

The Beaufort County Board of Commissioner met in regular session Monday, April 3, 2023, at 5:30 PM, in the Commissioners Boardroom located at 136 W. 2nd Street in Washington, NC with the following present:

Commissioners Present

Chairman Frankie Waters
Vice-Chairman Langley
Commissioner Ed Booth
Commissioner Stan Deatherage
Commissioner John Rebholz
Commissioner Hood Richardson
Commissioner Randy Walker

Staff Present

Brian Alligood, County Manager
David Francisco, County Attorney
Katie Mosher, Clerk to the Board
Anita Radcliffe, Chief Finance Officer

Chairman Waters welcomed everyone and called the meeting to order.

Commissioner Walker led the Pledge of Allegiance.

Conflict of Interest Statement

Chairman Waters asked if any Commissioner have a conflict with any of the agenda items tonight.

No one spoke.

Approval of Agenda

Motion: Vice-Chairman Langley motioned to approve the agenda. Commissioner Walker seconded. The vote was unanimous.

Service Award Presentation

Ms. Deloris Creasman said we have three employees to acknowledge tonight for their service to Beaufort County. She said our first employee would be Janelle Octigan, our Public Health Director with ten years of service. She said we have two other employees that are not here tonight, we have Brandon House with Emergency Services, who has five years of service now and Donna Wollard with Social Services who also has five years of service.

Chairman Waters said please express our thanks.

Public Comments

Ms. Wanda Geisen said I'm here tonight to talk about planning and development in Beaufort County with regard to noise mitigation at shooting ranges. She said please know that I'm an avid supporter of the second amendment, I have a concealed carry permit, and I've been to several firing ranges myself. She said our property is located five miles from Hunters Point. She said we've never had an issue with the shooting range, we can hear discharge from firearms frequently but normally don't consider it a problem. She said Hunters Point hours of operation, as stated on their website, are reasonable. She said they're open Wednesday through Friday from 10:00 AM to 5:00 PM, Saturday from 9:00 AM to 5:00 PM, Sunday from 12:30 PM to 5:00 PM and they're closed on Mondays and Tuesdays however the weekend of March 10th through 12th Hunters Point did remind me to check out the Beaufort County noise ordinance for shooting ranges. She said I was not able to find any. She said on that weekend Hunters Point held a tournament. She said this tournament started Friday morning at 7:30 AM and under heavy fire it continued for around 12 hours until at least 8:00 PM. She said again, the tournament

was to go until Sunday, starting each day at 7:30 in the morning, although Saturday and Sunday was limited fire and was relatively quiet. She said even though this sounds like a complaint, it would be largely unfair of me to complain about Hunters Point, which appears is operating within the guidelines, the guidelines are very generalized. She said out of the last thousand days or so one noisy day doesn't really constitute a legitimate complaint. She said more importantly I am concerned about new shooting ranges in the area and the expansion of existing ranges operating under no guidelines in this County. She said as communities grow the noise could become a problem. She said I was able to find that Pitt County has established shooting range regulations. She said Pitt County Planning and Development Services, ordinance nine is written under the authority of North Carolina General Statute 153A-121 and if you're familiar with this statute 153A-121 is a general ordinance making power saying that a County may, by ordinance define, regulate, prohibit, or abate by acts, omissions, or conditions detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the County; and may define and abate nuisances. She said Pitt County has stipulated in this the hours of operations as well as a 65-decibel limit at the property line of shooting ranges. She said this is typically achieved by the use of creating buffers made of dirt, grass or soil, etcetera. She said in reality most civilian accessible firearms emits sounds from 140 to 175 decibels with a 12-gauge shotgun at 150 decibels, which is typically used at the clay shooting range. She said I have no idea what they used that weekend but it well exceeded that. She said also, as an additional reference, the residential acceptable decibel during the day is 50 decibels. She said I thank you as our community grows, as we hope it does, I ask the Commissioners to consider enacting noise reductions in regard to shooting ranges and to generate appropriate standards for existing as well as new shooting ranges for appropriate operations.

