMISSIONERS

<u>ITEM ABSTRACT</u>	<u>ITEM NO.</u> II. A.
Meeting Date: April 3, 2017	<input type="checkbox"/> Information <input type="checkbox"/> Action Item <input checked="" type="checkbox"/> Consent Agenda

SUBJECT: Minutes from the March 20, 2017 Regular Meeting

DEPARTMENT: Governing Body

CONTACT PERSON: Jennifer Gamble, Clerk to the Board

REQUEST: Approve Minutes from the March 20, 2017 Meeting

SUMMARY: A "draft" copy of the Minutes from the March 20, 2017 regular meeting has been prepared for approval. Once approved, Minutes will be recorded at the Lee County Register of Deeds' Office.

BUDGET IMPACT: N/A

ATTACHMENT(S): "Draft" copy of the March 20, 2017 Minutes

PUBLIC HEARING: No

PRIOR BOARD ACTION: N/A

RECOMMENDATION: Approve Minutes as presented

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REGULAR MEETING
OF THE
LEE COUNTY BOARD OF COMMISSIONERS
106 HILLCREST DRIVE
SANFORD, NORTH CAROLINA 27330

MARCH 20, 2017

The regular meeting of the Board of Commissioners for the County of Lee, State of North Carolina, convened at 6:00 P.M. in the Commissioners Room, First Floor, Lee County Government Center, 106 Hillcrest Drive, Sanford, North Carolina, on said date. Commissioners present when the meeting was called to order were Amy M. Dalrymple, Kevin C. Dodson, Dr. Andre Knecht, Larry "Doc" Oldham, Robert T. Reives, Cameron W. Sharpe, and Timothy S. Sloan.

Chair Dalrymple called the meeting to order and the following business was transacted:

Commissioner Knecht delivered the invocation.

The Pledge of Allegiance was recited.

The Board considered changes/additions to the Agenda. With no changes made, Commissioner Oldham moved to approve the *Agenda* as presented. Upon a vote, the results were as follows:

Aye: Dalrymple, Dodson, Knecht, Oldham, Reives, Sharpe, Sloan
Nay: None

The Chair ruled the motion had been adopted unanimously.

Commissioner Sharpe moved to approve the *Consent Agenda* which consisted of the following items:

- Minutes from the February 20, 2017 Regular Meeting
- Minutes from the March 6, 2017 Regular Meeting
- Request to accept grant and approve contract for FY 2017 Seniors Health Insurance Information (SHIIP) Outreach Grant.

- Request to approve FY 2017 Seniors Health Insurance Information (SHIIP) Grant Application for additional grant funding.

Upon vote, the results were as follows:

Aye: Dalrymple, Dodson, Knecht, Oldham, Reives, Sharpe, Sloan
Nay: None

The Chair ruled the motion had been adopted unanimously.

Pursuant to General Statute § 152A-52.1, Chair Dalrymple opened the floor for *Public Comments*. The following signed up to speak and were permitted 3 minutes for comments:

1. Linda Rhodes, 602 N. Vance Street, Sanford, NC (Andre Knecht)

The Board next considered a an offer to purchase surplus property located on Osgood Road, PIN number 9665-16-1354-00, in Lee County North Carolina. County Attorney Whitney Parrish stated that Lee County has acquired the property by Sheriff's Deed in 1996. The total amount of fees and taxes owed on the property is \$484.53, and the taxable value is \$3,700.00. Laneice Smith submitted an offer to purchase the property for \$484.53. She has paid the requisite deposit and advertising costs. A resolution authorizing the sale, deed of Sheriff's sale, property tax card, offer letter, and parcel map have been included in the agenda for reference. Following the Board's approval, an advertisement for upset bids will be placed in the local paper for ten (10) consecutive days. The terms of the sale are that the buyer will pay with cash, money order or a cashier's check and the property will be sold through quitclaim deed. Commissioner Sharpe moved to approve the Resolution Authorizing the Sale of the property located on Osgood Road in the amount of \$484.53, a copy of which is attached to these Minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple Dodson, Knecht, Oldham, Reives, Sloan, Sharpe
Nay: None

The Chair ruled the motion had been adopted unanimously.

The Board next considered a an offer to purchase surplus property located on Osgood Road, PIN number 9665-16-1468-00, in Lee County North Carolina. County Attorney Whitney Parrish stated that Lee County acquired the property by Sheriff's Deed in 1993. The total amount of fees and taxes owed on the property is \$567.30, and the taxable value is \$3,500.00. Laneice Smith submitted an offer to purchase the property described above and on the attached documents for \$567.30. She has paid the requisite deposit and advertising costs. Following the Board's approval, an advertisement for upset bids will be placed in the local paper for ten (10) consecutive days. The terms of the sale are that the buyer will pay with cash, money order or a cashier's check and the property will be sold through quitclaim deed. The terms will allow the Chair and County Attorney to issue closing documents and proceed with the sale. Commissioner Sharpe moved to approve

the Resolution Authorizing the Sale of the property located on Osgood Road in the amount of \$567.30, a copy of which is attached to these Minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple Dodson, Knecht, Oldham, Reives, Sloan, Sharpe
Nay: None

The Chair ruled the motion had been adopted unanimously.

The Board next considered approving a request and Memorandum of Understanding to relocate the Sanford Farmers Market Saturday market to the McSwain Center. County Extension Director Bill Stone stated that the Sanford Farmers Market Board has requested to relocate their Saturday market to the Ernest and Ruby McSwain Extension Education and Agriculture Center from April – October. We are requesting that the board grant approval to the Sanford Farmers Market to relocate to the McSwain Center under the guidelines outlined in the submitted Memorandum of Understanding. N.C. Cooperative Extension is supportive of the Farmers Market proposed relocation to the McSwain Center. This move may increase the market's visibility, patronage, the possibility of expansion and could have an overall positive impact for local growers and agri-business. A Memorandum of Understanding has been included with this request between the County of Lee and the Sanford Farmers Market for the Board of Commissioners approval. Commissioner Oldham moved to approve the Memorandum of Understanding to relocate the Sanford Farmers Market Saturday market to the McSwain Center. Upon a vote, the results were as follows:

Aye: Dalrymple, Dodson, Knecht, Oldham, Reives, Sloan, Sharpe
Nay: None

The Chair ruled the motion had been adopted unanimously.

Next on the Agenda, the Lee County Sheriff's Department requested the Board's approval and authorization of the purchase of a MorphoTrak LiveScan Station for fingerprinting. Captain Jeff Johnson stated that the purchase of the MorphoTrak LiveScan Station is to replace an existing machine that has reached its lifespan. The machine is about 10 years old and was down 30 days last month. While the machine has been repaired with salvage parts, it is not a permanent solution and the new machine will take photos and palm prints in addition to fingerprinting. The purchase of the MorphoTrak LiveScan Station is estimated to cost \$20,875.00. Drug seizure funds will be used for the purchase. County Manager John Crumpton added that the machine will take 30 days to ship once the purchase order is approved. Commissioner Reives moved to approve the requested vehicle purchase. Upon a vote, the results were as follows:

Aye: Dalrymple Dodson, Knecht, Oldham, Reives, Sloan, Sharpe
Nay: None

The Chair ruled the motion had been adopted unanimously.

Finance Director Lisa Minter presented budget amendment # 03/20/17/12 for the Board's consideration. Finance Director Lisa Minter stated that this amendment will appropriate \$6,077.00 in additional EBOLA funding to be used for Ebola/Zika related expenses and \$1,431.00 in additional State funding to be used for EMR improvements and to purchase contraception methods for the Health Department. It will also appropriate \$5,690.00 in additional SHIP (Senior Health Insurance Information Program) and MIPPA (Medicare Improvements for Patients and Providers Act) funds to be used for advertising and program supplies for Senior Services. The amendment will also appropriate \$25,875.00 in drug seizure funds to update the Sheriff's department reception area and to purchase a new MorphoTrak Live Scan Station to replace the outdated one they are currently using. Commissioner Sharpe moved to approve Budget Amendment #03/20/17/12, a copy of which is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Dodson, Knecht, Oldham, Reives, Sharpe, Sloan
Nay: None

The Chair ruled the motion had been adopted unanimously.

The Board next heard a presentation from the Sanford Area Growth Alliance Economic Development Director Bob Joyce with a report on economic development activities through the end of February. Mr. Joyce stated that they had 14 new projects in the first 60 days of this year. The projects this year are slightly larger and there are more foreign projects than years past. We received the certified "Work Ready Community" designation by the North Carolina Chamber Foundation. The "Work Ready Community" designation was a joint effort by the Sanford Area Growth Alliance, Lee County Schools, and Central Carolina Community College. For us, we are one of 22 counties with this important designation. First Health has announced a new medical complex. The site plan will be heard at the next Technical Review Committee meeting. This is a \$20 million dollar project on US 1 in the Northview area. It will employ about 40 people in different health professions. As of February 28, two deals have been completed with the expansions for Challenge Printing and Noble Oil Services that have created 30 new jobs and invested around \$725,000.00. Mr. Joyce also mentioned the recent loss of fragrance production at the Coty Plant, but also provided that it will host manufacturing of skincare products and nail lacquer. There are other expansions being considered by local companies we hope will be announced soon. We think that due to retention and expansion, small businesses and entrepreneurial development will improve, sales will look up, and many people have stated they have seen near double digit increases compared to last year. Relating to product development, Central Carolina Enterprise Park is almost at the point of starting construction. North Terminal expansion is well under way. This is a \$3.5 million project. Relating to Brownfield reclamation, there has been great progress on an 8 acre site in Jonesboro that will give a great urban site for industry. On Rose Street, a portion of the old site has been raised and owners of the building are ready to sell and put the property on the market. The Economic Development Committee met today and discussed recommendations for the incentive policy which they hope to bring to the Board in the spring. County Extension Director Bill Stone promoted Sandhills Farm to Table to a group of employees at Pfizer. This was a great way to engage farmers in economic development.

All in all SAGA has stayed very busy. We currently have 11 project in the deal stage. No action was taken.

Finance Director Lisa Minter presented the *Monthly Financial Report for February 2017*. Ms. Minter reminded the Board that sales tax revenues run three months behind. Tax collections through February 2017 show collections being ahead 2.15% through the same period last year. In reviewing expenditures, the percentage used target is 66.67%. Only a few departments are exceeding the target as of the end of February. Governing Body is exceeding due to the payment of dues to organizations and travel expenses. Strategic Services is exceeding due to maintenance contracts. Elections is exceeding due to costs of November elections. Medical Examiner is continuing to exceed the target. A budget amendment will be coming. Included in this report are sales tax collection through December 2016. At this time, we are tracking on target with our budget. No action was taken.

County Manager John Crumpton presented his Monthly Report for *January 2017*, a copy of which is attached to these Minutes and by this reference made a part hereof. Parks and Recreation Director John Payne presented an update on improvements at San Lee Park. No action was taken.

With no further business to come before the Board, Commissioner Oldham moved to adjourn the meeting. Upon a vote, the results were as follows:

Aye: Dalrymple, Dodson, Knecht, Oldham, Reives, Sharpe, Sloan
Nay: None

The Chair ruled the motion had been adopted unanimously and the meeting adjourned at 7:00 p.m.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk to the Board

LEE COUNTY

Committed Today for a Better Tomorrow

RESOLUTION AUTHORIZING THE SALE OF PROPERTY LOCATED ON OSGOOD ROAD

WHEREAS, the County of Lee owns certain vacant parcel located on Osgood Road, PIN number 9665-16-1354-00, in Lee County, North Carolina, as shown on a deed recorded in Deed Book 573, Page 496, in the office of the Register of Deeds for Lee County, to which the record thereof reference is hereby made for more complete description; and,

WHEREAS, the taxable value of the property is \$3,700.00; and,

WHEREAS, the above-referenced property was conveyed to the County as the result of a Sheriff's sale; and,

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$484.53; and,

WHEREAS, North Carolina General Statutes §§ 153A-176 and 160A-269 permit the County to sell property by upset bid, after receipt of an offer to purchase the property; and,

WHEREAS, the County of Lee proposes to dispose of the above described property as it is surplus to the County's needs; and,

WHEREAS, the County received an offer submitted by Laneice Smith ("Offeror") to purchase the property described above in the amount of \$484.53, plus any advertising costs, a copy of which is attached hereto; and,

WHEREAS, Offeror has paid to the County Clerk the required 5 percent (5%) deposit on its offer; and,

WHEREAS, the Lee County Board of Commissioners accepts the offer of \$484.53 or any higher, upsetting offer, subject to the upset bid procedure.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners as follows:

1. The Lee County Board of Commissioners authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.
2. The County Clerk shall cause a notice of the proposed sale to be published. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder.

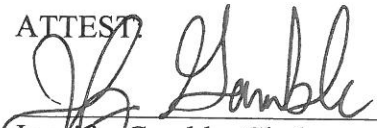
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the County Attorney's Office within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the County Attorney shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the County Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received.
5. A qualifying higher bid is one that raises the existing offer by not less than 10 percent (10%) of the first \$1,000 of that offer and 5 percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of 5 percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The County will return the deposit of the final high bidder at closing.
7. The terms of the final sale are as follows:
 - a. The buyer must pay with cash, cashier's check or certified check at the time of closing.
 - b. The property will be sold "as is" with no conditions placed on the bid.
 - c. Title to the subject property shall be transferred to the buyer by a quitclaim deed.
8. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and reserves the right to reject at any time all bids.
9. If no qualifying upset bid is received after the initial public notice and 10-day upset bid period has expired, the offer set forth above is hereby accepted. The appropriate County officials are authorized to execute the instruments necessary to convey the property.

Dated this the 20th day of March, 2017.



Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST



Jennifer Gamble, Clerk
Lee County Board of Commissioners

LEE COUNTY

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RESOLUTION AUTHORIZING THE SALE OF PROPERTY LOCATED ON OSGOOD ROAD

WHEREAS, the County of Lee owns certain vacant parcel located on Osgood Road, PIN number 9665-16-1468-00, in Lee County, North Carolina, as shown on a deed recorded in Deed Book 496, Page 306, in the office of the Register of Deeds for Lee County, to which the record thereof reference is hereby made for more complete description; and,

WHEREAS, the taxable value of the property is \$3,500.00; and,

WHEREAS, the above-referenced property was conveyed to the County as the result of a Sheriff's sale; and,

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$567.30; and,

WHEREAS, North Carolina General Statutes §§ 153A-176 and 160A-269 permit the County to sell property by upset bid, after receipt of an offer to purchase the property; and,

WHEREAS, the County of Lee proposes to dispose of the above described property as it is surplus to the County's needs; and,

WHEREAS, the County received an offer submitted by Laneice Smith ("Offeror") to purchase the property described above in the amount of \$567.30, plus any advertising costs, a copy of which is attached hereto; and,

WHEREAS, Offeror has paid to the County Clerk the required 5 percent (5%) deposit on its offer; and,

WHEREAS, the Lee County Board of Commissioners accepts the offer of \$567.30 or any higher, upsetting offer, subject to the upset bid procedure.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners as follows:

1. The Lee County Board of Commissioners authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.
2. The County Clerk shall cause a notice of the proposed sale to be published. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder.

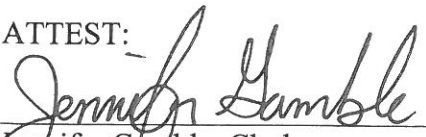
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4. If a qualifying higher bid is received, the County Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received.
5. A qualifying higher bid is one that raises the existing offer by not less than 10 percent (10%) of the first \$1,000 of that offer and 5 percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of 5 percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The County will return the deposit of the final high bidder at closing.
7. The terms of the final sale are as follows:
 - a. The buyer must pay with cash, cashier's check or certified check at the time of closing.
 - b. The property will be sold "as is" with no conditions placed on the bid.
 - c. Title to the subject property shall be transferred to the buyer by a quit claim deed.
8. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and reserves the right to reject at any time all bids.
9. If no qualifying upset bid is received after the initial public notice and 10-day upset bid period has expired, the offer set forth above is hereby accepted. The appropriate County officials are authorized to execute the instruments necessary to convey the property.

Dated this the 20th day of March, 2017.



Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:



Jennifer Gamble, Clerk
Lee County Board of Commissioners

October 1, 2016 Through September 30, 2017

Medicare Improvements for Patients and Providers Act (MIPPA)

Contract for the Provision of County Based MIPPA Services

This contract is hereby entered into by and between **Triangle J Council of Governments Area Agency on Aging (TJAAA)**, (the "Provider" or "Contractor") and **Lee County Senior Services** (the "Subcontractor") (referred to collectively as the "Parties"). The Subcontractor's federal tax identification number is 56-6000313.

1. Contract Documents:

This contract consists of the following documents, which are incorporated herein by reference:

- a. This contract
- b. General Terms and Conditions for Public Sector Contracts (Attachment A)
- c. Statement of Work (Attachment B)
- d. Line Item Budget and Budget Narrative (Attachment C)
- e. Certifications Regarding Drug-Free Work-Place, Lobbying; and Debarment, Suspension and Other Responsibility Matters (Attachment D)

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

2. Precedence Among Contract Documents:

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

3. Effective Period:

This contract shall be effective 10.1.2016 and shall terminate on 9.30.2017.

4. Subcontractor's Duties:

The Subcontractor shall provide the services as described in the Statement of Work (Attachment B) and in accordance with the approved Line Item Budget and Budget Narrative (Attachment C).

5. Provider's Duties:

The Provider shall pay the Subcontractor in the manner and in the amounts specified in the contract documents. The total amount paid by the Provider to the Subcontractor under this contract shall not exceed \$ 3,500. (CFDA # 93.071) There are no matching requirements.

6. Conflict of Interest Policy/Statement:

The Provider has determined that this Contract is not subject to NCGS 14-C-6- 22 & 23.

7. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Provider upon termination of this contract.

8. Grants:

The Subcontractor has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Subcontractor to comply with the standards set forth in this contract.

9. Payment Provisions:

Payment provisions of this contract are as follows:

- a. **An amount equal to one-half the total amount will be made upon final execution of contract; and,**
- b. **Pending compliance with monthly reporting requirements outlined in the Statement of Work (Attachment B), the final one-half allotment will be processed and paid upon receipt of the monthly compliance and budget report due on July 10, 2017.**

10. 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 a written 30 day notice to the other Party.

For the Provider:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Mary K. Warren, Director, Area Agency on Aging Triangle J Council of Governments Area Agency on Aging 4307 Emperor Blvd., Suite 110 Durham, NC 27703 Telephone : 919 558-2707 Fax: 919 549-9390 Email: mwarren@tjcog.org	SAME

For the Subcontractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Lee County Senior Services 1615 S. Third Street Telephone: 919-776-0501 Fax: 919-774-7593 Email: jholmes@leecountync.gov	Lee County Senior Services 1615 S. Third Street Sanford, NC 27330

11. Supplementation of Expenditure of Public Funds:

The Subcontractor 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 Subcontractor 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 Subcontractor's total expenditure of other public funds for such services.

12. Disbursements:

As a condition of this contract, the Subcontractor 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.

13. Outsourcing: The subcontractor agrees that it will not outsource any jobs related to this contract without providing notice to the Provider.

14. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

15. Iran Divesture:

By execution of this agreement, the Parties certify that they have not been identified nor utilized the service of any agent or subcontractor on the list created by the NC State Treasurer pursuant to G.S. 147-86.58.

16. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The Subcontractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, and Lobbying. These assurances and certifications are Attachment D. The signature page is to be signed by the Subcontractor's authorized representative.

(continued)

In Witness Whereof, the Subcontractor and the Provider have executed this contract in duplicate originals, with one original being retained by each party.

Triangle J Council of Governments

Lee Worsley, Executive Director

Date

Attest Or Witness

Mary K. Warren, Area Agency on Aging
Director

Date

Printed Name

Title

Lee County Senior Services

Amy M Dalrymple
Signature

3-20-2017
Date

Amy M Dalrymple

Chair, Lee County Board of
Commissioners

Printed Name

Title

Attest Or Witness

Jennifer Gamble
Signature

3-20-2017
Date

Jennifer Gamble
Printed Name

Clerk to the Board of Commissioners
Title

Provision for payment of the monies to fall due under this Agreement within the current federal fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act

BY: _____

Judy A. Weller
Finance Director
Triangle J Council of Governments

Attachment A

GENERAL TERMS AND CONDITIONS

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 Contractor from federal, state and local sources.

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

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

Health Insurance Portability and Accountability Act (HIPAA): The Subcontractor agrees that, if the Contractor 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 Contractor may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Subcontractor 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 Contractor. The Subcontractor 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 Contractor, County, Area Agency on Aging, Division of Aging and Adult Services, other authorized officials of the Contractor, funding authorities, the North Carolina State Auditor, and/or applicable federal agencies 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 a 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 Contractor. 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 Subcontractor 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.

Miscellaneous

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 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 notification of the Contractor. The term "key personnel" includes any and all persons identified by 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 Subcontractor 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 Contractor for loss of, or damage to, such property. At the termination of this contract, the Subcontractor shall contact the Area Agency on Aging for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Subcontractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Subcontractor 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
For the period 10.1.16 – 9.30.17

Statement of Work

Subcontractor: Lee County Senior Services

This statement should be short summary describing what the Subcontractor does and how the Subcontractor will use these funds. The terms of the contract between TJAAAA and the Subcontractor requires that these goals are met for the stated period. The uses of these funds are not limited to but MUST include the following activities.

- 1) Conduct a minimum of two outreach activities in each county. A minimum of one outreach activity must be planned in collaboration with a community partner(s) that serves individuals with mental illness, and a minimum of one outreach activity must be held that focuses on people who are aging and/or have disabilities other than mental illness.
- 2) All outreach activities must include Relay for Extra Help materials provided by the Senior Health Insurance Information (SHIIP) office.
 - This LIS information is available to all who visit our facility and is distributed to all SHIIP clients
- 3) Coordinate with local SHIIP sites and refer individuals who are likely eligible for LIS and MSP.
 - As the SHIIP Coordinator, I screen all clients and complete LIS applications as deemed appropriate.
- 4) Submit Client Counseling Contact forms for individual counseling and Public & Media Outreach forms for outreach events monthly to the TJAAA office for entering in the national SHIPtalk reporting system.
 - As the SHIIP Coordinator, I complete these forms immediately following an appointment with a client and as soon as I return to the office from an outreach event.
- 5) Develop new partnerships for planning and conducting successful outreach events.
 - As a member of the aging community providers in Lee County, I have the opportunity to meet many individuals from a variety of different service agencies. I serve on many committees and am always on the lookout for new partnerships that are of benefit to Medicare beneficiaries.
- 6) Encourage Medicare beneficiaries to participate in local disease prevention and wellness activities.
 - Medicare beneficiaries are made aware of the preventative services that are available through handouts that are distributed at The Enrichment Center. Information is also available through our monthly newsletter. Evidence based classes are also available at our Center and SHIIP clients are made aware of this when they come for counseling.

- 7) Monthly reporting forms for contracted activities and expenses incurred are to be submitted to electronically by the 10th of each month for the month prior to **Martha Grove Hipkind at marthagrove@tjcog.org**. A final report of expenses incurred is due on or before November 10, 2017.

The following Scope of Work should address the ways the Subcontractor will accomplish the above expectations and/or willingness to comply.

SCOPE OF WORK:
(maximum 2 pages)

As part of Lee County Senior Services, The Enrichment Center and its staff are a valuable resource to the county and surrounding area. Events are planned that assist all members of the community including those with mental disabilities. Information related to the Extra Help program will be included with all Senior Games and Silver Arts of Lee County registration packets. This same information is attached to the fans that are distributed through a program we have here in our county call Operation Fan Relief. Information and bags with contact numbers will be distributed to the local mental health agencies. Advertising will be purchased on 2 County of Lee Transit Vans to promote awareness of the Extra Help Program along with contact telephone numbers. As the local SHIIP Counseling site is located in our building, a special emphasis will be placed on reaching as many qualifying LIS individuals as possible with referrals being made to the local Social Services Department for additional assistance through the MSP program. Information will be entered into the national SHIPtalk as required by SHIIP by the local coordinator with reporting of individuals and the Public and Media Outreach forms that are a direct result of the outreach sessions being forwarded to the TJAAA office as required by the grant guidelines. Additional information from SHIIP is available onsite detailing the preventative benefits that are available through Medicare. More information is in our monthly newsletter, *The Center Post*. Required reports will be submitted in a timely manner.

Attachment C
For the period 10.1.17 – 9.30.17

Line Item Budget and Budget Narrative

Using the budget line items listed below, please provide a budget and a short narrative on how you plan to spend the funding amount reflected in the agreement. Allowable expenses include telephone, postage, salary/stipends, equipment purchases, internet services, etc. New CMS regulations stipulate that federal dollars cannot be used to purchase food. If any of your outreach events include food, it must be paid for from other funds. Additionally, please note that indirect charges will not be allowed under this agreement.

Subcontractor Name: <u>Lee County Senior Services</u>	
Amount Requested: \$ 3,500	
Budget Category	Amount
Contractual	
Supplies	1500
Equipment	
Travel	
Personnel	
Fringe Benefits	
Other (itemize below)	2000
TOTAL	

BUDGET NARRATIVE:

\$2000 will be used to purchase advertising on County of Lee Transit vehicles to expand knowledge of the Extra Help program. The remaining \$1500 will be used for postage, paper, and promotional items to be distributed to the community during the outreach events.

Attachment E

**Certifications Regarding Drug-Free Work-Place; Lobbying; and
 Debarment, Suspension and Other Responsibility Matters**

1. Drug-Free Work-Place

The undersigned (authorized official) certifies that it will provide a drug-free workplace in accordance with the Drug-Free Work-Place Act of 1988, 45 CFR Part 76, subpart F. The certification set out below is a material representation of fact upon which reliance will be placed when awarding the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspensions or termination of grants or government wide suspension or debarment.

The grantee certifies that it will or will continue to 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 grantee's

workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- (b) Establishing an on-going drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee'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 to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); above;
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to Agency on whose grant activity the convicted employee was working.

Notices shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above, with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; 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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

The grantee certifies that, as a condition of the grant, it will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

2. Lobbying

Title 31 of the United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who request or received a Federal grants or cooperative agreement must disclose lobbying undertaking with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part93).

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, any officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant, loan or cooperative agreement;

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

(c) 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, contracts and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. Debarment, Suspension and Other Responsibility Matters

NOTE: In accordance with 45 CFR Part 76, amended June 26, 1995, any debarment, suspension, proposed debarment or other government wide exclusion initiated under the Federal Acquisition Regulation (FAR) on or after August 25, 1995, shall be recognized by and effective for Executive Branch agencies and participants as an exclusion under 45 CFR Part 76.

(a) Primary Covered Transactions

The undersigned (authorized official) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(2) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed under the assurances page in the application package.

(b) Lower Tier Covered Transactions

The applicant agrees by submitting this proposal that it will include, without modification, **the following clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction"** (Appendix B to 45 CFR Part 76) in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions:

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 of Authorized Certifying Official

Amy M Dalrymple, Chair, Lee County Commissioners
Name and Title of Authorized Certifying Official

Subcontractor Name

Date Submitted


**MEMORANDUM OF UNDERSTANDING Between
THE COUNTY OF LEE AND THE SANFORD FARMER'S MARKET**

This Memorandum of Understanding is between the County of Lee (hereinafter referred to as the "County") and the Sanford Farmer's Market (hereinafter referred to as "Farmer's Market"). This Memorandum of Understanding memorializes the parties desire to allow the Farmer's Market to hold the weekly market with vendors at the McSwain Center, the building where N.C. Cooperative Extension-Lee County Center is located. Both parties understand and agree to the following:

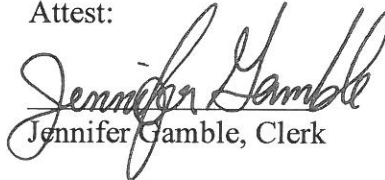
1. N.C. Cooperative Extension-Lee County Center is located at the McSwain Center, 2420 Tramway Road, Lee County. The McSwain Center is owned and operated by the County.
2. The County agrees to allow the Farmer's Market the right to utilize its parking lot and the immediate area surrounding the parking lot in order to conduct its business of selling crops to local citizens.
3. The Farmer's Market can utilize this space on Saturday morning's beginning each year in April until October. The Farmer's Market can allow its vendors the right to sell their crops to the public from 9:00 am until 12:00 pm.
4. The Farmer's Market Manager or Assistant Manager must be present while any Farmer's Market business transactions are occurring.
5. The Market Manager or Assistant Manager will be responsible for the key to the building which will allow access to the hallways and bathrooms in the McSwain Center.
6. The County will provide restrooms for the vendors but not the general public, except in cases of emergencies.
7. The Farmer's Market and its vendors will be responsible for removing any and all of its trash and leaving the area neat and clean after each Saturday's sale.
8. If the County needs to use the parking lot any Saturday when the Farmer's Market is operating, the County will give the Market Manager at least one week's notice for the market to get in touch with its vendors and to notice the public.
9. The Market Manager will be required to provide at least one week's notice to County Extension Director if the Farmer's Market will not be held on any Saturday during the duration of the agreed upon dates.
10. The County will not be responsible or liable for any damage done to any of the vendor's equipment, vehicles, or crops.
11. The Farmer's Market will ensure the vendor's do not leave any crops or equipment overnight at the McSwain Center and ensure that everything is set up between the hours of 8:00am and taken down before 1:00pm each Saturday the Farmer's Market is in operation.
12. The Farmer's Market must provide proof of liability insurance before the County enters into the contract and that proof must be provided every year to the County.

13. If at any time the County or the Farmer's Market wishes to terminate this memorandum of understanding, they must do so by notifying the other party in writing of such termination.
14. This Memorandum of Understanding will remain in effect for one year and can be renewed each year.

This is the 20th day of March, 2017.


Amy M. Dalrymple, Chair
Lee County Board of Commissioners

Attest:


Jennifer Gamble, Clerk

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
 FROM: JOHN A CRUMPTON, LEE COUNTY MANAGER
 SUBJECT: BUDGET AMENDMENT:#03/20/17/12
 DATE: March 20, 2017

SECTION I. THE FOLLOWING GENERAL FUND (1100) REVENUE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Health-Communicable Disease	1100-3510-33140	Fee Collections TB	4,050	338	4,388
Health-Adult Health	1100-3510-33310	DEHNR Adult Health	-	9,208	9,208
Health-Family Planning	1100-3510-33370	DEHNR Family Planning	85,720	10,302	96,022
Health-Communicable Disease	1100-3510-33440	DEHNR Communicable Disease	9,214	9,208	18,422
Health-Ebola	1100-3510-33492	DHHS Ebola	6,100	6,077	12,177
Senior Services	1100-3582-34640	SHIIP Grant	4,248	5,690	9,938
TOTAL CHANGES				40,823	

SECTION II. THE FOLLOWING GENERAL FUND (1100) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Senior Services	1100-5826-43530	Advertising	9,590	1,750	11,340
Health-Primary Care	1100-5103-43410	Travel	400	1,166	1,566
Health-Primary Care	1100-5103-43960	Contracted Services	7,512	8,042	15,554
Health-Family Planning	1100-5107-43410	Travel	1,215	1,167	2,382
Health-Family Planning	1100-5107-43960	Contracted Services	28,011	8,042	36,053
Health-Family Planning	1100-5107-44172	Non Prescription Drugs	37,861	1,093	38,954
Health-Communicable Diseases	1100-5115-43410	Travel	1,157	1,504	2,661
Health-Communicable Diseases	1100-5115-43960	Contracted Services	8,112	8,042	16,154
Health-Ebola	1100-5124-43530	Advertising	-	1,731	1,731
Health-Ebola	1100-5124-44100	Office/Departmental Supplies	-	534	534
Health-Ebola	1100-5124-44170	Medical/Educational Supplies	-	1,000	1,000
Health-Ebola	1100-5124-46412	Tech Equipment \$500-\$4,999	-	1,362	1,362
Health-Ebola	1100-5124-46415	Equipment < \$500	550	1,450	2,000
Health-Ebola	1100-5124-46416	Tech Equipment < \$500	-	1,000	1,000
Senior Services	1100-5826-43540	Printing	2,248	300	2,548
Senior Services	1100-5826-44660	Program Supplies	24,349	2,640	26,989
TOTAL CHANGES				40,823	

SECTION III. THE FOLLOWING DRUG SEIZURE FUND (2110) REVENUE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Sheriff-Drug Seizure Fund	2110-3930-32697	State Drug Seizure Funds	5,500	5,000	10,500
Sheriff-Drug Seizure Fund	2110-3930-32698	Federal Treasury Funds	37,000	13,620	50,620
Sheriff-Drug Seizure Fund	2110-3990-39900	Fund Balance Appropriated	63,356	7,255	70,611
TOTAL CHANGES				25,875	

SECTION IV. THE FOLLOWING DRUG SEIZURE FUND (2110) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Sheriff-Drug Seizure Fund	2110-4310-44100	Office/Departmental Supplies	-	2,500	2,500
Sheriff-Drug Seizure Fund	2110-4310-46411	Capital Outlay > \$5,000	31,000	20,875	51,875
Sheriff-Drug Seizure Fund	2110-4310-46415	Equipment < \$500	29,613	2,500	32,113
TOTAL CHANGES				<u>25,875</u>	


AMY M. DALRYMPLE, CHAIR


JENNIFER GAMBLE, CLERK TO THE BOARD

County Manager's Report – March 20, 2017

Ongoing Projects

San Lee Park – John Payne will present a report to give the Board an update on the progress on the nature center. Work over the last two weeks picked up at the nature center. CSI and their subcontractors began working on weekends (when it was not snowing) in an effort to make up time lost to the delay in getting product to the site. The most recent site meeting was Tuesday March 21. We should receive a new project schedule, which shows they are making progress towards getting back on schedule for a May 31 completion date. The County has completed work on the sewer line. The line has been connected to the new building. The County has also completed work on the new shop building. Staff is cleaning up the area and preparing the new bird enclosure.

Old Bowling Alley – General Services is in the final phases of completion of this project. We should complete this work in late May. Work has slowed due to issues with scheduling contractors to perform drywall, painting and flooring work. We have also run into a delay the new plumbing in the building. The City is requiring a new backflow prevention device, which we will have to bid and hire a contractor to install.

OT Sloan Pool – We are quickly moving forward with getting the pool open for the upcoming summer season. General Services is currently soliciting prices for filtration tanks and heaters. We hoped to have that pricing to the Board at this meeting, but did not have it at the time the agenda was printed. Painting and repairs will occur in April.

Colon Road Water – We are working with McGill on a contract for this project. Based on some specifics being discussed the contract was not ready for this meeting. We should have a contract for the Board at the April 3 meeting.

Reports

Building Inspections Report – Please find attached the February Building Inspections Report.

Community Development/Activity Summary – February's report is attached.

Tax Report – Please find attached the Tax Collection Summary Report for February.

Upcoming Meetings/Events:

April 3 – Commissioners Regular Monthly Meeting - 6:00 pm.

April 17 – Commissioners Regular Monthly Meeting – 6:00 pm.

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

<u>ITEM ABSTRACT</u>	<u>ITEM NO.</u> II. B.
Meeting Date: April 3, 2017	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda

SUBJECT: Tax Release and Refund Report for February 2017

DEPARTMENT: Tax Administration

CONTACT PERSON: Mary Yow, Tax Administrator

REQUEST: Approval of Tax Releases and Refunds for February 2017

SUMMARY: A release or refund is necessary to adjust or correct an existing tax bill that is in error. North Carolina General Statute 105-381(b) requires the governing body to determine the release or refund of a tax.

BUDGET IMPACT:

ATTACHMENT(S)

- 1) Personal Property Abatement Report
- 2) Waste Fee Abatement Report
- 3) Release Code Descriptions
- 4) General Statute 105-381 (b)

PUBLIC HEARING: No

PRIOR BOARD ACTION: N/A

RECOMMENDATION: Approve Tax Releases and Refunds for February 2017 as presented



Personal Property Abatement Report

From 2/1/2017 To 2/28/2017

	Value	County Tax	County Penalty	District Tax	District Penalty	Total	Release Code
2016							
Release							
BARNES, JEAN	\$8,980.00	\$71.39	\$7.14	\$7.99	\$0.80	\$87.32	T-3
COMBS, JOHN WILLIAM	\$22,090.00	\$175.62	\$17.56	\$132.54	\$13.25	\$338.98	T-12
ERIC'S LANDSCAPING,	\$16,600.00	\$131.97	\$13.20	\$24.07	\$2.41	\$171.64	T-4
KIRCHHOFF, STEPHEN	\$4,030.00	\$32.04	\$3.20	\$24.18	\$2.42	\$61.84	T-12
ROBERTS, DEWEY	\$3,490.00	\$27.75	\$2.77	\$3.49	\$0.35	\$34.36	T-9
UNDERWOOD, LEON	\$4,700.00	\$37.37	\$3.74	\$4.09	\$0.41	\$45.61	T-4
Release Total :	\$59,890.00	\$476.14	\$47.61	\$196.36	\$19.64	\$739.75	

2015							
Release							
BARNES, JEAN	\$9,620.00	\$76.48	\$7.65	\$8.56	\$0.86	\$93.54	T-3
COMBS, JOHN WILLIAM	\$22,800.00	\$181.26	\$18.13	\$136.80	\$13.68	\$349.87	T-12
UNDERWOOD, LEON	\$5,030.00	\$39.99	\$4.00	\$4.38	\$0.44	\$48.81	T-4
Release Total :	\$37,450.00	\$297.73	\$29.78	\$149.74	\$14.98	\$492.22	

2014							
Release							
BARNES, JEAN	\$10,060.00	\$72.43	\$7.24	\$8.95	\$0.90	\$89.52	T-3
UNDERWOOD, LEON	\$5,260.00	\$37.87	\$3.79	\$4.58	\$0.46	\$46.70	T-4
Release Total :	\$15,320.00	\$110.30	\$11.03	\$13.53	\$1.36	\$136.22	

2013							
Release							
UNDERWOOD, LEON	\$5,640.00	\$40.61	\$4.06	\$5.30	\$0.53	\$50.50	T-4
Release Total :	\$5,640.00	\$40.61	\$4.06	\$5.30	\$0.53	\$50.50	



Personal Property Abatement Report

From 2/1/2017 To 2/28/2017

	Value	County Tax	County Penalty	District Tax	District Penalty	Total	Release Code
2012							
Release							
UNDERWOOD, LEON	\$5,890.00	\$44.18	\$4.42	\$4.77	\$0.48	\$53.85	T-4
Release Total :	\$5,890.00	\$44.18	\$4.42	\$4.77	\$0.48	\$53.85	

2011							
Release							
UNDERWOOD, LEON	\$6,330.00	\$47.48	\$4.75	\$5.13	\$0.51	\$57.87	T-4
Release Total :	\$6,330.00	\$47.48	\$4.75	\$5.13	\$0.51	\$57.87	



Waste Fee Abatement Report

From 2/1/2017 To 2/28/2017

Solid Waste Fees

Release Code

2016

Refund

SW - Waste Disposal

CHRISCOE, ANDREW

\$95.00

VA

SW - Waste Disposal Totals:

\$95.00

RELEASE CODE DESCRIPTIONS

1	ALLOWABLE EXEMPTION NOT APPLIED
2	LAND USE DEFERMENT NOT APPLIED OR ABATEMENT MADE AFTER BILLING
3	PROPERTY DOUBLE LISTED BY TAXPAYER OR TAX OFFICE
4	TAX SITUS OF PROPERTY OUTSIDE JURISDICTION
5	REAL PROPERTY DATA IN ERROR
6	PERSONAL PROPERTY DATA IN ERROR
7	PROPERTY LISTED TO INCORRECT OWNER
8	LAST LIST PENALTY
9	TAXPAYER LISTED PERSONAL PROPERTY THEY DID NOT OWN
10	PROPERTY VALUE APPEALED TO ASSESSOR, BOARD OF E&R OR PROPERTY TAX COMMISSION
11	BUSINESS PERSONAL PROPERTY ASSESSMENT: NO LONGER OWNED OR OUT OF BUSINESS
12	PERSONAL PROPERTY SOLD PRIOR TO JAN 1ST.
13	TAX FORECLOSURE SALE
T	TAXPAYER
TO	TAX OFFICE
LR	LAND RECORDS
TA	TAX APPRAISAL
TOS	TAX OFFICE SOFTWARE
TFS	TAX FORECLOSURE SALE
GP	GARBAGE PICKUP
VA	VACANT OR ADJUSTMENT FOR WASTE FEE
CY	CITY OF SANFORD OR TOWN OR BROADWAY
B	BANKRUPTCY SETTLEMENT
A	AUDIT APPEAL OR ERROR

N.C. Gen. Stat. § 105-381

General Statutes of North Carolina
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*** Statutes current through the 2014 Regular Session ***

CHAPTER 105. TAXATION
SUBCHAPTER 02 . LISTING, APPRAISAL, AND ASSESSMENT OF PROPERTY AND COLLECTION
OF TAXES ON PROPERTY
ARTICLE 27. REFUNDS AND REMEDIES

Go to the North Carolina Code Archive Directory

N.C. Gen. Stat. § 105-381 (2014)

§ 105-381. Taxpayer's remedies

(a) Statement of Defense. -- Any taxpayer asserting a valid defense to the enforcement of the collection of a tax assessed upon his property shall proceed as hereinafter provided.