Legislative Updates from Elected Officials

Chairman Waters said I do not see either our senator or our representative here so we'll go to our items for consent.

Items for Consent

1. Health Dept FY 24 Consolidated Agreement – Janell Octigan, Health Director
2. Trillium Opioid Remediation Grant – Janell Octigan, Health Director
3. Electronic Health Record Subscription Renewal – Janell Octigan, Health Director
4. Budget Amendment, Health – Janell Octigan, Health Director
5. Grace Martin Harwell Senior Center Pass Through Grant – Anita Radcliffe, Finance Officer
6. Memorial Day Celebration Fireworks Display – Chris Newkirk, Emergency Services
7. Tax Office Refunds Over \$100.00 – Lloyd Salter and Wyn Kinion, Tax Administration
8. Approval of Board Minutes – Katie Mosher, Clerk to the Board

Commissioner Richardson said I'd like to pull item 1 and item 3. He said item 1 just so the public will know what that is. He said that's the consolidated agreement for the Health Department with the State of North Carolina and item 3 is the electronic health records subscription.

Motion: Commissioner Rebholz motioned to approve the consent agenda. Vice-Chairman Langley seconded.

Yes Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth
Commissioner Rebholz
Commissioner Walker

No Vote

Commissioner Deatherage
Commissioner Richardson

See Addendum 1

Mr. Alligood said Mr. Chairman, with all due respect can we go ahead and handle those two. He said Ms. Octigan is here and that way we can get them done now.

Chairman Waters said okay, that would be great.

Health Department FY 24 Consolidated Agreement

Commissioner Richardson said I'm bringing this up, part of it is to simply educate the public and part of it I'm concerned about what I perceive to be new wording in this agreement that goes to the woke crowd and the woke generation and just some of the things that are in here. He said the local health department shall be committed to achieving health equity. He said what is health equity.

Ms. Octigan said I think the health department has been doing equity for many years because equitable access is uninsured, locations in the County, it's not just based on race or color, although that's something we focus on as well. She said it covers lots of different things but that's what equity is, it's providing services that are acknowledged as for someone who doesn't have access and making them accessible.

Commissioner Richardson said there's already a part of the law that goes to accessibility and if services are not available then the health department is to work to see to it that those services are provided so are you sure this wasn't added because of the latest woke stuff that's going on in our community. He said health equity doesn't sound to me like what that statute talks about.

Ms. Octigan said I understand that and it's actually been a large conversation with how health departments and health directors define equity based on someone else's definition of equity. She said I know that equity is a big focus and talking point. She said a lot of our agreements, such as healthy communities or, like you said, consolidated or, what was the most recent one, accreditation. They're looking at altering statements in regard to equity in those issues. She said yes, it's becoming a big focus but even though the word is added our statutes that we're conducting wouldn't change because public health has always been an equitable access.

Commissioner Richardson said then why do we need this in the agreement.

Ms. Octigan said I guess because equity is still important in everything we do. She said we at Beaufort County Health Department have always offered services as equitable, now it's in the consolidated agreement.

Commissioner Richardson said it's not like the constitution says, the constitution doesn't talk about equity, the constitution talks about equal treatment. He said equity has become a meaning that if you're here and this person is here then it's up to the government to bring this person up to this person. He said that's socialism.

Ms. Octigan said I understand. She said equity, in my opinion, you said equal right.

Commissioner Richardson said no, equity, what's talked about in the constitution is equality and equal treatment, not equity. He said equity is a new word that the left has invented that has found its way into these documents.

Ms. Octigan said so the equal part, in my opinion, is what we do with all of our services. She said what that equity piece that I think brings in the attention is if we have someone that in Aurora has the same needs as someone in Washington, that equitable piece comes in that we get out to Aurora to assume those same services, to provide equal services we're providing to Washington, Belhaven or Bath.