(1) For the purpose of this subsection, a valid defense shall include the following:

- a. A tax imposed through clerical error;
- b. An illegal tax;
- c. A tax levied for an illegal purpose.

(2) If a tax has not been paid, the taxpayer may make a demand for the release of the tax claim by submitting to the governing body of the taxing unit a written statement of his defense to payment or enforcement of the tax and a request for release of the tax at any time prior to payment of the tax.

(3) If a tax has been paid, the taxpayer, at any time within five years after said tax first became due or within six months from the date of payment of such tax, whichever is the later date, may make a demand for a refund of the tax paid by submitting to the governing body of the taxing unit a written statement of his defense and a request for refund thereof.

(b) Action of Governing Body. -- Upon receiving a taxpayer's written statement of defense and request for release or refund, the governing body of the taxing unit shall within 90 days after receipt of such request determine whether the taxpayer has a valid defense to the tax imposed or any part thereof and shall either release or refund that portion of the amount that is determined to be in excess of the correct tax liability or notify the taxpayer in writing that no release or refund will be made. The governing body may, by resolution, delegate its authority to determine requests for a release or refund of tax of less than one hundred dollars (\$ 100.00) to the finance officer, manager, or attorney of the taxing unit. A finance officer, manager, or attorney to whom this authority is delegated shall monthly report to the governing body the actions taken by him on requests for release or refund. All actions taken by the governing body or finance officer, manager, or attorney on requests for release or refund shall be recorded in the minutes of the governing body. If a release is granted or refund made, the tax collector shall be credited with the amount released or refunded in his annual settlement.

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT

Meeting Date: April 3, 2017

ITEM NO. II. C.

Information
 Action Item
 Consent Agenda

SUBJECT: Amendment #8 to the Health Services Agreement between Lee County and Southern Health Partners for Inmate Medical Care.

DEPARTMENT: Lee County Jail

CONTACT PERSON: Cpt. Wade Barker

REQUEST: To approve the health services agreement with Southern Health Partners for inmate medical care at the Lee County Jail.

SUMMARY: Sheriff Carter respectfully requests that the Board of Commissioners approve a renewal agreement with Southern Health Partners to provide inmates at the Lee County Jail with reasonable medical care.

BUDGET IMPACT: Annual renewal pricing for 2017-2018 is a base cost of \$193,027.32 and a per diem rate of \$2.10 for an average daily inmate population above 125.

ATTACHMENT(S): Amendment #8 to Health Services Agreement

PUBLIC HEARING: N/A

PRIOR BOARD ACTION: none

RECOMMENDATION: Approve amendment as presented

AMENDMENT #8
TO
HEALTH SERVICES AGREEMENT

This AMENDMENT #8, to Health Services Agreement dated June 1, 2007, between Lee County, North Carolina (hereinafter referred to as "County", and Southern Health Partners, Inc., a Delaware Corporation, (hereinafter referred to as "SHP"), is entered into as of the _____ day of _____, 2017.

WITNESSETH:

WHEREAS, County and SHP desire to amend the Health Services Agreement dated June 1, 2007, between County and SHP.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

Section 7.1 is hereby replaced in its entirety by the following:

7.1 Base Compensation. County will compensate SHP based on a twelve-month annualized price of \$193,027.32 during the term of this Agreement effective June 1, 2017, through May 31, 2018, payable in monthly installments. Monthly installments during the term of this Agreement effective June 1, 2017, through May 31, 2018, will be in the amount of \$16,085.61 each. SHP will bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP will be prorated accordingly for the shortened month.

Section 7.2 is hereby replaced in its entirety by the following:

7.2 Increases in Inmate Population. County and SHP agree that, effective June 1, 2017, the annual base price is calculated based upon an average daily inmate population of up to 125. If the average daily inmate population exceeds 125 inmates, then the compensation payable to SHP by County shall be increased by a per diem rate of \$2.10 for each inmate over 125. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 125, if any, will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 130 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to

the regular base fee and will be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Jail Administrator, Sheriff and other involved County officials, and following appropriate notification to County.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

LEE COUNTY, NC

BY:

Date: _____

ATTEST:

Date: _____

SOUTHERN HEALTH PARTNERS, INC.

BY:

Jennifer Hairsine, President and Chief Executive Officer

Date: _____

The County of Lee North Carolina
IRAN DIVESTMENT ACT CERTIFICATION

Vendor/Contractor Name: Southern Health Partners, Inc.
2030 Hamilton Pl. Blvd. Ste 140 Chatt., TN 37421

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the entity listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he/she is authorized by the entity listed above to make the foregoing statement

Lacey LaFuze
Signature

3/23/17
Date

Lacey LaFuze
Printed Name

VP, CFO
Printed Title

The County of Lee North Carolina
E-VERIFY ADDENDUM

CONTRACTOR/VENDOR agrees that it shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR/VENDOR utilizes a subcontractor, CONTRACTOR/VENDOR agrees that it shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Dated this the 23 day of March, 2017.

Southern Health Partners, Inc.

Contractor/Vendor

Lacey Lyle, VP, CFO

Title

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

<u>ITEM ABSTRACT</u>	<u>ITEM NO.</u>	<u>II. D.</u>
Meeting Date: April 3, 2017	<input type="checkbox"/>	Information
	<input checked="" type="checkbox"/>	Action Item
	<input type="checkbox"/>	Consent Agenda

SUBJECT: Amended Physician Solutions Contract

DEPARTMENT SECTION: Health Department

CONTACT PERSON: Heath Cain

REQUEST: This is a request to the Board of Commissioners to approve an amended contract between the Lee County Health Department and Physician Solutions to provide clinical services to the health department from March 1 thru March 8, 2017.

SUMMARY: The Lee County Health Department must provide clinical services to the community. Due to unforeseen circumstances, the amended contract was developed and approved by the Board of Health March 15, 2017. Physician Solutions began providing clinical services March 1, 2017.

BUDGET IMPACT: No budget impact to existing budget.

ATTACHMENT(S): (1) Amended Contract with Physician's Solutions.

PUBLIC HEARING: N/A

PRIOR BOARD ACTION: N/A

RECOMMENDATION: The Health Department respectfully requests the Board of Commissioners to approve this amended contract with Physician Solutions.



PHYSICIAN SOLUTIONS INC.

Physician Staffing Locum Tenens Client Agreement

Physician Rate per hour: \$103.00

Physician Assistant/Nurse Practitioner Rate per hour: \$79.50*

**plus mileage and/or hotel if needed*

Lee County Health Department, (Client) hereby contracts with Physician Solutions, Inc. (PSI) to furnish locum tenens provider(s) and Nurse Practitioners Physician Assistants (the "Providers") to client for the dates and times specified in the Provider Schedule Request (PSR). The PSR can be a signed form or a verbal agreement acknowledged by both parties.

Responsibility

PSI agrees to put forth its best efforts to furnish a locum tenens Provider to client as requested. PSI is not responsible or liable for any loss of revenue if the Provider is delayed or does not meet his/her schedule. PSI is not licensed to practice medicine and shall have no control as to the means or the quality of medical services furnished by any provider, nor shall PSI have any right or responsibility for making any determination regarding provider's professional service assignments, schedule or practice. PSI shall have no liability for any injury or any loss to any party relating to or in any way arising out of provider's professional services at or on behalf of client. Client shall exercise independent judgment as to the professional qualifications of the provider.

Medical License

It is recognized and agreed by Client that the Provider duties are governed by the medical license of the Provider and that PSI is acting exclusively as an agent for scheduling. State medical license and license credentialing summary of Provider(s) may be furnished by PSI upon request by Client. Client acknowledges that any provider placed at Client is not an employee of PSI, the relationship of the provider to PSI is that of an independent contractor, all payments made by PSI to provider are made on behalf of Client and PSI acts only as a placement agency.

Professional Liability Insurance

PSI maintains a blanket Professional Liability Insurance policy on its Providers. There may be cases when the Provider will have their own malpractice coverage. A copy of the insurance binder will be provided to Client upon request.

Invoicing Terms

Client will be invoiced weekly by PSI and payment is due upon receipt. Any invoice not paid within 30 days will accrue simple interest of 1.5 % per month (18 % annum). PSI requires a minimum of 8 hours per shift and will invoice accordingly; special circumstances may be discussed and agreed upon in writing. Client agrees to never let invoice totals exceed \$10,000 as this may result in PSI cancelling service.

Travel*

Out-of-pocket expenses may occur with overnight or excessive travel. PSI will schedule lodging and travel mileage and invoice the Client accordingly, when travel is required by physician. Client may have the option to arrange travel and lodging. If Client arranges lodging or any travel accommodations, Client will provide PSI with these details. PSI normal lodging charge is \$98.50 per day and mileage is 53.5 cents per mile.

Non-Disclosure and Confidentiality

Client agrees not to discuss conditions of this agreement, solicit or contract, either directly or indirectly, with Provider. Client agrees to notify PSI for all scheduled services pertaining to locum tenens Provider. Provider is authorized to accept overtime at his/her discretion.

Contracted Services and Permanent Employment

Any medical services performed by Provider, introduced to Client by PSI, must be contracted through PSI. With written approval, PSI Provider may be recruited for a permanent position. Should permanent employment or direct contracting take place between Client and physician, a fee of fifteen thousand five hundred dollars (\$15,500.00) for each doctor placed with Client will be charged. Should permanent employment or direct contracting take place between Client and physician assistant or nurse practitioner, a fee of ten thousand five hundred dollars (\$10,500.00) for each nurse practitioner or physician assistant placed with Client will be charged. This fee is due to PSI from Client on the first day of work. Any contracting between Client and physician, circumventing this agreement will result in a \$103.00 per hour fee for the time worked in addition to the placement fee of \$15,500.00 due upon written demand by PSI. Client will be responsible for paying PSI's entire attorney fees should PSI need

to protect its interests under this contract. This agreement will be in force for two years after the last day of work performed by locum tenens physician.

Representation & Warranty

Client represents and warrants to PSI that it is lawfully organized and is in good standing in the State in which its principal office is located, Client's name provided in the introductory paragraph of this Agreement is Client's true, correct, and complete legal name, and the person executing the Agreement and any amendment has been full authorized to do so on behalf of and as a binding act of Client.

Iran-Divestment Act Certification

Contractor ("CWHC") certifies that contractor, and all subcontractors are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor shall not utilize any subcontractor that is identified on the List.

E-Verify Certification

Pursuant to N.C.G.S. 143-48.5 and N.C.G.S. 147-33.95(g), Contractor ("CWHC") hereby certifies that the Contractor, and the Contractor's subcontractor's, complies with the requirements of Article 2 of Chapter 64 of the North Carolina 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

Governing Law & Cancellation

The laws of North Carolina govern this agreement. All actions brought to interpret or enforce this Agreement shall be brought in the exclusive forum of Wake County, North Carolina and the parties hereto agree not to contest venue or appropriateness of such forum. All notices, reports, records or other communications which are required or permitted to be given to the parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by facsimile transmission, by overnight courier, by electronic mail or by first class or registered or certified mail. The provisions of this Agreement shall be severable and should any court, arbitrator or other adjudicator determine that any part of this Agreement is invalid or unenforceable, such part or portion shall be deemed severed and shall not affect the enforceability of the other provisions hereof, Neither party may assign this Agreement without the written consent of the other.

Cancellation of scheduled physician by Client within 96 hours after the schedule has been confirmed will warrant a payment due immediately for the confirmed dates.

This agreement will be in effect March 1 - 8, 2017.

*****SIGNATURES TO FOLLOW*****

County Acceptance: X William H. Cain (seal) Date: 3/1/17

Facility Address: 106 Hillcrest Dr, Sanford, NC 27330

Contact: William Cain

PHONE: (919) 718-4640

Email: hcain@leecountync.gov

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

By: Lisa D. Minter Date: 3/1/17
Lisa Minter, County Finance Director

Physician Solutions, Inc. Acceptance: Danielle Kuehl
P.O. Box 98313, Raleigh, NC 27624 • Phone: 919-845-0054 • Fax: 919-845-1947
physiciansolutions@gmail.com • www.physiciansolutions.net

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT

ITEM NO. IV. A.

Meeting Date: April 3, 2017

Information
 Action Item
 Consent Agenda

SUBJECT: Memorandum of Understanding between Lee County and the City of Sanford regarding the transfer of property and improvements to Kiwanis Family Park.

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish, County Attorney

REQUEST: Approve Memorandum of Understanding between Lee County and the City of Sanford regarding the transfer of property and improvements to Kiwanis Family Park.

SUMMARY: The City of Sanford hired Alfred Benesch and Company to perform both a Comprehensive Park Master Plan to evaluate park needs across the County along with a Site Specific Plan to evaluate the ability to improve a selected park site. At the January 17, 2017 Board of Commissioners Meeting, the Board voted to cooperate with the City to proceed with performing the Site Specific Plan on County owned property at Kiwanis Family Park. The Site Specific Plan was performed at the Kiwanis Family Park site and resulted in the attached recommendations. In order to move forward with the City's recommended improvements to the property, the County will need to transfer the portion of the property where the improvements are situated. The North Division of Parks and Recreation indicated the County could transfer the property to the City as long as the LWCF restrictions were attached to the deed and the City was willing to assume perpetual responsibility of the use (see the e-mail attachment). The Memorandum of Understanding sets out the terms of the transfer.

BUDGET IMPACT: None

ATTACHMENT(S): (1) Memorandum of Understanding

(2) E-mail from NC Division of Parks and Recreation

Due to the size of these documents, the following will be available for inspection at the Lee County Clerk's Office located at 208 Summit Drive, Sanford, NC:

- (1) Site Specific Plan
- (2) Comprehensive Park Master Plan

***A copy will be provided to each Commissioner along with the April 3, 2017 Agenda Package.

PUBLIC HEARING:

None

PRIOR BOARD ACTION:

The Board of Commissioners voted to support the City of Sanford in moving forward with the Site Specific Plan at the Kiwanis Family Park site at the January 17, 2017 meeting.

RECOMMENDATION:

Pleasure of the Board.

STATE OF NORTH CAROLINA

COUNTY OF LEE

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF LEE AND
THE CITY OF SANFORD FOR A PORTION OF
KIWANIS PARK

The County of Lee (hereinafter referred to as the "County") and the City of Sanford (hereinafter referred to as the "City") hereby enter into this memorandum of understanding outlining the agreement between the two parties in which the County will deed certain acreage of Kiwanis Family Park to the City for parks and recreational purposes.

W I T N E S S E T H:

Both parties understand and agree as follows::

1. The County agrees to donate certain acreage, approximately thirteen.eighty-four (13.84) acres as shown on Attachment A (Survey), to the City to use for parks and recreational purposes.
2. The City will prepare a deed, and conduct any associated survey, which shall include the restrictions placed on the entire Kiwanis Park land by the Land and Water Conservation Fund Act as evidenced in Attachment B (Notice of Limitation of Use found in Deed Book 439 Page 340 in the Lee County Registry). The County Attorney will cooperate as needed to assist in the preparation of the deed.
3. The deed will be presented to the County Attorney for approval and if satisfactory, the Chair of the Board of County Commissioners will be authorized to sign the deed.
4. The City is willing to assume the perpetual responsibility of maintaining the deeded acreage for parks and recreational purposes and if the land is no longer used by the City for parks and recreational purposes or upon mutual agreement, the land will be conveyed back the County.
5. While the land is in its current state, the County agrees to continue to provide maintenance services.
6. The City agrees to pay for all associated costs of making the improvements to the land.
7. Once improvements have commenced, the City agrees to take over all maintenance of the land and all maintenance of the improvements owned by the City. The City will be responsible for adding the property to its insurance policy.
8. The City agrees to give the County access to the park entrance and any other areas of the property that are necessary for the ingress, egress, maintenance and improvements to the County owned areas of Kiwanis Family Park that include, but are not limited to, the areas encompassing the picnic shelter and walking trails of the Park.
9. The County will maintain ownership of and continue to schedule activities at the Picnic Shelter and gazebo.
10. The City will be responsible for all activities occurring on its property and agrees to follow the park rules and hours as established by the Lee County Parks and Recreation Board. The City shall be authorized to modify the hours for special events occurring on the property owned by the City.
11. If the land is ever transferred back to the County, the City agrees to convey the land back and at the time of conveyance, will remove any improvements, upon request by the County, at the City's expense, as agreed by the Board of County Commissioners and the City Council at that time.

IN WITNESS WHEREOF and as the act of the governing bodies, the parties hereto have set their hands and seals the day and year written below.

Entered this __ day of _____, 2017.

Lee County

By: _____

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

Attest: _____

Jennifer Gamble, Clerk to the Board

Entered this __ day of _____, 2017.

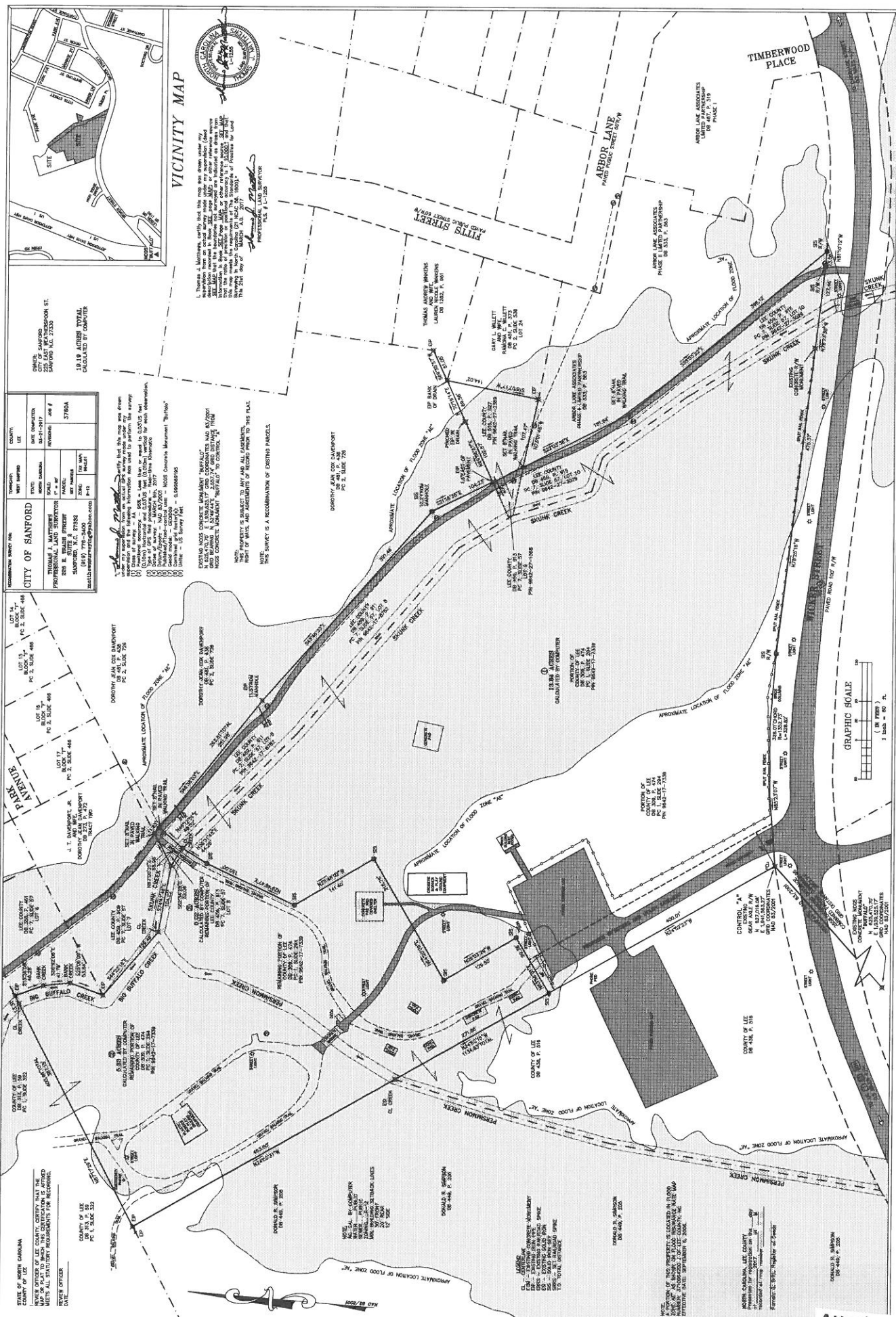
City of Sanford

By: _____

Chet Mann, Mayor
Sanford City Council

Attest: _____

Bonnie Davis, City Clerk



CITY OF SANFORD
 1819 JONES TOTAL
 CALCULATED BY COMPUTER

COMMISSIONER	THOMAS A. HARRISON
DATE COMPLETION	05-11-2017
PROJECT NO.	5780A
PROJECT NAME	PROFESSIONAL LAND SURVEYOR
PROJECT ADDRESS	1819 JONES
PROJECT CITY	SANFORD, FL. 32783
PROJECT COUNTY	LEE COUNTY
PROJECT STATE	FL
PROJECT ZIP	32783
PROJECT PHONE	850-333-1234
PROJECT FAX	850-333-1234
PROJECT EMAIL	tharrison@tasharrison.com

I, Thomas A. Harrison, certify that this map was drawn and the following information was used to prepare the survey:
 (1) The survey was made by me or under my direct supervision.
 (2) The survey was made by me or under my direct supervision.
 (3) The survey was made by me or under my direct supervision.
 (4) The survey was made by me or under my direct supervision.
 (5) The survey was made by me or under my direct supervision.
 (6) The survey was made by me or under my direct supervision.
 (7) The survey was made by me or under my direct supervision.
 (8) The survey was made by me or under my direct supervision.
 (9) The survey was made by me or under my direct supervision.
 (10) The survey was made by me or under my direct supervision.

THIS SURVEY IS A RECOMMENDATION OF EXISTING PARCELS.
 NOTE: THE SURVEY IS SUBJECT TO ANY AND ALL EASEMENTS,
 RIGHTS OF WAY, AND AGREEMENTS OF RECORD PRIOR TO THIS PLAN.
 THIS SURVEY IS A RECOMMENDATION OF EXISTING PARCELS.

BOOK 439 PAGE 340

4868
27877

NORTH CAROLINA

NOTICE OF LIMITATION OF USE

LEE COUNTY

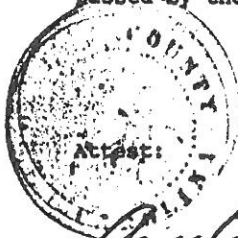
Know all men by these presents that the property referred to below and described in the deeds listed herein are hereby impressed with the following

LIMITATION OF USE

"The property identified has been acquired or developed with Federal financial assistance provided by the National Park Service (formerly the Heritage Conservation Recreation Service) of the Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. S 4601-5 et seq (1970 ed.). Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary shall approve such conversation only if he finds it to be in accord with the then existing comprehensive statewide recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location."

<u>Property Name</u>	<u>Deed Reference in Lee County Registry</u>
Park Ave. Park	Book 239, page 831
Dalrymple Park	Book 239, page 831
Horton Park	Book 239, page 831
O.T. Sloan Park	Book 246, page 537
Buchanan Park	Book 259, page 555
San-Lee Park	Book 264, page 978
Kiwanis Family Park	Book 309, page 474

This the 4th day of November, 1989, by resolution duly passed by the Board of the Lee County Commissioners.



Albert L. Cox
Albert L. Cox, Chairman

Ann Cahall
Ann Cahall Clerk

(SEAL)

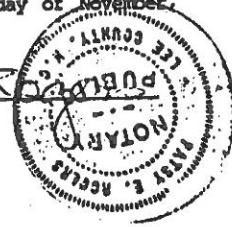
BOOK 439 PAGE 341

STATE OF NORTH CAROLINA
COUNTY OF LEE

I, Patsy E. Rogers, a Notary Public of the
aforesaid County and State do hereby certify that ANN CAHALL personally came
before me this day and acknowledged that she is Clerk to the Board of
Commissioners for the County of Lee, and that by authority duly given and as
the act of the said Board of Commissioners for the County of Lee, the foregoing
instrument was signed by its Chairman, sealed with its official seal and
attested by her as its Clerk.

Witness my hand and notarial seal this 21st day of November,
1989.

Patsy E. Rogers
NOTARY PUBLIC



My commission expires:
02-16-93

STATE OF NORTH CAROLINA
COUNTY OF LEE

The foregoing certificates of Patsy E. Rogers,
a Notary Public in and for Lee County, North Carolina is certified to be
correct. This instrument was presented for registration this 21st day of
Nov., 1989, at 4:45 PM, and duly recorded in the Office of the
Register of Deeds of Lee County, North Carolina, in Book 439, page 310.
This the 21st day of Nov, 1989.

Ned W. Thomas
REGISTER OF DEEDS

BY Mollie G. Martin
Assistant/Deputy Register of Deeds

From: Alcorn, Bayard [<mailto:bayard.alcorn@ncparks.gov>]
Sent: Thursday, January 12, 2017 3:26 PM
To: Whitney Parrish <wparrish@leecountync.gov>
Subject: RE: Deed Restrictions - Kiwanis Park

Ms. Parrish,

I've heard back from the National Park Service and have good news.

The federal LWCF restrictions on the property do not present a problem for Lee County's plans to transfer 8 acres to the City of Sanford in order for the city to construct a splash pad at Kiwanis Park. The restrictions will need to transfer to the city with the deed.

The county/city can have an MOU dealing with the LWCF restrictions on the land and the city willingness to assume perpetual responsibility (ultimately the county will still be responsible for the entire 36 acres from NPS's perspective).

Please let me know if you have further questions.

Bayard Alcorn
Bayard Alcorn
Recreation Grants and Outreach Program
NC Div. of Parks and Recreation
1615 MSC
Raleigh, NC 27699-1615
www.ncparks.gov/partf

Phone: 919-707-9358

From: Alcorn, Bayard
Sent: Tuesday, January 10, 2017 3:50 PM
To: 'wparrish@leecountync.gov' <wparrish@leecountync.gov>
Subject: Deed Restrictions - Kiwanis Park

Ms. Parrish,

Attached are the deed restrictions for Kiwanis Park that we discussed.

I've contacted the National Park Service with the question about a land transfer between public agencies while maintaining the park for public recreation.

I'll let you know what I hear from them.

I hope there is some accommodation for this possibility, but I have yet to find an example.

Bayard

Bayard Alcorn
Recreation Grants and Outreach Program
NC Div. of Parks and Recreation
1615 MSC
Raleigh, NC 27699-1615
www.ncparks.gov/partf

Phone: 919-707-9358

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT

Meeting Date: April 3, 2017

ITEM NO. IV. B.

Information
 Action Item
 Consent Agenda

SUBJECT: OT Sloan Pool Upgrade

DEPARTMENT: Administration/Parks and Recreation

CONTACT PERSON: John Crumpton

REQUEST: Approve upgrades to OT Sloan Pool.

SUMMARY: The County Commissioners discussed the needed pool improvements with the public at a meeting held on September 19, 2016. In addition, staff presented a plan from Aquatic Designs at the November 21, 2016 meeting about estimated costs for adding a new filtration system, heating system and bulkhead for competitive swimming. The total estimated cost for these improvements was \$300,000. The County is currently moving forward on the painting of the pool. Attached you will find quotes from the painting contractor, Southeast Aquatics Group, for installing the filtration and heating system at the pool. In addition, we are waiting on final quotes for the bulkhead purchase and installation; however, initial estimates put this cost at \$145,000. If we want the improvements to continue and be ready for the fall, the county needs to commit to these projects as soon as possible. Southeast Aquatics Group is starting set up for the painting of the pool. They have provided us the costs for both the filtration and heating systems after the County worked with Pentair on discount pricing for the equipment.

BUDGET IMPACT: Filtration System \$58,545, Heating System \$47,725 and an estimated amount of \$145,000 for the bulkhead. Total with consultant fees (\$15,000) will be \$266,270.

ATTACHMENT(S): Estimates from Southeast Aquatics Group.

PUBLIC HEARING: N/A

PRIOR BOARD ACTION: On September 19th, 2016, the Commissioners asked staff to review options to upgrade the OT Sloan Pool. At the November 21st meeting, staff gave an update on the progress of the potential upgrades and the Board approved a contract for painting of the pool at the meeting.

RECOMMENDATION: Staff is recommending that the County move forward immediately with the Filtration and Heating systems. In addition, we are recommending that a total of \$266,270 be transferred from fund balance to Parks and Recreation for all of the needed improvements.

Estimate



9660 Falls of Neuse Road
Suite 138-236
Raleigh, NC 27614
(919) 539-6572

Date	Estimate #
3/19/2017	1013

Name / Address
Lee County 408 Summit Drive Sanford, NC 27331

Ship To
OT Sloan Pool 1420 Bragg Street Sanford, NC 27331

Description	Qty	Cost	Total
Pool Repair / Renovation-Install Two (2) Pentair PM 1250NACC2BXN 1.2M BTU Powermax pool heaters. -SAG will remove fence as needed and set the Two(2) Powermax heaters inside the pool area as directed by Lee County Staff. -SAG will bore four holes through the brick wall. -SAG will plumb the heaters as directed by the manufacturer, providing all valves to by pass the heaters if needed. -SAG will instruct staff on correct operation of heaters. -All gas and electrical connections as well as any fencing required are the responsibility of the Owner. -Payment terms to be negotiated based on equipment pre-payment requirements. -A 10% discount was provided by Pentair Pool to W.W. Adcock and passed along through SAG to Lee County on this equipment. ***Heater Lead Time-8 Weeks*** Lee County 7.00% Sales Tax	1	47,725.00	47,725.00
		7.00%	0.00
Thank you for your business! Southeast Aquatics Group EIN:27-1646042		Total	\$47,725.00

Customer Approval _____
Signed _____

Printed _____

Date _____



9660 Falls of Neuse Road
Suite 138-236
Raleigh, NC 27614
(919) 539-6572

Estimate

Date	Estimate #
3/19/2017	1012

Name / Address
Lee County 408 Summit Drive Sanford, NC 27331

Ship To
OT Sloan Pool 1420 Bragg Street Sanford, NC 27331

Description	Qty	Cost	Total
Pool Repair / Renovation-Install Two (2) Pentair 144296 42"x96" horizontal filter tanks with One (1) Pentair 155720 Dual Filter manifold kit with butterfly valves. -SAG will remove all sand and gravel from three (3) filter tanks -SAG will remove One (1) existing filter tank for the dive well from the filter room -SAG will remove Two (2) filter tanks for the lap pool and dispose -SAG will rig and install Two (2) new 42"x96" tanks for the lap pool into the filter room. -SAG will rig and install the One (1) existing filter tank for the dive well. -SAG will install the Dual Filter Manifold kit and re-plumb the filter room to make the new tanks operational. -SAG will install 700 lbs. of pea gravel and 2,800 lbs. of filter sand each for three (3) filter tanks. -SAG will make the system operational and train staff as to correct operation of the new system once the pools are full and filtering. -Payment terms to be negotiated based on equipment pre-payment requirements. -A 10% discount was provided by Pentair Pool to W. W. Adcock and passed along through SAG to Lee County on this equipment. ***Filter Tank & Manifold Lead Time-8Weeks*** Lee County 7.00% Sales Tax	1	58,545.00	58,545.00
		7.00%	0.00
Thank you for your business! Southeast Aquatics Group EIN:27-1646042		Total	\$58,545.00

Customer Approval _____
Signed _____

Printed _____

Date _____

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT

Meeting Date: April 3, 2017

ITEM NO. IV. C.

Information
 Action Item
 Consent Agenda

SUBJECT: Award of Engineering Contract – Colon/Osgood Water Project

DEPARTMENT: Administration

CONTACT PERSON: John Crumpton

REQUEST: Approve contract with McGill Associates for engineering and other services for the Colon/Osgood Water Project.

SUMMARY: This issue has been ongoing for the County Commissioners for over two years. This request is to begin the engineering work on constructing of water lines to the residents around the Charah Coal Ash Structural Fill location. The engineering work will begin with a survey of the residents to ensure that they want the water lines run to their house and are willing to pay the monthly bill associated with using the water. Then the intent of the loan from the city is to run the water lines to each house much like a CDBG program. McGill and Associates has this type of experience. They also have recent experience working with the City of Sanford.

BUDGET IMPACT: A not to exceed amount has been negotiated for each phase of the project. Within each phase, McGill will be an hourly rate. The estimated time to complete all phases is difficult to estimate based on the scope of work. The total not to exceed amount is \$56,300. There will also be a fee for easement development of \$1,000 per easement. Until the survey is complete, the level and scope of the easements is an estimate at this time.

ATTACHMENT(S): Engineering Contract with Scope of Work

PUBLIC HEARING: N/A

PRIOR BOARD ACTION: The Board of Commissioners has discussed this issue on numerous occasions since November of 2014 when Duke Energy and Charah announced a coal ash storage facility would coming to Lee County.

The most recent discussion by the BOC was approving a loan from the City of Sanford to engineer and construct the water lines necessary to serve the citizens around the Charah Coal Ash Storage Facility. The Board of Commissioners instructed staff to begin negotiations with McGill and Associates at the March 6, 2017 meeting.

RECOMMENDATION:

Approve contract with McGill Associates for engineering and other services for the Colon/Osgood Water Project.

March 24, 2017

Mr. John Crumpton, Manager
Lee County
408 Summit Drive
Sanford, North Carolina 27331

RE: Proposal for Professional Services
Colon Area Water Lines Extension
Lee County, North Carolina

Dear Mr. Crumpton:

Pursuant to your request, McGill Associates (McGill) is pleased to provide this proposal to Lee County to provide professional services for the above referenced project. Based on our recent meeting and my follow-up conversation with the County's Environmental Health Department, we understand this project to involve an extension of the City of Sanford's existing water distribution system to serve residences in the Colon-Osgood area that are experiencing elevated levels of hexavalent chromium in their private drinking water wells.

As a first step, we understand our services to include contacting all "Priority One" residents (total of 22) listed on the "Affected Private Well Property Owners" spreadsheet and map that were previously e-mailed to me by County staff to confirm which residents are interested in being connected to the City's distribution system. From this process, McGill will generate a final listing of properties to receive service as part of this project for review and approval by the County.

Based on our preliminary analysis, water main extensions within North Carolina Department of Transportation (NCDOT) right-of-way appear feasible on several roads within the project area (Amos Bridges Road, Old Colon Road, and a portion of Birchard Road), while extensions along private roads (Tabitha Lane, Hawkinberry Lane, and the end of Birchard Road) will occur on private property. As a result, McGill will work closely with the County's preferred attorney to pursue permanent and temporary easements as necessary prior to construction.

Based on our understanding of the project scope, McGill proposes to provide the following **Scope of Basic Services**:

Existing Residence Survey Phase – To Be Performed By Martin-McGill, Inc.

1. Develop a strategy for contacting the 22 property owners provided on the County's Affected Private Well Property Owners spreadsheet to confirm their interest in connecting to the City's water system. This strategy will include a combination of mailers, phone calls, and site visits as necessary. It may be necessary to have a County Law Enforcement Representative accompany us door to door in some areas for safety purposes.

Mr. John Crumpton
March 24, 2017
Page 2

2. Work with the County's attorney to develop a standard set of documents that will be presented to each homeowner that will either confirm or deny their desire and intent to connect. Our objective will be to obtain signatures from each property owner but as with any effort of this nature, it may not be possible to obtain all signatures and there may be a need to transition some back to the County for final disposition. The documentation will also include the City's existing water rate structure, and clear communication that connecting to the system will result in a monthly water bill. Furthermore, the documentation will note that land disturbance on private property will be necessary to connect each residence to the distribution system.
3. Submit the final listing of residences to be connected to Lee County and the City of Sanford for review and approval. Upon the County's review and written concurrence with the list, proceed with the Surveying, Engineering Design, and Permitting phase.

Surveying, Engineering Design, and Permitting

1. Meet with representatives from Lee County and the City of Sanford to initiate communications, define schedules, discuss approvals, gather initial data and information, and to fully determine the technical requirements for the project.
2. Conduct initial field investigations and route evaluations, and consult with the County and the City to recommend and finalize the preferred water main extension locations.
3. Perform all topographical surveying of the selected water main routes. Collect all relevant data necessary to design the project including: existing infrastructure, trees, landscaping, above- and below-ground structures, property corners and right-of-way irons, and topography. Verify the location of existing NCDOT right-of-way limits. Please note that McGill intends to survey routes for proposed water main extensions only, and does not intend to provide topographical survey data for service lateral extensions.
4. Using the survey information, prepare detailed engineering design plans and technical specifications for the proposed water mains and related appurtenances in accordance with City of Sanford water distribution system standards.
5. Submit preliminary project plans and specifications to Lee County and the City of Sanford for review. Meet with City and County staff to discuss the plans and specifications as necessary, and make applicable changes as requested.
6. Prepare and submit permit applications to all regulatory agencies having jurisdiction over the project, including but not limited to the NCDEQ Public Water Supply Section and NCDOT. Permit application fees are not included in McGill's fee and shall be paid directly by the Owner.

7. Incorporate applicable regulatory review comments into the final project plans and specifications.

Easement Plat Preparation

1. Oversee and prepare easement plats for each property that requires an easement. It is assumed in this proposal that plats will only be needed for proposed water main extensions on private property since the mains will ultimately be maintained by Sanford. Plats are assumed not to be needed for service lateral connections to existing mains unless the laterals will be required to cross an adjacent private property.
2. Plats will clearly outline property and project parameters, for the purposes of securing additional right-of-way, permanent easements, and/or temporary construction easements to construct the project. Plats will be generated on a sheet size acceptable to the County, and in accordance with State of North Carolina and Lee County Register of Deeds standards. Proposed easement widths will be coordinated with Lee County and the City of Sanford.

Easement Acquisition Assistance – To Be Performed By Martin-McGill, Inc.

1. Meet with County to review parcel maps, project schedule, existing documentation, the list of approved property owners to receive service, and other important considerations. Discuss the County's approach for returning the property to the state that it was in prior to construction, and additional measures that the County is willing to undertake.
2. Work with the County to understand and document their approach to condemnation in the event that a property owner refuses to grant an easement.
3. Obtain a copy of County's existing permanent and temporary construction easement document templates. If no such documents exist, drafts will be prepared and provided to the County's attorney for review and final approval.
4. Prepare and mail a letter of project introduction to each property owner requesting that they contact us. If no contact is made within the allotted timeframe, a second letter will be sent.
5. Initiate telephone contact to introduce ourselves as the County's Easement Acquisition Agent, and make an appointment with local property owner(s) to review the proposed easement.
6. Meet with the property owner to discuss and review the easement survey and easement document. Discuss the procedure for completing the easement negotiation process and the project schedule. Attempt to secure the property owner signature(s) on the easement document. Notarize signature(s) where appropriate.

7. After each encounter with a property owner, update each file as required, giving special attention to the property owner(s) needs; appropriate follow-up including the property owner's place of work, telephone number(s) and addresses; exact signature(s) required for the easement document; the agent's comments regarding the property owner's responses and the apparent attitude regarding the proposed easement; and note any and all special needs in each property owner's file. Maintain copies for County.
8. Meet with property owner (second time – if necessary) to attempt to close the negotiations and obtain property owner's signature if possible. During the meeting, give property owner the opportunity to express objections and explain special needs, counter with a solution which reflects the property owner's expressed needs, where feasible, and attempt to obtain property owner's approval of easement document and / or signature on easement. If it is not possible to obtain a signature from the property owner, we will provide an agent's conclusion that an agreement is not possible to the County and turn the file over to them.
9. Deliver signed easement agreements to the County for recording.
10. Conduct a follow-up telephone call to the property owner to express appreciation and verify receipt of a copy of the recorded easement agreement.
11. Conduct project close-out. Meet with County to discuss each parcel for which agreement could not be reached. Coordinator will make final telephone appeal to each property owner and recommend appropriate course of action to County. Prepare a final project report, including the status of all easements. Meet with the County to review the close-out report and provide parcel (property owner) file copies to County for record retention purposes.