Commissioner Richardson said well that's twisting words because it's really not up to the Health Department to provide health services to people. He said we have a whole industry that does that. He said socialism within the health department says what you just said and that's my whole point in going through this exercise is to show the public what is happening to these contracts and governmental dealings that is totally unnecessary because there's already laws talking about doing what this thing is doing. He said this sentence goes on to say shall be committed to, and I'm skipping over what I just said but shall be committed to inclusion of all populations contributing to the health and prosperity including race or ethnicity, sex, or sexual identity. He said what is sexual identity.

Ms. Octigan said if you identify as male or female or however you identify.

Commissioner Richardson said why is it necessary to have that in this agreement.

Ms. Octigan said because we are held to giving everyone the same treatment and services as we do anybody else.

Commissioner Richardson said you were before this agreement ever came into being weren't you.

Ms. Octigan said we were.

Commissioner Richardson said if we burn this agreement.

Ms. Octigan said we lose money.

Commissioner Richardson said by the way, full disclosure I am on the Board of Health and I did not raise these issues at the Board of Health meeting because it would not have done any good. He said the public needs to be aware about sexual identity, it's a big thing over at the health department. He said they need to be aware about what is happening to our society as the left and the liberals move into it.

Ms. Octigan said I think it's not just at the Health Department though. She said if an individual walks in off the street we don't ask them what they identify to provide the services that they need.

Commissioner Richardson said why is it in the agreement.

Ms. Octigan said because some programs will ask us if there are certain parts they don't need a pap smear. She said we do use that data as well to track who we're providing services for. She said if anybody, DSS and things like that too, if anybody walks in off the street, if they can, within the programs that they do, they're going to serve those people. She said the Health Department, the hospital, any office they provide that care.

Commissioner Richardson said going on to item #6, the local health department shall not require a client to present identification that includes a picture of the client or at a minimum, immunization, pregnancy prevention, sexually transmitted disease, and communicable disease services. He said shall not provide a photographic ID to provide those services.

Ms. Octigan said no sir.

Commissioner Richardson said doesn't that open the door to a lot of fraud.

Ms. Octigan said what kind of fraud, like illegal immigrants and stuff.

Commissioner Richardson said yeah.

Ms. Octigan said well again, the Health Department is there to serve any individual that comes in off the street and I say that because once an individual comes in our doors our duty is to treat them. She said they're not going to be leaving Beaufort County so if we don't treat them other individuals will be impacted by that person and we treat, we're into whole person care so if they come in and they present symptoms with STD's or pregnancy or things our job is to provide them with resources to better Beaufort County so we're not spending huge amounts of money on treating it after it's too late to diagnose.

Commissioner Richardson said we, who's we.

Ms. Octigan said the County. She said think about if you have an inmate who's not in jail when we see them and they come in and get services with us to treat a preventable disease then tomorrow they commit a crime, they go into jail think of the exposure potential in the jail system, when they could've been treated by us prior to.

Commissioner Richardson said yeah but there are laws that apply to those that are incarcerated that we're required to give a certain amount of minimum care, which we give a lot more care than minimum care. He said there's a lot more laws that say that.

Ms. Octigan said so you're saying the Health Department should offer the minimum care than those that are incarcerated.

Commissioner Richardson said no, there's laws that say the amount of care that we're required to give a person that's incarcerated.

Ms. Octigan said okay, as a public health, it's not a law so I can't speak to that but as a public health we're to provide accessible, quality care to each and every person that walks in our doors. She said our job is to serve, just like if someone was unconscious in the hospital at the ED they're not going to wait for a picture ID to treat them.

Commissioner Richardson said that's true but this says they're not required to provide it at all, ever.

Ms. Octigan said they're not. She said we're going to treat the person and protect the County citizens from other preventable diseases as a person and not because of their status, their color, or their race.

Commissioner Richardson said is an illegal immigrant a county citizen.

Ms. Octigan said no but if they're living here they're going to be in contact with other county citizens.

Commissioner Richardson said the whole purpose of this exercise is that I'm going through is to show the redundancy of having all of this stuff renumarated in an agreement like this. He said on page 9 of this document it talks about Medicaid requires that the local health department has the first right of refusal to provide CMHRP.