The above easement scope of work is based on the following assumptions:

1. The County will provide any known information on parcel owners.
2. A maximum of two (2) site visits will be performed for each property in an attempt to secure the easement. Additional visits beyond this amount will be considered Additional Services.
3. The County's preferred attorney will perform initial deed research to validate and document who holds clear title to each property and the exact names that should be included on each easement agreement. Attorney fees are not included in McGill's fees and shall be paid directly by Lee County to the selected attorney.
4. The County will be responsible for providing any additional necessary legal, notary, appraisal or other professional services that may be needed that are not listed in the above scope of services.

Bid and Award Phase

1. Upon notification by Lee County to proceed with bidding, prepare complete Bidding and Construction Document packages for the project, including but not limited to McGill standard front end documents, General and Supplementary Conditions, Special Conditions, and technical specifications.
2. Manage the competitive bidding process, including the following:
 - a. Coordinate the bid advertisement, allowing ample time to receive Contractor bids. Costs to run advertisements in local newspapers shall be paid directly by Lee County.
 - b. Assist Lee County with scheduling a pre-bid conference and attending the meeting.
 - c. Distribute bid packages to prospective bidders.
 - d. Respond to bidder inquiries concerning the technical aspects of the project.
 - e. Prepare all necessary addenda to the bid packages, and distribute the addenda to all planholders.
 - f. Attend the project bid opening; and assist County staff with analyzing and tabulating contractor bids; reviewing bids for accuracy; re-checking tabulations; and reviewing bid documents for eligibility and completeness.
 - g. Provide a letter of recommendation to Lee County for acceptance of the lowest responsible bid and award of construction contracts to the lowest responsible bidder.
 - h. After award of the project, notify the successful bidder, and request copies of bonds and insurance certificates. Review bonds and insurance certificates for compliance with the Contract Documents.
 - i. Provide other technical assistance, as required throughout the bidding process.

Construction Administration and Periodic Observation Services

1. Prepare final formal Contract Documents for execution by Lee County and the Contractor.
2. Schedule, prepare an agenda for, and attend a pre-construction conference with County and City staff, the selected Contractor, NCDOT, and all applicable parties prior to construction.
3. Provide periodic construction observation services (up to 16 hours per week) to verify conformance with the approved plans and technical specifications. Interpret the general intent of the project plans, specifications and Contract Documents to help protect Lee County and the City of Sanford from defects and deficiencies in construction. Generally judge the performance of all parties to the contract.

Mr. John Crumpton
March 24, 2017
Page 6

4. Make recommendations to Lee County on all claims by all parties to the contract related to the execution and performance and progress of the work and all other matters and questions related thereto, for final decision by the County.
5. Review and approve shop and working drawings provided by the Contractor.
6. Provide assistance in responding to Contractor Requests For Information (RFIs) during the construction phase of the project. Act as the interpreter of the requirements of the Contract Documents.
7. Review the Contractor's Change Order requests, and make recommendation to the County regarding acceptance. Prepare written documents for all accepted Change Orders.
8. Review and approve the Contractor's Pay Applications as necessary in accordance with the Contract Documents.
9. Prior to the approval of final payment to the Contractor, make final inspection of all construction and provide a written Certification of Completion and recommendation of final acceptance.
10. Prepare and submit two (2) hard copies of signed and sealed record drawings to both the County and the City upon completion of construction.
11. Complete and submit all final engineering certifications to the appropriate regulatory agencies having jurisdiction over the project.
12. Expedite all warranty corrections which are required of the Contractor, and observe and approve all warranty corrections which are made subsequent to project completion.

Basis For Compensation:

Based on our understanding of the project scope, McGill proposes to provide the above described services for the following fees:

Existing Residence Survey Phase:	\$7,500 Maximum Not To Exceed
Surveying, Engineering Design and Permitting:	\$28,900 Maximum Not To Exceed
Easement Plat Preparation	\$1,000/Parcel
Easement Acquisition Assistance	\$2,000 Maximum Not To Exceed/Parcel
Bid and Award:	\$5,000 Lump Sum
Construction Administration & Periodic Observation:	\$12,900 Maximum Not To Exceed

Additional Services:

Please note that the following services are not included in this proposal, and will be considered Additional Services that can be provided if necessary in accordance with the attached Basic Fee Schedule.

1. Contacting or coordinating service extensions to additional properties that are not included on the 22 Affected Private Well Property Owners spreadsheet provided to McGill by County staff.
2. Making revisions to design plans or technical specifications when such revisions are inconsistent with approvals or instruction previously given by the County or City, or are due to causes beyond the control of McGill Associates.
3. Preparing an estimate of fair market value for proposed easements.
4. Preparation of easement plats for service lateral extensions that do not cross an adjacent parcel.
5. Attendance at more than two (2) field meetings with existing residences during the easement negotiation process.
6. Construction surveying, which we assume to be the responsibility of the Contractor.
7. Geotechnical services before or during construction.
8. Preparation of Environmental Assessments or Environmental Information Documents.
9. Well testing services.
10. Legal services associated with proposed easements, which shall be provided by the County's attorney of choice, and invoiced directly to the County.
11. Payment of regulatory permit application fees and payment of bid advertisement costs.
12. Providing services of other professional consultants for items of work other than those outlined under Basic Services.
13. Preparing to serve and/or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than as specified in the Basic Services above.
14. Providing professional services made necessary by default of the Contractor in the performance of the Construction Contract.

Mr. John Crumpton
March 24, 2017
Page 8

15. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with the generally accepted Engineering practice.

Owner (County) Responsibilities

1. The Owner or their representative shall provide full information regarding the existing and proposed facilities on the site, and McGill shall be entitled to rely upon the accuracy and completeness thereof.
2. The Owner shall designate a representative authorized to act in his behalf with respect to the Project. The Owner or their representative shall examine documents submitted by McGill and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of McGill's work.

Mr. Crumpton, we appreciate the opportunity to provide this proposal to Lee County for this important project, and we are prepared to begin work immediately upon your authorization to proceed. If this proposal is acceptable, please sign the attached Consulting Services Agreement and return one copy to our office.

As always, if you have any questions related to this proposal, please feel free to contact me at 910-295-3159.

Sincerely,
McGILL ASSOCIATES, P.A.

Mike Apke, P.E.
Principal

Enclosures: Consulting Services Agreement
Basic Fee Schedule

17.04001/John Crumpton Proposal.doc

CONSULTING SERVICES AGREEMENT

This contract entered into this _____ day of _____, 2017 by and between Lee County, North Carolina hereinafter called the Client, and McGill Associates, P.A.;

Witnesseth that:

Whereas, the Client desires to engage McGill Associates to provide consulting services; and,

Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,

Whereas, McGill Associates desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: McGill Associates shall provide the services attached hereto in the Exhibit "Basic Services" to this Agreement, hereinafter called services. Fees for additional services will be negotiated with the client prior to proceeding with the work.

2. Standard of Care: McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

5. Compensation: The Client shall pay the compensation to McGill Associates set forth in the Exhibit "Basis for Compensation" attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within sixty (60) days of receipt of the invoices. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

6. Personnel: McGill Associates represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, McGill Associates may do so at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

8. Termination: This Agreement may be terminated for convenience by either the Client or McGill Associates with fifteen (15) days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within five (5) days of written notice and diligently complete the correction thereafter. On termination, McGill Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: McGill Associates liability for Client's damages will, in aggregate, not exceed the total fees paid by the Client for the Scope of Services referenced herein or \$500,000, whichever is greater.

This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that the deliverables are intended for the exclusive use and benefit of, and may be relied upon for this project only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Secondary Client Agreement.

13. Excusable Delay: If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold McGill Associates, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit "Scope of Services" or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates. Furthermore, McGill agrees to indemnify, defend and hold the Client harmless from any claims brought against the Client as a result of McGill's work.

15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. Attachments to this document:

1. Proposal including Scope of Services and Basis For Compensation

Client: Lee County North Carolina
Authorized Signature:

Print Name: _____

Title: _____

Address: 408 Summit Drive
Sanford, North Carolina 27331

McGill Associates, P.A.

Print Name: Michael S. Apke, P.E.

Principal – Pinehurst Office

5 Regional Circle, Suite A
Pinehurst, North Carolina 28374

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT

Meeting Date: April 3, 2017

ITEM NO. V. A.

Information
 Action Item
 Consent Agenda

SUBJECT: Approve FY 17-18 State Consolidated Agreement

DEPARTMENT SECTION: Health Department

CONTACT PERSON: Heath Cain

REQUEST: This is a request for the Board of Commissioners to approve the FY 17-18 State Consolidated Agreement

SUMMARY

This Agreement is made between the North Carolina Department of Health and Human Services, Division of Public Health ("State") and the Lee County Health Department ("Department") for the purposes of maintaining and promoting the advancement of public health in North Carolina. Now, therefore, the State and the Department agree that the provisions and clauses herein set forth shall be incorporated in and constitute the terms and conditions applicable for activities involving State funding. (State funding or funds means State, federal, and/or special funding or funds throughout this Agreement.)

BUDGET IMPACT: Reimbursement will not be made to the county until the Consolidated Agreement is signed and received by the State Contracts Office.

ATTACHMENT(S):

- 1) Summary of Changes in the FY 17-18 Consolidated Agreement (1 page)
- 2) FY 17-18 State Consolidated Agreement (34 pages)

PUBLIC HEARING: N/A

PRIOR BOARD ACTION: None

RECOMMENDATION: The Health Department respectfully requests the Board of Commissioners to approve the FY 17-18 State Consolidated Agreement.

Summary of Changes to the FY 2017-2018 Consolidated Agreement (CA). The more robust changes are explained.

1. Section A. Paragraph 8- The Department shall provide to the State a copy of any rules adopted or rescinded by the Local Board of Health pursuant to G.S. 130A-39 and Public Health Ordinances adopted by the County Commissioners, within 30 days of adoption or **recision**. These rules and ordinances are to be sent to the Local Technical Assistance and Training Branch (LTAT).
2. Section A. Paragraph 10-Clarified the language and accompanying due dates regarding the Community Health Assessment, Action Plans, and SOTCH.
3. Section A. Paragraph 13-updated the website for the NC Public Health logo.
4. Section B. Paragraph 7.c.-Establish one charge per clinical/support service for all payors (including Medicaid) based on their **related** cost. Mirrors the language in NCGS 130A.39g.
5. Section B. Paragraph 11.a.-**added certification regarding Nondiscrimination**. This is a federal requirement that was omitted in the listing. It is not a new requirement. It has been listed as part of the Federal Certifications on page 28 since it was made federal law.
6. Section C. Paragraph 4.b.1)-Clarified language as to where revenue generated by WCH programs may be expended.
7. Section D. Paragraph 2.c-re-written to clarify the process of contracting for environmental health specialist.
8. Section F. Paragraph 2-deleted certifications not related to Civil Rights as they are listed elsewhere in the document.
9. Section G. Paragraph 15-clarified month Aid-to Counties Expenditure Control Schedule is released each year.
10. Section G. Paragraph 18.f- inserted language stating the State Laboratory of Public Health shall provide a qualified Laboratory Director and a Technical consultant for local health departments' laboratories participating in the NC State Laboratory of Public Health CLIA Contract Program. Also, described the services this involves.

If you have questions or concerns, please contact your Administrative Consultant. Thanks for your continued hard work for public health in North Carolina!

cc: Danny Staley
Chris Hoke
Allen Hawks
Jeneen Preciose
Administrative Consultants
PHMT

FY 2018 CONSOLIDATED AGREEMENT

This Agreement is made between the North Carolina Department of Health and Human Services, Division of Public Health (“State”) and the Lee County Health Department (“Department”) for the purposes of maintaining and promoting the advancement of public health in North Carolina. This Agreement shall cover a period from July 1, 2017 to June 30, 2018 and shall remain in force until the next Fiscal Year Agreement is signed except as provided for in Section J. Termination.

Now, therefore, the State and the Department agree that the provisions and clauses herein set forth shall be incorporated in and constitute the terms and conditions applicable for activities involving State funding. (State funding or funds means State, federal, and/or special funding or funds throughout this Agreement.)

A. RESPONSIBILITIES OF THE DEPARTMENT

1. The Department shall perform activities in compliance with applicable program rules contained in the North Carolina Administrative Code, as well as all applicable federal and State laws and regulations.
2. The Department shall perform the activities specified in the Agreement Addenda for State-funded budgets. The Department must negotiate these Agreement Addenda in good faith to the satisfaction of State representatives as part of the Agreement execution. The Department will meet or exceed the Agreement Addenda levels unless extenuating circumstances prevail and are explained in writing to the State section, branch or program.
3. The Department shall report client, service, encounter, and other data as specified by applicable program rules, Agreement Addenda for State-funded budgets, and by North Carolina Administrative Code.
4. The Department shall provide access to patient records to authorized staff from the Division of Public Health (DPH) for technical consultation, program monitoring, and program evaluation, as specified by applicable program rules, Agreement Addenda for State-funded budgets, and by North Carolina Administrative Code.
5. The Department shall provide client, service, encounter, and other data through the State’s centralized automated systems for claims creation and submission for processing to the State’s Medicaid agency except as allowed by NCGS 130A – 45.13 and SB245 passed in the 2011 session. To ensure that such data is accurately linked to the specific client served in a manner that results in a unique identifier from the DHHS Common Name Data Service except as allowed by SB245 passed in the 2011 session, the Department shall allow the State to submit (on its behalf) the Social Security Numbers of all clients to the Social Security Administration for verification.
6. The Department shall share data to support efforts of the public health system, represented by the local health departments, local health programs, and the State (the parties), in order to meet public health objectives. The data will be shared in a manner which respects the confidentiality and integrity of each party’s data and protects the privacy of individual client health information. Sharing data includes providing client information allowed as permitted disclosures under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, HIPAA Administration Simplification Provisions Sections 261 through 264, 45 CFR 164.512.
7. The Department shall administer and enforce all rules that have been adopted by the Commission for Public Health, ratified by the North Carolina General Assembly, or adopted by the Local Board of Health.

8. The Department shall provide to the State a copy of any rules adopted or rescinded by the Local Board of Health pursuant to G.S. 130A-39 and Public Health Ordinances adopted by the County Commissioners, within 30 days of adoption or rescission. These rules and ordinances are to be sent to the Local Technical Assistance and Training Branch (LTAT).
9. The Department shall have policies related to conflict of interest, and policies and procedures for Human Subjects Clearance. Each staff member shall receive a copy of these policies.
10. The Department shall provide to the Local Technical Assistance and Training (LTAT) Branch Head or designee:
 - a. A comprehensive community health assessment (CHA), prepared at least once every four years and provided by the first Monday of March, for each county or health district. The CHA should be a collaborative effort with local partners such as hospitals, community partners, and the local Healthy Carolinians Partnership (if such exists), and shall include collection of primary data at the county or district level, and secondary data from the State Center for Health Statistics and other sources. The CHA shall include a list of community health problems based on the assessment and an analysis of the data. Each identified problem shall be prioritized and described in the narrative. The CHA will include data analysis of those indicators listed in the Accreditation Self-Assessment Inventory, Benchmark 1, Activity 1.1.
 - b. An action plan, due no later than the first Monday in September following the completion of the comprehensive community health assessment (CHA) in March. The action plan incorporates three community health problems identified in the CHA process as three priorities. An action plan is written for each priority.
 - 1) Two of the three priorities must be from the 13 Healthy North Carolina 2020 (HNC 2020) focus areas. Each of the two priorities from the 13 HCNC 2020 focus areas must implement two new evidence-based strategies (EBS) each time they are identified as one of the three priorities. If the Department desires to continue implementing an EBS associated with the previous CHA cycle, the Department must show evidence that it is expanding the target population and must request an exception. Requests for exceptions shall be made to the LTAT Branch Head or designee. All EBS shall include a plan for staffing, training, implementation, monitoring and evaluation.
 - 2) The third priority requires an action plan but the intervention or interventions are not required to be evidence-based. Only one intervention is required.
 - c. A state of the county or district health report (SOTCH) for each of the interim years between community assessments. The SOTCH is due by the first Monday of March in years when the CHA is not provided.
 - d. Refer to CHA tools at <http://publichealth.nc.gov/lhd/cha/resources.htm>.
11. The Department shall provide formal training for its Board of Health (BOH). The LTAT Branch shall notify the Department no later than April 30 of the name of the contractor who can provide this training during the upcoming fiscal year. First priority should be given to training newly appointed members with the ultimate goal of having all BOH members trained as time and resources allow. Continuing education updates on topics of special interest are strongly encouraged after general board member orientation has been provided for all BOH Members.
12. The Department shall provide Network and Internet access at its facilities (or to the county network where desired) at a minimum speed of a full T1 line in order to:

- a. Connect with the North Carolina Health Alert Network (HAN), North Carolina Electronic Disease Surveillance System (NCEDSS), North Carolina Immunization Registry (NCIR), Health Information System (HIS)
- b. Rapidly communicate email alerts to and from DPH regarding bioterrorism and public health topics (outbreaks, emergency alerts, etc.)
- c. Access DPH training material and information used for training staff, including access to webinars
- d. Maintain a secure infrastructure for remote data entry in the local health departments
- e. Report electronically all required Environmental Health Section inspection data in the format and frequency specified by DPH. (Paper copies of inspection data are no longer accepted for Food, Lodging, and Institutions inspections.)

The Department will maintain the above-described minimum connection. The Department may choose any provider (ISP) that they wish. The Department will also ensure security of a minimum of a T1 connection at the Department location. The Department may utilize security products (i.e., firewalls) of their choosing to maintain network connectivity and security integrity. The Department network configuration and security practices must allow communication with systems within the state network.

13. The Department shall incorporate basic elements of the North Carolina Public Health logo and theme line (slogan) into communication materials developed for programs and services that depend, in whole or in part, upon State funding. The logo files can be obtained on the DHHS website at <http://publichealth.nc.gov/nchhsrebrand/>. Such communication materials could include letterhead, business cards, brochures, pamphlets, advertisements or announcements, signs and marketing/promotional materials. The Department is encouraged to incorporate its own name with the logo.
14. The Department shall notify the LTAT Branch any time there is a legal name change to the Department; in addition, if the Department becomes part of a consolidated human services agency, the Department shall send to the LTAT Branch an organization chart reflecting the new structure of the consolidated human service agency so that the State will know who to contact related to public health issues.
15. The Department shall notify the DPH Deputy Director in writing 90 days in advance of any planned discontinuance of either Care Coordination for Children (CC4C) or Obstetric Care Management (OBCM) programs. A letter co-signed by the DPH Deputy Director and the Department's local Health Director is required approving a joint transition plan that includes input from the appropriate local partners. Failure to comply with this provision may result in the withholding of all funds from the Department at the discretion of the DPH Deputy Director. (See Attachment A for Discontinuance of the OBCM or CC4C Program requirements.)
16. The Department may not require a client to present identification that includes a picture of the client for at least immunization, pregnancy prevention, sexually transmitted disease and communicable disease services.
17. The Department shall assure the State that expenditures of locally appropriated funds (Maintenance of Effort, or MOE) is maintained for maternal health, child health, and family planning program activities equal to or greater than that reported on the Staff Time Activity Report for the period July 1, 1984 through June 30, 1985. This figure will be increased annually based on a federally accepted inflation index (first updated FY 2000-2001 Agreement). This revised baseline figure has

been calculated and is provided as Attachment B to this Agreement for the Department's use in budget preparation.

18. The Department shall retain records including electronic records in accordance with the State's basic records retention policy and in accordance with the retention of those records as described in Section C.1.e. Records resulting from these Services shall not be destroyed, purged or disposed of without the express written consent of DPH during the period specified in the State's records retention policy and in accordance with State and federal law. The State's 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 Agreement 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.

B. FUNDING STIPULATIONS

1. Funding for this Agreement and all Agreement Addenda is subject to the availability of State, federal, and Special Funds for the purpose set forth in this Agreement.
2. During the period of this Agreement, the Department shall not use State, federal or Special Project funds received under this Agreement or any Agreement Addenda to reduce locally appropriated funds as reflected in the Local Appropriations Budget (see item C.2. below.)
3. The Department shall not use personal health program funds to support environmental health programs nor use environmental health program funds to support personal health programs.
4. The county shall submit monthly reports of On-Site Wastewater activities to the On-Site Water Protection Branch in the Environmental Health Section of DPH in the format provided by the Section.
5. The Department shall comply with Standards for Mandated Public Health Services, 10A NCAC 46, Section .0200; and Administrative Procedures Manual for Federal Block Grant Funds, 1 NCAC 33, Sections .0100 - .1502.
6. The Department shall maintain signed employee time records to document the actual work activity of each employee on a daily basis. The percentage of time each employee spends in each activity shall be converted to dollars based upon the employee's salary and benefits at least on a monthly basis. The computation shall support the charges for salaries and benefits to all federal and State grants (as required in OMB Circular A87) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.
7. For Departments participating in Medicaid Reimbursement, the Department shall:
 - a. Execute a Provider Participation Agreement with the Division of Medical Assistance. Health departments receiving at least \$5,000,000 in Medicaid receipts annually, as identified by the Division of Medical Assistance, must sign, as part of their continuing participation as a Medicaid provider, a Letter of Attestation affirming that: (1) detailed information is provided to employees, contractors and agents about the Federal and State False Claims Acts and (2) written policies and procedures are in place to detect and prevent fraud, waste and abuse.