Ms. Octigan said CMHRP, it's one of our care management programs.

Commissioner Richardson said what do those letters stand for though.

Ms. Octigan said gosh, I can't remember, they changed it, it used to be CCNC and I can't remember what it stands for but it's for our social work managed care department. She said they work with mothers and their care during pregnancy and throughout.

Commissioner Richardson said this is women that are pregnant.

Ms. Octigan said yes.

Commissioner Richardson said CMARC.

Ms. Octigan said yup, same thing, mother's, it's the same thing CCMC4 changed their name, both of those work with our social workers in the care management programs.

Commissioner Richardson said okay, going on to D, it says in the event the local health department determines it cannot directly provide CMHRP and CMARC the local health department will notify the DCFW, whoever that is, and the DPH directors in writing and follow the care management services termination and transfer to cooperate with DPH, the Department of Public Health and identify another local health department that can provide those services.

Ms. Octigan said yes sir, DCFW, that's with the state, that's under that agreement that we operate those programs out of.

Commissioner Richardson said the local health department is not subject to the North Carolina Human resources Act. He said it says notification should be in writing in the next business day and provide, ok this is saying if you cannot provide that, is that what this is saying.

Ms. Octigan said yes sir.

Commissioner Richardson said those are the main items but I think the public should be made aware that within these local contracts coming down from the State of North Carolina there's all this leftist stuff, a lot of redundancy to try and push us into providing more services than we provide. He said you can correct me Ms. Director if I, I'm inviting you to do that because what I'm going to tell you is what this contract is about and I'm not sure I'm an expert in all of what this is about but this is something the State of North Carolina invented in which they agree to provide us a certain percentage of costs of certain services and we entered into this contract. He said before they came out with this master contract, if you will, there were a lot of little contracts so they sort of rolled them all into one and came out with the master contract. He said it is true that we don't have to enter into this.

Ms. Octigan said that is true but it would lead to a loss of funding.

Commissioner Richardson said you would lose funding for a lot of programs and here's the other side of that coin, a lot of those services that are provided with the funding are also provided in the community by AGAPE, by the health department and other services.

Ms. Octigan said no sir.

Commissioner Richardson said like what.

Ms. Octigan said the CMHRP and the CMARC.

Commissioner Richardson said what are they.

Ms. Octigan said they are the care management programs.

Commissioner Richardson said for who.

Ms. Octigan said for pregnant women, we just talked about it.

Commissioner Richardson said oh, okay. He said most pregnant women go to a doctor anyway, this is a social program.

Ms. Octigan said those without health insurance or those that are covered come to us because they need those services and they don't want to pay the co-pay, we have more availability. She said we also have other programs with educational prevention to decrease infant mortality and outcomes.

Commissioner Richardson said I understand that all of those things are laudable and I'm not debating whether we should be providing them or not but the public needs to understand when they start talking about social services and the things that the government provides to people who do not work and do not provide for themselves that we are providing those services and the way the system works is the more freebies that they system gives away the more freebies that you have to give away so it is a growing problem.

Ms. Octigan said when you say freebies are you talking about the services we provide.

Commissioner Richardson said yes.

Ms. Octigan said but that's what the consolidated agreement helps us do, even though we're providing that service we're getting reimbursed to be able to provide those services. She said it's not free.

Commissioner Richardson said the County is putting part of that money in.

Ms. Octigan said the CMARC programs, I don't know the whole financial breakdown but it's a good amount of money that's provided and then healthy beginnings is another care management that is solely provided by AA that the County does not provide.

Commissioner Richardson said who puts up that money.

Ms. Octigan said the State.

Commissioner Richardson said yes, that's your tax money, you are paying for this one way or another and that's what you need to keep in mind.

Ms. Octigan said she's an alliance worker so it's not a county employee.

Commissioner Richardson said it's all coming out of your profits. He said going on to another page and the certified health director.

Chairman Waters said what page.

Commissioner Richardson said page 14, provide a qualified laboratory director, item #F at the top of the page, and a technical consultant, do we have a qualified laboratory director.