- b. Make every reasonable effort to collect its cost in providing services, for which Medicaid reimbursement is sought, through public or private third party payors except where prohibited by federal regulations or State law; however, no one shall be refused services solely because of an inability to pay.
 - c. Establish one charge per clinical/support service for all payors (including Medicaid) based on their related costs as stated in NCGS 130A.39.g. All Payors must be billed the same established charge except when billing 340B Drug Pricing Program drugs or devices to Medicaid. All drugs or devices purchased using 340B Program must be billed to Medicaid at the acquisition cost. The Department may accept negotiated or other agreed upon lower amounts (e.g., the Medicaid reimbursement rate) as payment in full.
8. Subject to the availability of funds and approval of the Public Health Nursing and Professional Development Unit, the Department may request reimbursement for:
- a. Nursing service personnel participating in *Principles and Practices of Public Health Nursing* course. Reimbursement is \$400 per participant upon successful completion of the course. Reimbursement requests must be filed by the Department within the same fiscal year the course is completed. (Attachment C)
 - b. Health Department Management/Supervision level staff participating in the *Management and Supervision for Public Health Professionals* course. Reimbursement is \$600 per participant upon successful completion of the course. Reimbursement requests must be filed by the Department within the same fiscal year the course is completed. (Attachment D)
9. Equipment is a type of fixed asset consisting of specific items of property that: (1) is tangible in nature; (2) has a life longer than one year; and (3) has a significant value.
- a. For Inventory Purposes
 - 1) Equipment must be accounted for in accordance with the North Carolina Department of State Treasurer Policies Manual, Chapter 20, and Fixed Assets Policy.
 - 2) All equipment with an acquisition cost of \$500 or more which is purchased with Women, Infants and Children (WIC) Program Funds, must be inventoried with the Women's and Children's Health Section.
 - b. For Prior Approval Purposes
 - 1) All equipment purchased or leased with an acquisition cost exceeding \$2,500 [except in WIC; see subparagraph (2) below for WIC requirements], where there is an option to purchase with State/federal funds, the purchase or lease must receive prior written approval from the appropriate Branch/Section. For those purchased with Public Health Preparedness & Response Grant funds only, any purchase exceeding \$2,500 per invoice [e.g., if the Department is purchasing a computer, monitor, and printer totaling more than \$2,500 or purchasing six computers at \$500 each] should be treated as one purchase for purposes of prior approval.
 - 2) For WIC, all computer and medical equipment purchased or leased, must receive prior written approval from the Branch regardless of cost. In addition, all other tangible assets (non-computer/medical) with an acquisition cost exceeding \$500 must receive prior approval.
 - c. For Accounting Purposes: The Department must utilize the depreciation schedule provided by the State for all assets with an acquisition cost of \$5,000 or greater. The accumulated depreciation should be recorded in the general fixed assets account group.

10. Prior approval required for purchases other than equipment:
 - a. For Public Health Preparedness & Response grant funds, purchases for meals and refreshments must receive prior written approval from the PHP&R Branch.
 - b. The use of Women's and Children's Health Medicaid fees for capital improvements requires prior written approval from the Women's and Children's Health Section.
11. The Department agrees to execute the following Consolidated Federal Certifications attached to this Agreement as applicable when receiving Federal funds:
 - a. Certification regarding Nondiscrimination
 - b. Certification regarding Drug-Free Workplace Requirements
 - c. Certification regarding Environmental Tobacco Smoke.
 - d. Certification regarding Debarment
 - e. Certification regarding Lobbying
12. When administering the Women, Infants, and Children's Program (WIC), the Department must adhere to the requirements set forth in Section 361 of the Healthy Hunger-Free Kids Act of 2010 which amended Section 12(b) of the Richard B. Russell National School Lunch Act (NSLA), 42 USC 1760(b). This Act requires the Department to support full use of the Federal administrative funds provided for the WIC program. The federal administrative funds are specifically excluded from budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs and travel restrictions.
13. Pursuant to the Federal Funding Accountability and Transparency Act (FFATA), the Department is required to submit to DPH information that is reportable by DPH for all qualified subawardees of federal funds. The Department will complete and submit the Federal Funding Accountability and Transparency Act (FFATA) Data Reporting Requirement form provided by DPH to determine the eligibility as a subawardee for reporting purposes. Information provided by the Department will be used by DPH to report subawards (funding authorizations) equal to or greater than \$25,000 from each federal grant.

The Department shall maintain an active registration in the federal government's System for Award Management (SAM). The SAM registration must be updated no less than annually in order to maintain an active status. To update the registration, the Department must log in at the SAM home page, www.sam.gov, and follow the instructions found there.

14. Subject to the availability of funds and approval of the Environmental Health Section, the Department may request reimbursement for Centralized Intern Training (CIT) and a one-time mileage allocation. (Attachment E)
 - a. For Interns attending CIT sessions, reimbursement amounts are based on the session attended:
 - 1) Food Protection & Facilities Track — \$280
 - 2) On-Site Water Protection Track — \$560
 - 3) Tier 2 General EH Module — \$280
 - b. For Cross-training Registered Environmental Health Specialists (REHS) attending CIT sessions, reimbursement amounts are based on the session attended:
 - 1) Food, Lodging, & Institutions— \$170

- 2) Child Care & School Sanitation— \$62
 - 3) On-site Water Protection— \$450
 - 4) Private Drinking Water Wells— \$62
 - 5) Public Swimming Pools— \$62
 - 6) Tattoo— \$62
- c. A one-time mileage allocation per two REHSs from the same county per training session is based on one of the four geographical areas they are employed. Reimbursement requires successful completion of the course and requests must be filed by the Department within one year of the course completion.
- 1) Area 1 — \$57: Alamance, Caswell, Chatham, Cumberland, Duplin, Durham, Edgecombe, Franklin, Granville, Greene, Guilford, Halifax, Harnett, Hoke, Johnston, Lee, Lenoir, Montgomery, Moore, Nash, Orange, Person, Randolph, Sampson, Vance, Wake, Warren, Wayne, Wilson.
 - 2) Area 2 — \$170: Alexander, Alleghany, Anson, Ashe, Beaufort, Bertie, Bladen, Brunswick, Cabarrus, Camden, Carteret, Catawba, Chowan, Columbus, Craven, Currituck, Dare, Davidson, Davie, Forsyth, Gaston, Gates, Hertford, Hyde, Iredell, Jones, Lincoln, Martin, Mecklenburg, New Hanover, North Hampton, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Richmond, Robeson, Rockingham, Rowan, Scotland, Stanly, Stokes, Surry, Tyrrell, Union, Washington, Watauga, Wilkes, Yadkin.
 - 3) Area 3 — \$283: Avery, Buncombe, Burke, Caldwell, Cleveland, Haywood, Henderson, Jackson, Madison, McDowell, Mitchell, Polk, Rutherford, Transylvania, Yancey.
 - 4) Area 4 — \$396: Cherokee, Clay, Graham, Macon, Swain.

C. FISCAL CONTROL

1. The Department shall comply with the Local Government Budget and Fiscal Control Act, North Carolina General Statute Chapter 159, Article 3.a.
 - a. The Department shall maintain a purchasing and procurement system in accordance with generally accepted accounting practices and procedures set forth by the Local Government Commission.
 - b. The Department shall execute written agreements with all parties who invoice the Department for payment for the provision of services to patients. Exceptions may be permitted in cases where the patient has a preference for a non-contracted provider and that provider verbally agrees to abide by program requirements and to accept program payment as payment in full.
 - c. The Department, when subcontracting, must meet the following conditions:
 - 1) The Department is not relieved of any of the duties and responsibilities provided in this Agreement.
 - 2) The subcontractor will agree to abide by the standards contained herein or to provide such information as to allow the Department to comply with these standards.
 - 3) The subcontractor will agree to allow State and federal authorized representatives' access to any records pertinent to its role as a subcontractor of the Department.
 - 4) Upon request, the Department will make available to the State a copy of subcontracts supported with State or federal funds.
 - d. The Department must receive prior written approval from the State to subcontract when any of the following conditions exist:

- 1) The Department proposes to subcontract to a single entity 50 percent or more of the total State and federal funds made available through this Agreement.
 - 2) The Department proposes to subcontract 50 percent or more, or \$50,000, whichever is greater, of the total State and federal funds made available through this Agreement for any Agreement Addendum for any single public health Activity.
 - 3) The Department proposes to subcontract for services in the Women, Infants and Children (WIC) Program.
 - e. The Department shall mail a signed copy of all public health Funding Authorization documents to the DPH Budget Office, 1931 Mail Service Center, Raleigh, NC 27699-1931. The Department shall retain a copy of all Funding Authorization documents, the monthly certified electronic printed screen of the Expenditure Reports with any amendments (via the Aid-to-Counties Database), Consolidated Agreement, Agreement Addenda, Agreement Addendum Revisions and other financial records in accordance with the current Records Disposition Schedule for County and District Health Departments issued by the North Carolina Division of Archives and Records, Department of Cultural Resources and located on their website at:
<http://www.ah.dcr.state.nc.us/records/local/default.htm>.
2. Audits/Monitoring:
- a. The Department shall have an annual audit performed in accordance with the *Single Audit Act of 1984 (with amendment in 1996)* and *OMB Circular A-133*. The audit report shall be submitted to the Local Government Commission (LGC) by the County Administration (if single county health department) or the District Health Department or Public Health Authority (if so organized) within six months following the close of the Agreement. Audit findings referred to the DHHS Internal Audit Office by LGC will be investigated and findings verified by the DHHS Controller's Office staff with assistance of DPH Program Staff.
3. The Department shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each Activity covered by this Agreement in a manner consistent with instructions provided in general budgetary guidance from the DPH and the specific guidance from the respective programs and enter that budget information into the Aid-to-Counties Database for each activity funded under this Agreement.
- a. The Department shall prepare budget revisions to their Local Appropriation budgets when appropriations will be increased or decreased and enter that information in the Aid-to-Counties Database.
4. The Department shall observe the following conditions when budgeting and reporting Local Earned Revenues:
- a. Locally appropriated funds may not be supplanted by earned revenues from persons, or public or private third-party payors.
 - b. All earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it except:
 - 1) Revenue generated by Women's and Children's Health (WCH) Section Programs may be budgeted and expended (consequently reported) in any WCH Section Program activity, unless a specific Agreement Addendum has a more restrictive requirement.
 - 2) Revenue generated by a local clinic or program that has no State-funded Activity budget (no State or federal funds) should be budgeted and associated expenditures reported in a State

Program Activity that most closely matches the deliverables of the respective State program. This process will enable the collection of total expenditures in public health per program.

- c. All fees collected shall be used in the current year or succeeding fiscal years.
- d. Use of program income generated by the expenditure of federal categorical funds will be governed by applicable federal regulations, including, but not limited to, 45 CFR 4.
 - 1) Local Budgets for DHHS Reporting: After preparing Local Budgets, the Department must use the Allocation/County Line in the Aid-to-Counties Database to show the approved local funding.
 - (a) Line item 101 in the Aid-to-Counties Database must be used to budget local appropriations for each program Activity, if applicable.
 - (b) Line item 102 in the Aid-to-Counties Database must be used to budget Title XIX Medicaid earned revenues for each program Activity, if applicable.
 - (c) Line item 103 in the Aid-to-Counties Database must be used to budget other earned revenues (e.g., Home Health fees, patient fees (cash), other insurance payments, and other grants and donations) for each program Activity, if applicable.
 - (d) Line item 104 in the Aid-to-Counties Database must be used to budget Local funding associated with Teen Pregnancy Activities, if applicable.
 - (e) Line item 106 in the Aid-to-Counties Database must be used to budget Local funding for bioterrorism Activities, if applicable.
 - (f) Line item 107 in the Aid-to-Counties Database must be used to budget Temporary Food Establishment (TFE) fees collected, if applicable.
 - (g) Line item 107 in the Aid-to-Counties Database must be used to budget Limited Food Services Establishment (LFSE) fees collected, if applicable.

Note: The Department shall report **Local** expenditures in the appropriate category (e.g., 101, 102, 103, 104, or 106) in the ZZZZ line item in the Aid-to-Counties Database and TFE fees collected in Category 107 in the ZZZZ line item in the Aid-to-Counties Database.

- e. When reporting local expenditures (local appropriations, Medicaid or other earned revenues) the Department must use the electronic Aid-to-Counties Database to report the pertinent month's actual expenditures. (Note that an "actual expenditure" is one for which the item has been ordered, received, invoiced and the check has been issued) or if the Agreement Addendum allows for drawing down funds based on number of individuals screened or provided services, the actual number screened or served multiplied by the per capita rate specified in the Agreement Addendum. The Expenditure Reports must be submitted monthly in the website format and certified in the website to the DHHS Controller's Office.
 - 1) Line item 101 in the Aid-to-Counties Database must be used to report local appropriations that were expended on a monthly basis.
 - 2) Line item 102 in the Aid-to-Counties Database must be used to report Title XIX (Medicaid) earned revenues that were expended on a monthly basis.
 - 3) Line item 103 in the Aid-to-Counties Database must be used to report other earned revenues that were expended on a monthly basis.
 - 4) Local funding for Teen Pregnancy Prevention Initiatives (104) and Bioterrorism (106) must be reported in the Aid-to-Counties Database on a monthly basis.
 - 5) Line item 107 must be used to report Temporary Food Establishment fees collected on a monthly basis.

- 6) Line item 107 must be used to report Limited Food Services Establishment fees collected on a monthly basis.
 - f. A local account shall be maintained for unexpended earned revenues (i.e., Title XIX fees, private insurance or private pay [cash]). Accounts shall be maintained in sufficient detail to identify the program source generating the fees.
 - g. The amount of Title XIX fees budgeted and expended in FY 2017-2018 must equal or exceed the amount of Title XIX revenues earned during FY 2015-2016. The State will not approve program activity budgets that do not include an amount of Title XIX fees sufficient to meet the requirements of this section. The State may waive this requirement if the Department provides sufficient justification.
5. For State and federal revenues only, the Department shall submit a monthly report of actual State and federal expenditures to the DHHS Controller's Office in the Aid-to-Counties Database.
- a. Reporting in the Aid-to-Counties Database shall be by line item as referenced in Section C. Fiscal Control, Paragraphs 4.d and 4.e.
 - b. The Department shall submit a monthly Expenditure Report of the pertinent month's actual expenditures for all programs via the Aid-to-Counties Database to the DHHS Controller's Office *no later than* the dates published annually in December for the next calendar year. The schedule allows counties at least seven days to enter the pertinent month's expenditures into the Aid-to-Counties Database. Failure to meet the reporting deadline, as published in the Office of the Controller's Aid-to-Counties Expenditure Control Schedule, will result in the exclusion of those expenditures for that month. The Department must submit these monthly Expenditure Reports, via the Aid-to-Counties Database, consecutively throughout the Agreement period.

The health director and the finance officer will approve the monthly Expenditure Report in the Aid-to-Counties Database and the system will alert the staff in the DHHS Controller's Office that expenditures have been approved and certified. The "Certification" verifies that the total State and federal expenditures reported are valid for the pertinent month's actual expenditures. Local expenditures are part of the Expenditure Report, but are not included in the amount verified in the "Certification." Local appropriations must be reported monthly along with the State and federal expenditures.

- c. Departments shall keep expenditure reporting current and submit their certification of expenditures per the published DHHS Controller's Office Schedule. Funding is based on an allocation method, not a contract method, and counties receive reimbursement for services provided during one month in the following month. Therefore, the last service month to be paid in the SFY will be May services which are reported and paid in June.
- d. Expenditures of federal funds must be reported according to the funding period for a grant. Care must be taken to be attentive to the service month and payment months for each grant as well as the ending liquidation date for a grant. For each grant, the Budgetary Estimate document, the Funding Authorization document and the Agreement Addendum will have service and payment month dates listed.
- e. The Department shall submit the final Expenditure Report (via the Aid-to-Counties Database) for all programs to the DHHS Office of the Controller according to the Office of the Controller's Aid-to-Counties Expenditure Control Schedule. The Expenditure Report for May Services, which is paid in June, will be the final report period paid from the SFY. Services provided in June and reported in July will be paid out of the next SFY.
- f. The Department shall have the opportunity to submit amended expenditure reports in the month following discovery of the error. The Department should not wait to submit all adjustments with

the invoice submitted to the Office of the Controller at the end of May as that will not allow sufficient time for verification of the adjustments before the last payment in the State Fiscal Year.

- 1) In accordance with Paragraph 4.d, above, the Department must keep current on reporting adjustments against federal funds to ensure such adjustments are received in time to be paid within the grant's payment period.
 - 2) The Department shall review their prior reimbursement claims against payments monthly.
 - 3) Amended expenditure reports must be submitted no later than the next reporting date after the grant period ends in order to be paid unless an exception is approved by the DPH Budget Office.
 - 4) Any overpayments identified by either the State or the Department will be adjusted out of the next month's claim for reimbursement by the DHHS Controller's Office or by submitting a check to DHHS for payment if it is the last month of the fiscal year or the federal grant is closed. There is no provision to carry forward funds from one State Fiscal Year to another; therefore, any adjustment not included in the June payment (or earlier if the grant period expires during the State Fiscal Year) should be paid from local funds.
- g. The Department shall submit requests for reimbursement for training per Section B. Funding Stipulations, Paragraph 8, to the Public Health Nursing and Professional Development Unit. Form 3300 – Public Health Nurse Training Activity must be used as the invoice for payment.
 - h. The Department shall submit requests for reimbursement for training per Section B. Funding Stipulations, Paragraph 14, to the Environmental Health Section. Form DHHS 4125 – Centralized Intern Training Funds Reimbursement Request must be used as the invoice for payment.
6. The Department shall maintain expenditures for maternal health, child health and family planning programs per General Statute 130A-4.1(a). The amount of expenditures shall be calculated by the State and provided to the Department as described in Section A. Responsibilities of the Department, Paragraph 17 of this Agreement.

D. PERSONNEL POLICIES

1. The Department shall adhere to and fully comply with State and county personnel policies as applicable.
2. Environmental Health Specialists employed by the Department shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to G.S. 130A-4(b). This delegation shall be done according to 15A NCAC 10 .0100.
 - a. The Department is responsible for sending their newly employed environmental health specialists (interns) to centralized intern training within 180 days from date of employment.
 - b. Arrangements for centralized intern training for newly-employed environmental health specialists will be handled by the DPH Education and Training Staff.
 - c. The Department, when contracting with an environmental health specialist (EHS) employed by another entity, shall be responsible for ensuring that all original documents/public records (e.g., permits, inspection reports, correspondence) generated by the contracted EHS be maintained by the Department. All contracts covering this work shall stipulate that the contracted EHS shall be available for consultation with the public concerning work performed under the contract.

3. The Department shall comply with Minimum Standard Health Department Staffing 10A NCAC Section 46 .0301(c), and shall ensure that all nursing staff who provide public health services funded by this Agreement comply with this rule.
4. The Department shall complete the attached State Certifications regarding its compliance with E-Verify, its eligibility status as a contractor, and that its officers have not violated any State or federal Securities Acts.

E. CONFIDENTIALITY

1. All information as to personal facts and circumstances obtained by Department personnel in connection with the provision of services or other activity under this Agreement shall be privileged communication, shall be held confidential, and shall not be divulged without the client's or responsible person's written consent, except as may be otherwise required or allowed by law or regulation. Such information may be disclosed in summary, statistical, or other form which does not directly or indirectly identify particular individuals. Department employees must sign confidentiality pledges documenting the knowledge of, and the agreement to maintain, personal and medical confidentiality.