Ms. Octigan said yes, our lab manager is considered our director and the director of nursing overseas.

Commissioner Richardson said do we have a consultant.

Ms. Octigan said the consultant is with the State that overseas our program.

Commissioner Richardson said if we weren't providing all of these other services we wouldn't really need a laboratory, would we.

Ms. Octigan said yes.

Commissioner Richardson said why.

Ms. Octigan said which programs because the lab covers a lot of things.

Commissioner Richardson said you jump right on it and tell us what the lab is doing.

Ms. Octigan said everything from HIV to STD's, smears, you've got your regular pregnancy tests, confirmation tests, a lot of things we would have to use the state lab for and that costs money because the inhouse laboratory does not support inhouse, a lot of turnover in regards to that so the lab is built specifically to ship, and then we have to pay LabCorp and LabCorp bills the state, the state runs it and sends it back to us. She said we don't have the capacity without using the state lab to do a lot of what we do.

Commissioner Richardson said that's what I'm getting at. He said we could hire LabCorp to do some of this, there's other thing you can do. He said we're providing a service.

Ms. Octigan said LabCorp doesn't do the test, they would just take the blood so you can't hire them.

Commissioner Richardson said they don't run a laboratory.

Ms. Octigan said they don't swab individuals; you do the swabbing and correct packaging so you can't hire them to do that. She said you can hire them to run the lab, which we do, we pay a small fee but they're not coming in and swabbing and doing all of that stuff so you can't pay them to do that.

Commissioner Richardson said they're not doing the samples; they're not taking the samples.

Ms. Octigan said right, so they wouldn't be utilized if you didn't have a sample to give them.

Commissioner Richardson said the point I want to make on all of this is this is a fully negotiable contract, is it not.

Ms. Octigan said I don't know about negotiable, no.

Commissioner Richardson said you either take the state package or not.

Ms. Octigan said it's a consolidated agreement. She said a lot of the words you mention having an issue with, it's yours to take or deny, there's not a back and forth for this agreement.

Commissioner Richardson said take or deny, you mean we can take or deny parts of this agreement.

Ms. Octigan said it is a consolidated agreement all together, one.

Commissioner Richardson said we have to take the whole of the agreement or none of it, is that right.

Ms. Octigan said yes sir.

Commissioner Richardson said the public needs to no more and more about what is going on within the Health Department, where the money is coming from, and what services are being provided that, in my opinion, could be provided in the community and yet the taxpayers are taking on the burden so that takes care of that.

Ms. Octigan said can I say one more thing. She said I know it's hard to see, we might get certain fundings or there may be wording for certain populations but every funding that we have, it's geared towards populations but that population is not the sole source for everything we do. She said we incorporate on an equitable line items. She said A1 screenings, for example, we get funding for minority diabetes prevention programs. She said we screen a lot of minorities because they are at greater risk.

Commissioner Richardson said I'm not beating on minorities; I'm beating on everybody.

Ms. Octigan said it's the fact of when we go out for screenings that funding helps us not only screen X, Y, Z individuals but anyone that's at that community event so yes, funding might be dictated towards certain wording but there's utilization County wide, not just population based.

Commissioner Richardson said I'm finished with my part of that item; I have another item.

Commissioner Booth said if I'm in order I'd like to make a motion that we accept this agreement.

Commissioner Richardson said you're not in order yet.

Commissioner Booth said you're not in order, be quiet.

Chairman waters said gentlemen, we've got a motion, I'm going to entertain a second.

Commissioner Walker said I can fit right in here. He said I'm guessing this consolidated agreement was presented last year.

Ms. Octigan said it probably was in the works last year but I would say it wasn't presented to me until recently.

Commissioner Walker said right, but would you say the wording was about the same.

Ms. Octigan said yes but I would say that since I wasn't in the position I can't say how much has changed.

Commissioner Walker said obviously we passed it.

Ms. Octigan said yes.

Commissioner Walker said okay, that's all I wanted to know.

Commissioner Deatherage said first of all, I had just one question, well I have a few observations and then I have a few questions. He said if a biological man came through your doors identifying as a woman and demanding a pap smear, what would you do.

Vice-Chairman Langley said that's a silly question.

Commissioner Deatherage said I know but actually it's a real question to a very real situation.

Ms. Octigan said they don't have the cavity you would need to do a swab.

Commissioner Deatherage said exactly, that's why I'm wondering why we are getting all charged up in this wording. He said people identify as different sexes, I've heard from some democratic socialists that a man can have a baby, and they mean it. He said what they're talking about is a woman identifying as a man having a baby. He said I figured that out eventually, it was kind of crazy but I did figure it out. He said this is what our children are learning in schools. He said this is the kind of nonsense and craziness they're learning. He said I know I'm getting straight to the core.

Chairman Waters said is this in the agreement.

Commissioner Deatherage said these are observations.

Chairman Waters said what page of the agreement are you talking about.

Commissioner Deatherage said none.

Commissioner Richardson said it's on the first page.

Commissioner Deatherage said it's inherent within all here Mr. Chairman but what I am saying here is this is being forced upon us. She said in Raleigh we have a republican controlled house and a republican controlled senate and this is coming down from Raleigh, am I right.

Ms. Octigan said the consolidation, yes.

Commissioner Deatherage said Raleigh is using trigger words, I mean they trigger me. He said when you start talking about equity, using the word equity, a long-standing word and I was looking to see it being misapplied, mis-connotatively arranged and it's not. He said it says the quality of being fair and impartial. He said when Commissioner Richardson was talking about the Constitution, talking about the Declaration of Independence and all the other great documents that were forged so we could be up here governing as a self-governing body that's what it meant. He said it does not mean that equity could be used by people who really don't understand the word start screaming and yelling about equity and the next thing you know they're throwing a brick into your face. He said this is what we're dealing with now and what I'm going to tell you is people take words and they misuse them a little bit and then a little more and a little more and the word becomes something else altogether. He said equity will become a derisive term before it's all over with so what I'm saying is what Commissioner Richardson brought to us tonight, and for the people of Beaufort County, it may be petty for some, it's a very good thing. He said we need to know the terminology languages being reinvented in these contracts because you're going to be held to these contracts. He said a consolidated contract with the State of North Carolina, say with the Republicans in both houses, they could do something with this. He said you're going to be held to this, we're going to be held to this if we vote for it and the public is going to be held to it. He said so it's just scaring me that it's starting to intertwine in the contracts that we have to agree to or lose services all together. He said you see the dilemma I'm speaking to. He said I'm speaking further down the road but that's the way I see things, that's what I'm elected to see.

Ms. Octigan said as I mentioned earlier, equity, obviously has become a much more talked about word lately.

Commissioner Deatherage said it's a word most people don't understand.

Ms. Octigan said I get where you come from or what your background is, what you've been through, has a lot of how you see equity as well.

Commissioner Deatherage said it says the quality of being fair or impartial. He said when you give one person greater access to this and that while taking it away from another person so they can have that, that is not being fair or impartial.

Ms. Octigan said we are not taking away any services from anyone.

Commissioner Deatherage said I understand but that's going to be forced upon you at some point when you least expect it.

Motion: Commissioner Booth motioned to approve the consolidated contract as presented. Vice-Chairman Langley seconded.

Yes Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth
Commissioner Rebholz
Commissioner Richardson
Commissioner Walker

No Vote

Commissioner Deatherage

Electronic Health Record Subscription

Commissioner Richardson said on page 26 the subscription amount is \$2480 per month, what does that do.

Ms. Octigan said when a client comes in they have an electronic health record with us, or they don't. She said if they don't they obviously create one for them and includes if they get other services with us. She said this also maintains a record from here to until they die and some years past that. She said it also allows us to share, like if you came to us for services and then went to the hospital there's a health exchange of information that allows us to continue that care and upload it to the portal so you don't have to repeat everything you've said or your past history or positive tests. She said it allows us to refer as well as track any of the programs they do with us, again for data purposes and bettering their health as whole person care. She said plus if they go to our c-heart program or if they're in our family planning or if they're in our DPP class that's all recorded in there as well. She said it's just like your doctor's office, they probably use EPIC, that's what the hospital uses.