F. CIVIL RIGHTS

1. The Department shall assure that no person, on the grounds of race, color, age, religion, sex, marital status, immigration status, national origin or otherwise qualified handicapped individual, solely by reason of his or her handicap (unless otherwise medically indicated), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Agreement.
2. The Department shall complete the attached Federal Certification regarding Nondiscrimination.
3. The American with Disabilities Act 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. The Department certifies that it and its principals and subcontractors will comply with regulations in ADA Title I (Employment), Title II (Public Services), and Title III (Public Accommodations) in fulfilling the obligations under this Agreement.
4. Provision of Interpreter Services: As required by Title VI of the Civil Rights Act, the Department, because it receives federal funds, must provide interpreter services at no charge to Limited English Proficiency clients in all programs and services offered by the Department.

G. RESPONSIBILITIES OF THE STATE

1. The State shall provide training to the Department, and upon request, technical assistance in the preparation of the Agreement Addenda.
2. The State shall conduct liaison activities with local health departments for general problem solving and technical support.
3. The State shall provide high-level consultation, technical assistance, and advice to local health directors. Broad content areas include, but are not limited to:
 - a. Board Relations
 - b. Management Teams and Staffing
 - c. Policy Development

- d. Program Planning and Implementation
 - e. Quality and Performance Improvement
 - f. General Administrative Consultation, including consultation and technical assistance in budgeting, fiscal, administrative and management support topic areas.
4. The State shall provide coordination and support for the education and training for the public health workforce.
 5. The State shall provide technical assistance and consultant services, as required, for specific health program areas, including providing guidance and consultation about specific patient clinical issues, when requested.
 6. The State shall provide course coordination, consultation, and technical assistance on nursing practice and standards, policies and procedures that cross programs.
 7. The State shall provide support and consultation to the public health workforce in local health departments, including regional public health consultants who offer technical assistance and training on professional development; program planning, program evaluation and quality assurance; data collection; and community health assessment.
 8. The State shall act as the principal liaison between the public health system and the State's Medicaid agency on issues related to Medicaid reimbursed services provided by the State and the Department and shall cooperate with the State Medicaid agency to provide technical assistance, guidance, and consultation to local health programs to ensure compliance with Medicaid policies and procedures.
 9. The State shall work with the North Carolina DHHS Information Technology Division to provide automated systems and facilities via the Health Information System (HIS). HIS is currently used to create and submit Medicaid claims, perform accounts receivables, and to collect other DPH program-related data from client, service, encounter and other data on behalf of the local health departments and other public health programs. The State shall provide business and technical support for the automated systems to the users of this system.
 10. The State shall provide support and consultation to ensure that the Health Information System (HIS) can generate standard transactions for public health Medicaid claims and for public health claims to all insurers submitted on behalf of the Department per HIPAA [the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-91) subparts I through N, which define the standards for specific transactions].
 11. The State shall responsibly use data reviewed and received in its role as a public health authority and health oversight agency while respecting the confidentiality and integrity of the data and securing and protecting the privacy of individual client health information (see the Business Associate Addendum to this Consolidated Agreement).
 12. The State shall provide to the Department the Budgetary Estimates of Funding Allocations no later than February 14 of each year to use in preparation of their local budget proposals per current General Statute. An exception is the Food & Lodging distributions required by G.S. 130A-248(d). The State shall provide the Food & Lodging funding allocation on the Distribution Spreadsheet which will accompany the Activity 874 Food & Lodging Agreement Addendum.
 13. The Food & Lodging Local Health Department Request for Payment Form (DPH EH 2948) will accompany the Agreement Addendum for Activity 874 Food & Lodging and will be provided to the

Department no later than March 30 for the State Fiscal Year in which payment will be made. The State shall disperse Food & Lodging funds to the Department upon receipt of the executed Agreement Addendum and the signed, completed, and approved Food & Lodging Local Health Department Request for Payment Form.

14. The State shall provide a Funding Authorization document to the Department after the receipt of the Certified State Budget.
15. The State shall make funds available to the Department at the beginning of each fiscal year upon receipt of this executed Agreement, and the executed Agreement Addenda. Funds will be dispersed in accordance with the timely submissions of Expenditure Reports. Payment will be made to the Department according to the DHHS Controller's Office Aid-to-Counties Expenditure Control Schedule issued December of each year for the following calendar year.
16. The State shall assist the Department to comply with all applicable laws, regulations, and standards relating to the activities covered in this Agreement.
17. The State reserves the right to conduct reviews, audits, and program monitoring to determine compliance with the terms of this Agreement and its associated Agreement Addenda.
18. For services of the State Laboratory of Public Health ("State Lab"), the State shall:
 - a. Provide free or at-cost mailers that meet the US Postal Service/DOT UN3373 Biologic substance shipping and packaging regulations for samples submitted to the State Lab only, when ordered via the State Lab's web-based mailroom ordering system;
 - b. Assure qualified personnel to process, analyze and report test results;
 - c. Assure that the State Laboratory maintains CLIA certification;
 - d. Submit invoices to the local health departments via electronic means;
 - e. Collect interest (per N.C.G.S. 147-86.23 and 150-241.1) and a 10% late fee as appropriate; and
 - f. Provide a qualified Laboratory Director and a Technical Consultant for local health departments' laboratories participating in the North Carolina State Laboratory of Public Health CLIA Contract Program. Services provided by the oversight of this personnel include training and continuing education, CLIA inspection assistance, proficiency testing and enrollment, competency assessment, and models for laboratory forms, procedures and policies.

H. DISBURSEMENT OF FUNDS

1. The State shall disburse funds to the Department on a monthly basis; monthly disbursements for each program activity will be based on monthly expenditures reported.
2. The State shall disburse Food and Lodging funds in accordance with NCAC T15A:18A . 2900 – "Restaurant and Lodging Fee Collection and Inventory Program" in the month following receipt of the signed, completed, and approved Food & Lodging Local Health Department Request for Payment Form (DPH EH 2948). The exception is that Temporary Food Establishment (TFE) and Limited Food Establishment (LFE) fees MUST be collected by the Department and must be expended to support the food, lodging, and institution sanitation programs and activities. Such fees shall be deemed to have been disbursed to the Department upon their collection and shall be reported in the Aid-to-Counties Database on the ZZZZ line for Activity 874, Category 107–Local Temporary Food Establishment and Limited Food Establishment.

3. Total payment by program Activity is limited to the total amount listed on the Funding Authorization document and any Funding Authorization revision documents received after the initial notification.
4. Final payments for the State Fiscal Year will be made based on the final monthly Expenditure Report which is due as delineated per the Controller's Office's Aid-to-Counties Payment Schedule.

I. AMENDMENT OF AGREEMENT

1. Amendments, modifications, or waivers of this Agreement may be made at any time by mutual consent of all parties. Amendments shall be in writing and signed by appropriate authorities.

J. PROVISION OF TERMINATION

1. Either party may terminate this Agreement for reasons other than non-compliance upon 60 days written notice. If termination should occur, the Department shall receive payment only for allowable expenditures.
2. The State may withhold payment to the Department until the State can determine whether the Department is entitled to further payment or whether the State is entitled to a refund.

K. COMPLIANCE

1. The State shall respond to non-compliance with all terms of this Agreement as follows:
 - a. Upon determination of non-compliance, the State shall give the Department 60 days written notice to come into compliance. If the deficiency is corrected, the Department shall submit a written report to the State that sets forth the corrective action taken.
 - b. If the above deficiencies should not be corrected to the satisfaction of the State after the 60-day period, disbursement of funds for the particular activity may be temporarily suspended pending negotiation of a plan of corrective action.
 - c. If the deficiency is still not corrected within the next 30 days following temporary suspension of funding, program funds may be permanently suspended until the Department can provide evidence that the deficiencies have been corrected.
 - d. In the event of the Department's non-compliance with clauses of this Agreement, the State may cancel, terminate, or suspend this Agreement in whole or in part and the Department may be declared ineligible for further State contracts or agreements. Such terminations for non-compliance shall not occur until (1) the provisions of Section K.1.a through K.1.c have been followed, documented, and have failed to provide a resolution, and (2) all other reasonable administrative remedies have been exhausted.
2. Monitoring – OMB Circular A-133 (Audits of States, Local Government, and Non-Profit Organizations) as revised on June 27, 2003 requires that pass-through entities monitor the activities of their subcontractors as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations and the provision of contracts or grant agreements and that performance goals are achieved. North Carolina establishes comparable monitoring requirements for State funds received by sub-recipients in N.C.G.S.158-34, *Annual independent audit: rules and regulations*, for local units of government. Also, the State must perform monitoring as required in the DHHS Policy and Procedure Manual entitled *Monitoring of Programs* dated August 1, 2002 and its Monitoring Plan dated January 2006.

Additionally, the Department is required under Circular A-133, N.C.G.S.143-6.2 and N.C.G.S.159-34 to perform monitoring of its sub-recipients and to maintain records to support such monitoring activities and results. Accordingly, the Department shall participate fully in monitoring by the State

ATTACHMENT A

A. Discontinuance of the OBCM or CC4C Program

The Division of Public Health (DPH) is responsible for assuring the Statewide provision of Obstetric Care Management (OBCM) and Care Coordination for Children (CC4C) services. DPH considers this a core public health service and prefers that each local health department continues to provide it. Every resource including technical assistance from the regional consultants and Women's and Children's Health (WCH) Section should be used to resolve issues to prevent discontinuation of services.

In the event that the Department decides it can no longer fulfill this obligation, the Department shall:

1. Notify the DPH Deputy Director in writing of the Department's intention to discontinue the service 90 days in advance of any planned action.
2. Cooperate with the DPH Deputy Director's office in developing a joint plan for transition that will include the appropriate local partners.
3. Prepare a joint letter co-signed by the DPH Deputy Director and the Department's Health Director outlining the agreed upon terms for the transition.
4. Submit an Assurance Plan as outlined in Section B to the DPH Deputy Director's Office that includes a copy of any proposed subcontracts. This plan must be approved by the DPH prior to execution of the pilot model period.
5. Upon approval of the pilot model, the Department shall submit monthly reports to DPH that includes program activity updates and service data. Reports shall reflect reporting requirements in network contracts for the Medicaid population and in Agreement Addenda for the non-Medicaid population, including the monthly status reports from the service provider.
6. Notify DPH 90 days before the scheduled end of the pilot period regarding the Department's desire to continue the program past the pilot phase. DPH will review the progress of the pilot and determine whether it is in the best interest of the DPH to renew the pilot and report back to the Department 30 days before the scheduled end of the pilot period.

Discontinuance of OBCM or CC4C without an approved transition plan may result in the withholding of all funds from the Department at the discretion of the DPH Deputy Director.

B. Assurance Plan Requirements for OBCM or CC4C

If the approved transition results in the Department moving to an assurance model for OBCM, CC4C or both to another service provider for a pilot period of up to one year, the Department shall:

1. Monitor and evaluate the service provider quarterly based on the agreements outlined in the transition plan assurance model.
2. Provide monthly status reports on the implementation of the pilot model inclusive of all components of this Section B: Assurance Plan Requirements for OBCM or CC4C, with both Medicaid and non-Medicaid clients in the report. These reports are to be delivered to the OBCM and CC4C regional consultants and the respective program managers.
3. Conduct quarterly meetings with Executive Level County Health Department and Network representatives to review OBCM and CC4C services. Provide meeting dates, agendas, and names of the meeting attendees to the OBCM and CC4C regional consultants.

4. Assure that the service provider includes a copy of the county's monthly program activity and service level data to the Department's Health Director on a monthly basis.
5. Provide a clear and comprehensive description of the entire care and case management system including:
 - a. A description of services for both the Medicaid and non-Medicaid children and Medicaid women (and also non-Medicaid women, if appropriate). Include a statement of how the county will address Agreement Addendum (AA) deliverables for the OBCM and CC4C programs and provide oversight through Executive Leadership to assure that AA deliverables are met for both programs. The Agreement Addenda for Activity 101 Maternal Health and Activity 318 Care Coordination for Children programs will be revised to reference this effort as a one-year pilot;
 - b. A statement on how the county service system components interact;
 - c. The staffing plan;
 - d. Outreach strategies;
 - e. A description of the client triage model for early childhood and maternal health programs and services for the county;
 - f. A description of the referral system both to and from the care management systems. Develop criteria for referral of all first-time mothers to the women's and children's home visiting programs. Those not eligible for the women's and children's home visiting programs or for those who decline the services will be referred to OBCM. The plan should include a process to follow-up on referrals to assure they were successfully completed and the referral outcomes;
 - g. Follow-up strategies;
 - h. Accountability and monitoring plans that cover Department responsibility for all of the Title V components including non-Medicaid care management services and school nurses;
 - i. A description detailing the overall goals and strategies of the Department's plan to develop a unique continuum of care for these populations. This should include school nurses, case management for the non-Medicaid eligible children, Nurse-Family Partnership, and other pertinent women's and children's services in the county;
 - j. A statement on how the Department will maintain a clear audit trail for the various components of the system.
6. Describe the program monitoring process including the procedure for corrective action plans in the event they are warranted. The program monitoring process should also include analysis of county program activity reports and outcomes indicative of clients' successes based on the program evaluation criteria.
7. Provide a statement on how the Department will coordinate and transition clients in collaboration with school nurses as an extension of OBCM/CC4C/CCNC (Community Care of North Carolina) care coordination in the school setting. If so, include information about the involvement of school nurse consultants in the planning process, prior to implementing the case management system in the county schools.
8. Ensure that the service provider's CC4C coordinators complete the Life Skills Progression (LSP) assessment and focus on children with toxic stress. A strong concern is that the typical medical model of CCNC care management is very different than the medical and socioeconomic model used in public health. One of the values of the CC4C model is the additional focus on prevention and health promotion. The LSP is a tool that allows CC4C to assess, intervene and track progress of a

family toward self-reliance and self-sufficiency. The CC4C goal is not just to make a referral to community resources, but to teach a family how to identify and access resources themselves—to act as their own advocates and prompters in seeking out resources, to understand the value of Medical Home and regular preventive care for their child, and to actively participate in their child’s health and development. The Department shall ensure that the service provider’s CC4C coordinators describe how this focus has been maintained.

9. Describe the payment mechanism. While this is classically a subcontract relationship, DPH recognizes there are practical concerns in shifting funds back and forth between the health department and the network. Provide a detailed accounting for expenditures of DPH funds to support services for both Medicaid and non-Medicaid clients.

ATTACHMENT B

Maintenance of Effort Schedule-local health departments

Citation: 130A-4.1; Consolidated Agreement clause G(19)

Local Health Department	MOE Baseline 1985	Updated Baseline CPI * 2017-18	Local Health Department	MOE Baseline 1985	Updated Baseline CPI * 2017-18
Alamance	\$215,751	\$484,697	Jackson	\$11,822	\$26,558
Albemarle District	\$47,803	\$107,392	Johnston	\$196,475	\$441,392
Alexander	\$33,308	\$74,827	Jones	\$22,851	\$51,336
Anson	\$27,096	\$60,872	Lee	\$57,470	\$129,109
Appalachian District	\$56,663	\$127,296	Lenoir	\$120,667	\$271,085
Beaufort	\$63,029	\$141,597	Lincoln	\$78,475	\$176,298
Bladen	\$19,564	\$43,951	Macon	\$27,277	\$61,280
Brunswick	\$122,285	\$274,720	Madison	\$55,718	\$125,174
Buncombe	\$166,104	\$373,160	MTW District	\$97,748	\$219,596
Burke	\$83,689	\$188,012	Mecklenburg	\$375,712	\$844,057
Cabarrus	\$250,406	\$562,550	Montgomery	\$24,389	\$54,791
Caldwell	\$59,226	\$133,054	Moore	\$36,243	\$81,422
Carteret	\$16,843	\$37,838	Nash	\$124,412	\$279,498
Caswell	\$31,809	\$71,461	New Hanover	\$128,664	\$289,050
Catawba	\$127,542	\$286,530	Northampton	\$71,678	\$161,028
Chatham	\$50,121	\$112,599	Onslow	\$63,147	\$141,863
Cherokee	\$11,705	\$26,296	Orange	\$258,834	\$581,484
Clay	\$1,580	\$3,549	Pamlico	\$11,162	\$25,076
Cleveland	\$243,917	\$547,973	Pender	\$-	\$-
Columbus	\$85,858	\$192,885	Person	\$42,878	\$96,328
Craven	\$113,647	\$255,314	Pitt	\$164,404	\$369,342
Cumberland	\$458,294	\$1,029,581	Randolph	\$81,302	\$182,649
Dare	\$22,597	\$50,766	Richmond	\$50,348	\$113,110
Davidson	\$100,199	\$225,102	Robeson	\$225,422	\$506,422
Davie	\$38,546	\$86,597	Rockingham	\$157,370	\$353,540
Duplin	\$84,922	\$190,781	Rowan	\$178,268	\$400,488
Durham	\$439,506	\$987,374	RPM District	\$48,315	\$108,543
Edgecombe	\$157,941	\$354,823	Sampson	\$37,229	\$83,636
Forsyth	\$508,138	\$1,141,559	Scotland	\$12,388	\$27,829
Franklin	\$65,012	\$146,052	Stanly	\$23,625	\$53,075
Gaston	\$342,765	\$770,039	Stokes	\$41,687	\$93,653
Graham	\$3,949	\$8,872	Surry	\$49,658	\$111,559
Granville-Vance District	\$170,160	\$382,273	Swain	\$10,674	\$23,979
Greene	\$78,527	\$176,415	Toe River District	\$49,658	\$111,559
Guilford	\$1,605,509	\$3,606,861	Transylvania	\$66,417	\$149,210
Halifax	\$118,024	\$265,148	Union	\$25,573	\$57,451
Harnett	\$69,651	\$156,474	Wake	\$758,321	\$1,703,608
Haywood	\$82,684	\$185,754	Warren	\$8,551	\$19,210
Henderson	\$109,750	\$246,560	Wayne	\$271,847	\$610,719
Hertford	\$3,517	\$7,900	Wilkes	\$73,909	\$166,040
Hoke	\$25,698	\$57,732	Wilson	\$59,617	\$133,934
Hyde	\$12,355	\$27,755	Yadkin	\$20,687	\$46,474
Iredell	\$36,698	\$82,445			
			TOTAL:		\$23,775,890

Notes: * Adjusted for inflation, 1985 through 2014, based upon changes in Consumer Price Index (CPI). Adjustment factor equals 221%.
Reference for calculating CPI changes: http://www.bls.gov/data/inflation_calculator.htm.

ATTACHMENT C

Page ____ of ____
FY 2017-2018

Public Health Nursing Training Funds Reimbursement Request

Public Health Nursing & Professional Development	N/A
Office, Section, or Branch	Contract Number
Contractor (County Name)	Public Health Nurse Training
Name(s) of Participant(s)	Activity
	Date Attended (Mo. & Yr.)

*Amount Requested: \$

Health Director Signature	Date
Contact Person Signature	()- Telephone Number

This form is to be used when requesting reimbursement. Submit this reimbursement request directly to:

Public Health Nursing & Professional Development
DHHS - Division of Public Health
1916 Mail Service Center
Raleigh, NC 27699-1916

Reviewed by: _____
Initials Date

ATTACHMENT D

Page ____ of ____
FY 2017-2018

Management and Supervision Training Funds Reimbursement Request

Public Health Nursing &
Professional Development

Office, Section, or Branch

N/A

Contract Number

Public Health Nurse Training

Activity

Contractor (County Name)

Date Attended (Mo. & Yr.)

Name(s) of Participant(s)

*Amount Requested: \$

Health Director Signature

Date

Contact Person Signature

() - _____
Telephone Number

This form is to be used when requesting reimbursement. Submit this reimbursement request directly to:

Public Health Nursing & Professional Development
DHHS - Division of Public Health
1916 Mail Service Center
Raleigh, NC 27699-1916

ATTACHMENT E

Page ____ of ____

FY 2017-2018

Invoice # _____

Centralized Intern Training Funds Reimbursement Request

Name of REHS-Intern (or REHS)	County Health Department & Address	CIT Modules & Dates Attended GM-General Module FPF-Food Module OSWP-Onsite Water Protection	Subsistence Reimbursement (Food/Lodging) 532732	Mileage Reimbursement (1 round trip per 2 attendees) 532731	Total Amount per REHS Intern

*Total Amount Requested	\$
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<p><u>Date Stamped (DHHS use only)</u></p>
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Health Director Signature

Date

Contact Person Signature

Telephone Number

This form is to be used when requesting reimbursement. Submit this reimbursement request directly to:

Environmental Health Section,
Centralized Intern Training & Authorizations
DHHS - Division of Public Health
1632 Mail Service Center
Raleigh, NC 27699-1632

**NORTH CAROLINA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM TO CONSOLIDATED AGREEMENT**

This Agreement is made effective July 1, 2017, by and between] **Lee County Health Department** (“Covered Entity”) and the **North Carolina Department of Health and Human Services, Division of Public Health, Administrative, Local, Community Support Section, Health Information System and Local Technical Assistance and Training** units (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a Memorandum of Understanding, entitled “FY 2018 Consolidated Agreement” (the “MOU”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is a local health department in the State of North Carolina that has been designated in whole or in part by as a “covered entity” 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 MOU 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. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
- b. “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, as modified and amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- c. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- d. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164.
- e. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- g. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.
- h. 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 and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, 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, including breaches of unsecured protected health information as required by 45 C.F.R. § 164.410.
- e. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and § 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- f. Business Associate agrees to make available protected health information as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524.
- g. Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendment(s) to Protected Health Information in accordance with 45 C.F.R. § 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records 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 Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the MOU 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 MOU, 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 MOU permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:
 - 1) the 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.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- d. 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 MOU 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 MOU 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 MOU 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 MOU.
- b. Except as provided in this Agreement, all terms and conditions of the MOU 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 MOU, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the MOU 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 MOU for cause.