Commissioner Richardson said if we were only providing the minimum services that we're required by law to provide we really wouldn't need this.

Ms. Octigan said minimal services, which ones are you referring to.

Commissioner Richardson said any of the minimal services overall, STD's and the like.

Ms. Octigan said yes sir you would because if you came in as a positive contact to somebody and I have it in my record that they're positive then I can treat you or make you a close contact whereas if I didn't have electronic records I couldn't do that.

Commissioner Richardson said you made close contacts before electronic records came along.

Ms. Octigan said not in my day, I wasn't here but it's a lot easier because we can flag clients, like if they haven't paid us. She said electronic health records helps us flag their chart so when they come in we can collect a payment before they leave as well.

Commissioner Richardson said the point I'm making to the public is we're paying over \$50,000 per year for something that if we weren't providing more services than we're required to provide then we wouldn't need it.

Ms. Octigan said you would still need it for STD's, yes sir.

Commissioner Richardson said how many STD cases do you have a year. He said I have a pretty good idea since I'm on the Board of Health. He said it's somewhere in the neighborhood of 300.

Ms. Octigan said in the County or in Beaufort County Health Department.

Commissioner Richardson said Beaufort County initiates about 300 STD cases a year.

Ms. Octigan said my service is not that great on my phone. She said I would say it's more than 300.

Commissioner Richardson said how many more.

Chairman Waters said how about sending an email to the Commissioners.

Ms. Octigan said sure, I'd be glad to do that.

Commissioner Richardson said there's nothing wrong with establishing the facts because I sit in the Board of Health meetings and I see the presentations on STD's and things like this so I have a pretty good idea of what is going on. He said you could run the whole thing with 3X5 card index if you weren't providing all of these other services so this \$50,000 goes to provide for the services the Health Department is providing and that's what the public needs to know.

Ms. Octigan said we're not just STD's though, is that what you only want us to offer.

Commissioner Richardson said you've got tuberculosis.

Ms. Octigan said yes, which this is needed.

Commissioner Richardson said you've got rabies.

Ms. Octigan said which this is needed.

Commissioner Richardson said okay, how close are you and how far are you going up.

Ms. Octigan said I don't know and with all the services we provide, that's what I'm saying, we're not limited to just sexually transmitted diseases.

Commissioner Richardson said I'm not saying that; I'm saying the minimum services that you would be required by law to provide.

Commissioner Rebholz said where is it outlined in the law what the minimal services are.

Commissioner Richardson said it is by statute.

Commissioner Rebholz said which statute.

Commissioner Richardson said look it up.

Commissioner Rebholz said no, you're asking her all these things.

Commissioner Richardson said I don't know what all those statutes are but I know it's in the statutes. He said look, I want to end this thing because it's getting tedious. He said I want to thank you for defending what you're doing and your department so well, you have done a great job and thank you so much.

Motion: Commissioner Booth motioned to approve the subscription. Vice-Chairman Langley seconded. The vote was unanimous.

Public Hearing, Petition to Name a Road

Motion: Commissioner Rebholz motioned to open the public hearing. Vice-Chairman Langley seconded. The vote was unanimous.

Mr. Josh Hollis said I will just briefly go over this. He said we had a petition to name a road, it's a private road and was submitted by William Bradley to name a private ride that is approximately 50' in width. He said the subject road connects to Riverside Road and is located approximately 850' south of the intersection of Riverside Road and River Road. He said there's an attached aerial map in the packet, as well as the attached application where he applied for the road naming. He said the E-911 ordinance request that you suggest three road names in order to comply. He said after discussion with Tony Garris with land records we determined that out of the three names, the three name suggestions were Coastal Drive, Carolina Drive and Coastal Way, and staff has determined the applicants first suggested name, Coastal Drive, does not duplicate any existing names in Beaufort County, nor does it have any sound alikes. He said with the public hearing, of course, we would recommend approval of the applicants first choice, Coastal Drive, for the road name. He said do you have any questions about the application or the process.