Lee County Health Department

**North Carolina Department of
Health and Human Services,
Division of Public Health**

Health or Human Services Director Date

Division Director Date

STATE CERTIFICATIONS

Contractor Certifications Required by North Carolina Law

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

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

Certifications

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

Contractor's
Name: Lee County Health Department

Contractor's
Authorized Agent: Signature _____ Date _____

Printed Name _____ Title _____

Witness: Signature _____ Date _____

Printed Name _____ Title _____

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

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 - He or she **has completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

 - He or she **has not completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Title

Lee County Health Department

Contractor [Organization's] Legal Name

Date

[This Certification must be signed by a representative of the Contractor who is authorized to sign contracts.]

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

1. **The Contractor certifies** that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - (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 Department 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
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary): **See attachment 1 for additional site.**

Street Address No. 1: 106 Hillcrest Drive
City, State, Zip Code: Somerset, NC, 27330

Street Address No. 2: 115 Chatham Street
City, State, Zip Code: Somerset, NC, 27330
3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement 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

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

V. Certification Regarding Lobbying

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

**Disclosure of Lobbying Activities
(Approved by OMB 0348-0046)**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application</p> <p><input type="checkbox"/> b. Initial Award</p> <p><input type="checkbox"/> c. Post-Award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Subawardee Tier _____, (if known)</p> <p>Congressional District (if known) _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District (if known) _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number (if applicable) _____</p>	
<p>8. Federal Action Number (if known)</p>	<p>9. Award Amount (if known) :</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p> <p>_____</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</p> <p>_____</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ actual planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(attach Continuation Sheet(s) SF-LLL-A, if necessary):</p> <p>_____</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Attachement 1

#2 of page 29 continued

Street Address No. 3: 1450 N. Horner Blvd.

City, State, Zip Code: Somerset, NC, 27330

Street Address No. 4: _____

City, State, Zip Code: _____

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT

ITEM NO. V. B.

Meeting Date: April 3, 2017

Information
 Action Item
 Consent Agenda

SUBJECT: Lee County Health Insurance Plan

DEPARTMENT: Human Resources

CONTACT PERSON: Joyce McGehee, SHRM-SCP, SPHR, IPMA-SCP Human Resources Director

REQUEST: Authorize the Chair to sign the Application and Contract for Blue Cross and Blue Shield for Health Insurance effective August 1, 2017 through July 31, 2018. Approve a 5.8% increase in the employees' share of monthly health care premium. Approve wellness incentives to employees who participate in the County's wellness program.

SUMMARY:

It is proposed that Lee County continue coverage with BCBS of North Carolina.

The renewal for 2017/2018 is a 5.8% increase in premium for the County.

It is proposed that the current PPO health insurance benefit remain the same for 2017/2018. The PPO Plan is a basic co-pay plan of \$20 for primary care office visits and pharmacy co-pays of \$4, \$40 and \$55. It is proposed that employees who participate in the County's wellness screenings continue to receive a monthly discount of \$25 on the employee premium. The employees' monthly contribution will be \$83.06.

It is proposed that the current HSA Plan remain the same with a \$1,000 contribution by the County for those employees who participated in the county's wellness screenings. Non-participants will receive a \$700 contribution to their HSA Account. The County's contribution is made to the HSA Plan to help defray costs because the HSA Plan does not have co-pays for office visits and pharmacy. Employees are responsible for 100% of charges up to \$1,500 before BCBS pays anything. The employees' monthly contribution will remain at \$0.

It is proposed that retirees who are pre-sixty five have the option of choosing between the PPO and the HSA. It is proposed that post-sixty five retirees remain on the Medicare Advantage Plan.

BUDGET IMPACT: Increase of 5.8% of overall costs to the County

ATTACHMENT(S): 2017-2018 Rates
2017-2018 Renewal

PUBLIC HEARING: No

PRIOR BOARD ACTION: N/A

RECOMMENDATION: Authorize the Chair to sign the Application and Contract for Blue Cross and Blue Shield for Health Insurance effective August 1, 2017 through July 31, 2018. Approve a 5.8% increase in the employees' share of monthly health care premium. Approve wellness incentives to employees who participate in the County's wellness program.

2017 – 2018 Renewal – Revised

	BCBSNC - Renewal 2016 - 2017 - Current		BCBSNC - Renewal 2017 - 2018	
	Blue Options 1,2,3	HSA	Blue Options 1,2,3	HSA
Primary Care Physician Visit	\$20	Deductible/80%	\$20	Deductible/80%
Specialist Physician Visit	Deductible/70%	Deductible/80%	Deductible/70%	Deductible/80%
Well Baby Care	100%	100%	100%	100%
Immunizations/Injection	100%	100%	100%	100%
Physical Exams	100%	100%	100%	100%
Pap Smears/Mammograms	100%	100%	100%	0%
Deductible	\$2,000	\$1,500	\$2,000	\$1,500
Deductible - Family Maximum	\$4,000	\$3,000	\$4,000	\$3,000
Coinsurance Maximum - Individual	\$2,000	\$2,000	\$2,000	\$2,000
Coinsurance Maximum - Family	\$4,000	\$2,000	\$4,000	\$2,000
In-patient Hospital Services	\$250 Deductible/90%	Deductible/80%	\$250 Deductible/90%	Deductible/80%
Out-patient Hospital Services	Deductible/70%	Deductible/80%	Deductible/70%	Deductible/80%
Urgent Care	Deductible/70%	Deductible/80%	Deductible/70%	Deductible/80%
Emergency Room	Deductible/70%	Deductible/80%	Deductible/70%	Deductible/80%
Pharmacy	\$100 Deductible		\$100 Deductible	
Vision Exam	\$4/\$40/\$55/75%	Deductible/80%	\$4/\$40/\$55/75%	Deductible/80%
Lifetime Maximum	100%	Deductible/80%	100%	Deductible/80%
Monthly Rates	Unlimited	Unlimited	Unlimited	Unlimited
Employee Only	PPO HSA		Change	Change
Employee/Children	94 206	\$447.76	\$634.65	\$473.79
Employee/Family	6 35	\$592.59	\$1,087.44	\$627.02
Monthly Cost	2 11	\$1,059.90	\$1,560.54	\$1,121.45
	102 252	\$190,132.01		
	354			
Mark III Compensation - \$5.00 PEPM		\$1,770.00		\$1,770.00
Total Monthly Cost		\$191,902.01		\$202,955.21
Annual Cost		\$2,302,824.12		\$2,435,462.52
Difference In Annual Cost		N/A		105.81%

2017 – 2018 Rates



	PPO	HSA	Includes Mark III	County Contribution	Employee Contribution	Premium	Includes Mark III	County	Employee Contribution	Premium
Employee Only	94	206	\$639.65	\$556.59	\$83.06	\$60,127.10	\$478.79	\$478.79	\$0.00	\$98,630.74
Employee and Children	6	35	\$1,092.44	\$662.58	\$429.86	\$6,554.64	\$632.02	\$478.79	\$153.23	\$22,120.70
Family	2	11	\$1,565.54	\$604.01	\$961.53	\$3,131.08	\$1,126.45	\$478.79	\$647.66	\$12,390.95
MAPD	63		\$300.00		MAPD	\$18,900.00			\$1,000 HSA	\$20,999.16
	102	252	County	\$57,502.96		\$88,712.82	County	\$141,654.24		\$154,141.55
	354		County	\$199,157.20		\$1,064,553.84			Total	\$1,849,698.60
			County Annual	\$2,389,886.40						
			County Total	\$2,389,886.40				Total	\$2,914,252.44	
			County Change	105.57%				Change	\$686.03	
									104.77%	

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

<u>ITEM ABSTRACT</u>	<u>ITEM NO.</u> V. C.
Meeting Date: April 3, 2017	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda

SUBJECT: Budget Amendment #04/03/17/13

DEPARTMENT: Finance

CONTACT PERSON: Lisa G. Minter, Assistant County Manager/Finance Director

REQUEST: Approval of Budget Amendment #04/03/17/13

SUMMARY: Budget Amendment #04/03/17/13 appropriates funds for the following departments:

Health-General Admin- To appropriate \$20,000 in additional funding from the State for Electronic Health Record implementation.

Health-WIC- To appropriate \$\$3,802 in additional funding from the State to be used for Medical/Educational supplies.

Health Promotion - To appropriate \$500 in Gift revenue received from Walmart to be used for Health Promotion expenses.

E911 Fund – To appropriate \$18,118 of 911 Fund Balance to purchase four replacement workstations and \$188,264 for a four position radio dispatch console for the Sanford 911 Center.

BUDGET IMPACT: See above

ATTACHMENT(S): Budget Amendment #04/03/17/13

RECOMMENDATION: Approve Budget Amendment #04/03/17/13

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
 FROM: JOHN A CRUMPTON, LEE COUNTY MANAGER
 SUBJECT: BUDGET AMENDMENT:#04/03/17/13
 DATE: April 3, 2017

SECTION I. THE FOLLOWING GENERAL FUND (1100) REVENUE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Health-WIC	1100-3510-33320	DEHNR WIC	362,027	3,802	365,829
Health-General Admin	1100-3510-33380	DEHNR General Admin	88,960	20,000	108,960
Health-Health Promotion	1100-3510-35090	Gifts	768	500	1,268
TOTAL CHANGES				24,302	

SECTION II. THE FOLLOWING GENERAL FUND (1100) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Health-General Admin	1100-5100-44200	EDP Supplies	150	5,409	5,559
Health-General Admin	1100-5100-43960	Contracted Services	16,555	13,100	29,655
Health-General Admin	1100-5100-46416	Technology Eq < \$500	-	1,491	1,491
Health-Health Promotion	1100-5104-44100	Office/Departmental Supplies	800	150	950
Health-Health Promotion	1100-5104-45610	Incentives	2,000	350	2,350
Health-WIC	1100-5105-44170	Medical/Educational Supplies	5,500	3,802	9,302
TOTAL CHANGES				24,302	

SECTION III. THE FOLLOWING E-911 FUND (2104) REVENUE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
E-911 Fund	2104-3990-39900	Fund Balance Appropriated	97,912	206,382	304,294
TOTAL CHANGES				206,382	

SECTION IV. THE FOLLOWING E-911 FUND (2104) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
E-911 Fund	2104-9800-48260	City of Sanford 911 Equip	361,245	206,382	567,627
TOTAL CHANGES				206,382	

AMY M. DALRYMPLE, CHAIR

JENNIFER GAMBLE, CLERK TO THE BOARD

LEE COUNTY

NORTH CAROLINA

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LEE COUNTY BOARD OF COMMISSIONERS

ITEM ABSTRACT

Meeting Date: April 3, 2017

ITEM NO. V. D.

Information
 Action Item
 Consent Agenda

SUBJECT: Amendment to the Contract for Inspections Services between the County and the City of Sanford

DEPARTMENT: Legal

CONTACT PERSON: Whitney Parrish

REQUEST: Approve the Amendment to the contract for inspection services between the County and the City

SUMMARY: The City and the County signed an agreement on October 15, 2013 for the County to contract with the City for inspection services. The County pays The City for Inspection Services on a 50-50 basis with the City. However, the original agreement provided that if there were ever a surplus revenue in the department, the surplus would carry over to the next fiscal year and be credited to the County. It has been determined that it would be easier for the City to pay the County the surplus revenues, rather than having to track those surplus revenues each year. The City and County have agreed that the amendment be retroactive to the 2015-2016 fiscal year.

BUDGET IMPACT: N/A

ATTACHMENT(S): Original Inspections Agreement and the First Amendment to the Inspections Agreement

PUBLIC HEARING: No

PRIOR BOARD ACTION: Entered into an agreement for the City to provide Inspections Services for the County

RECOMMENDATION: To approve the amendment to the Inspections Services Contract with the City

STATE OF NORTH CAROLINA)
)
COUNTY OF LEE)

CONTRACT FOR INSPECTION SERVICES

THIS AGREEMENT, made and entered into this 15 day of October, 2013, by and between the County of Lee, one of the one hundred counties of the State of North Carolina and a body both politic and corporate, hereinafter referred to as "County", and the City of Sanford, a municipal corporation chartered by the State of North Carolina, hereinafter referred to as "City";

WITNESSETH:

THAT WHEREAS, the County desires for the City to provide inspection services for County by and through its Community Development Department (hereinafter "Department"); and

WHEREAS, the City has agreed to provide such services for the County; and

WHEREAS, by action of the Lee County Board of Commissioners and the Sanford City Council, the parties hereto have reached an agreement concerning the provision of building inspection services to the County;

NOW, THEREFORE, for and in the consideration of the payment hereinafter mentioned, the mutual promises herein contained and the mutual benefits to result therefrom, and pursuant to the provisions of Chapter 160A and Chapter 153A of the North Carolina General Statutes, the County and City agree as follows:

- 1. TERM.** The term of this agreement shall begin July 1, 2013 and end June 30, 2014, and shall be renewed automatically thereafter for additional one (1) year terms if the parties agree upon a budget for said department and make appropriations in keeping with the agreed upon division of funding. If the parties cannot agree or do not appropriate funding on an agreed upon basis, then the contract shall be extended for a period of six (6) months and the County shall pay compensation to the City on the same basis that it paid for that period in the preceding fiscal year. On or about April 1, City will provide County with a budget estimate for the coming fiscal year for the Building Inspection Department and a proposed division of funding.
- 2. SERVICES.** The City agrees to provide the County comprehensive inspection services, including administration of the North Carolina Building Code and any ancillary services promulgated by the City Manger in concert with the County Manager. City will provide day-to-day management of all Department operations by the Community Development Director, under the direction of the City Manager. The Department Director shall submit to the County

Upon termination of this Agreement, County shall pay to the City the amounts as required in paragraph 4 above, and City shall provide access to County to all software and database content relating to the unincorporated area of the County. County shall purchase the license or pay any fees necessary to access the information in accordance with law or contract.

8. EFFECTIVE DATE. This agreement shall be effective upon its adoption by the majority vote of the members of the governing board of the County and City and its due execution by the proper officials of each unit of government and the minutes of each unit of government shall record the action taken in accordance herewith.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials all by authority of a resolution duly adopted by the governing body of each of the governmental units.

COUNTY OF LEE

By: Charles J. Parks

Chairman, Board of Commissioners

ATTEST:

Samuel M. Lee
County Clerk

CITY OF SANFORD

By: Carnelia P. Olive

Mayor

ATTEST:

Bonnie D White
City Clerk

STATE OF NORTH CAROLINA)
)
COUNTY OF LEE) CONTRACT FOR INSPECTIONS SERVICES

First Amendment to the Contract for Inspections Services
between the County of Lee and the City of Sanford

On October 15, 2013, the parties entered into a contract for inspections services. The Parties have agreed to amend the contract for inspection services in the following respects only:

Term number 4 of the contract, COMPENSATION, shall be replaced with the following:

4. The County will pay to the City an amount equal to fifty percent (50%) of the actual operating loss which will be calculated by subtracting the actual revenues from the actual expenditures in the budget. The City Finance Officer and the County Finance Officer will reconcile the Department budget after June 30th of the fiscal year to determine the amount of actual loss. Any such loss will be paid on a 50-50 basis and remitted to the City by January 1 of the following fiscal year. If there is a profit instead of a loss, 50% of the actual profit will be remitted to the County by January 1 of the following fiscal year. It is the intention of the parties that this amendment be retroactive to the 2015-2016 Fiscal Year, and any amount be paid by May 1, 2017.

Except as otherwise modified herein, the remainder of the contract between the City and County for inspections purposes dated October 15, 2013 remains in full force and effect.

In witness whereof, the parties have executed the amendment..

County of Lee

By: _____
Amy Dalrymple, Chair
Lee County Board of Commissioners

Date: _____

Attest:

Jennifer Gamble, Clerk to the Board

City of Sanford

By: _____
Chet Mann, Mayor

Date: _____

Attest:

Bonnie Davis, City Clerk

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

Lisa Minter, Finance Director

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

LEE COUNTY BOARD OF COMMISSIONERS

<u>ITEM ABSTRACT</u>	<u>ITEM NO.</u> V. E.
Meeting Date: April 3, 2017	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda

SUBJECT: Appointment of Commissioners to Lee County Transportation Committee and Rural Transportation Advisory Committee (RTAC)

DEPARTMENT: Governing Board

CONTACT PERSON: Amy Dalrymple, Chair

REQUEST: Appoint two members of the Board of Commissioners to serve on the Lee County Transportation Committee and one member of the Board to serve on the Rural Transportation Advisory Committee.

SUMMARY: Based on NCDOT's Strategic Transportation Investment (STI) Program presented by the Triangle Area Rural Planning Organization (TARPO), it was the consensus of the group to establish a Lee County Transportation Committee. Part of the requested membership requires Lee County to appoint two members to the Lee County Transportation Committee and one member to the Rural Transportation Advisory Committee (RTAC). Please review the attached Memorandum for more information on the creation of the Lee County Transportation Committee.

BUDGET IMPACT: N/A

ATTACHMENT(S): March 3rd 2017 Memo from David Montgomery

RECOMMENDATION: Pleasure of the Board

MEMORANDUM

TO: Sanford City Manager Hal Hegwer and Mayor Chet Mann
Lee County Manager John Crumpton and Chairman Amy Dalrymple
Broadway Town Manager Dustin Kornegay and Mayor Donald Andrews

FROM: David Montgomery, Long Range/Transportation Planner

DATE: March 3, 2017

SUBJECT: Creation of the Lee County Transportation Committee

After last night's presentation on NCDOT's Strategic Transportation Investment (STI) Program by staff from the Triangle Area Rural Planning Organization (TARPO), it was the consensus of the group to establish a Lee County Transportation Committee.

This would be similar to the Joint Planning Commission, but instead focus on transportation issues. In the short term, this Committee would serve as the working group for any proposed new projects through STI. In the long term, the Committee would serve as the steering committee for the soon anticipated update/major overhaul of the Lee County Comprehensive Transportation Plan. As such, we anticipate having the committee meet 4x per year (quarterly), with the added flexibility that they would need to meet on an as-needed basis to address certain deadlines associated with the STI (DOT) process.

This need for flexibility is reflected in the fact that planning for Prioritization 5.0 for STI funding is already under way and a tentative timeline identified. Lee County would need to have the Committee established and a working list of transportation projects within the next two months. Several initial meetings would need to be held during that time period.

In regards to the composition of the Committee, it was suggested that the Mayor of Sanford, Mayor of Broadway, and the Lee County Chairman should appoint two members from each governing body. Staff is of the opinion that members of TARPO's Rural Transportation Advisory Committee (RTAC) should serve automatically, since they would be familiar with Lee County projects when discussing them amongst the other county representatives from the TARPO region. Currently, Mayor Andrews and Mayor Mann (alternate) serve on the RTAC, while the Lee County position is currently unfilled. Therefore, Sanford and Broadway would appoint only one more member; Lee County would need to appoint two members (Staff also recommends that the County select a member to serve on the RTAC). Staff further recommends the remaining membership include a representative from the Raleigh Executive Jetport, the Sanford Area Growth Alliance, and the County of Lee Transit System (COLTS). This would complete a nine-member Board, again, a similar structure as the Joint Planning Commission.

If you are in agreement with this proposal, staff suggests that the Mayors and County Chairman make these appointments at their next regularly scheduled meeting. Should you have any questions or concerns, you can contact me at 919-718-4657 Ext. 5392 or email me at david.montgomery@sanfordnc.net.