Commissioner Rebholz said motion to approve.

Chairman Waters said we did not have anybody sign up for the public hearing. He said is there anyone here that would like to speak about the re-naming.

Motion: Commissioner Rebholz motioned to close the public hearing. Commissioner Booth seconded. The vote was unanimous.

Motion: Commissioner Rebholz motioned to approve naming the road Coastal Drive. Commissioner Booth seconded. The vote was unanimous.

See Addendum 2

EMS 6 Remount Procurement

Mr. Chris Newkirk said I wanted to bring before you today some options on repairing an EMS truck that we discussed during the budget presentation. He said you'll recall when we met during that setting we shared with you an EMS unit that had recently had a deer strike and we expected some extensive damage assessments coming from that. He said we have received those and I know we are a little out of norm in approaching you at this point in the process. He said we normally do capital vehicles and things like that during the budgetary process. He said there are some things coming down through vendors, went through some pricing and we wanted to share this with you now because of the potential cost savings. He said this particular truck is a 2012 Chevrolet Duramax that was one we acquired through the dissolution of Bayview EMS. He said it currently has about 150,000 miles on it. He said it was on our radar to approach as a replacement vehicle during the budget process so based on mileage it's coming time to do something with this vehicle. He said as we look at those options we're faced with several options which we outlined on the second page in the agenda. He said starting with the least expensive, at least for the moment, would be to just repair the existing damage. He said we're expecting that to be

somewhere between \$18,000 and \$20,000. He said that's a bit of an unknown because they haven't torn into the front of this vehicle yet so we don't know if there's any damage to the structural components other than fenders and skirting and things like that. He said obviously that wouldn't address the issue of it being an older vehicle with mileage. He said the second option would be a remounting the current box onto a new chassis, which is what we're proposing. He said our recommendation, we're anticipating that to be around \$140,000 but again, we have not gone through the formal bid process and we can't speak to that with exact numbers. He said a third option would be we scrap this truck all together and go after a demo unit. He said that really comes into the availability of the units and the pricing but we would estimate that on what we're seeing in the market right now around \$190,000 - \$210,000, somewhere on those demo units. He said lastly, and the most costly would be purchasing a new truck all together, which we shared during the budget process as coming in around \$300,000 to \$330,000 for an equipped ambulance and a delivery date of about two years. He said what we are bringing before you now is an option to allow us to go through the formal bid process to solicit bids to remount this truck, remount the existing box on a new chassis and again, the reason we're bringing it to you now, and not in the budget process is we're expecting significant price changes from all of the vendors we've talked to, come July the prices of all the chassis, the availability of chassis plus all the mark-up on all the other items that we see as the budget year cycles over. He said to give you an example on that, what we're being told by the vendor just on the chassis, everyone is telling us to estimate a 20% increase on the costs of what we're seeing now if we wait until next year. He said we wanted to bring this before you, gets some guidance from you, from the Boards perspective on how you would like to proceed. He said I'll take any questions you guys may have.

Commissioner Richardson said which option are you recommending.

Mr. Newkirk said we're recommending a remount for the existing box that sits on the chassis now. He said it's in really good shape with some minor refurbishments we would need to make to mount it onto a new chassis. He said that would essentially give us a new truck and that's the recommendation we're going with now. He said full transparency, in order to get these prices, we had to talk to a vendor. He said we're not trying to circumvent the bid process but to get these numbers we had to talk to a vendor. He said they're estimating \$140,000. He said we would follow the procurement process and all the bids we may get from it but we're estimating it to be around \$140,000 if we act now. He said If we kick this to the next budget year we're expecting an increase and as to how much, we don't know.

Commissioner Richardson said would you send me the specs for the truck you intend to mount this on.

Mr. Newkirk said yes, it would be, and correct me if I'm wrong but we would establish those bid specs and publish it and share it with you.

Commissioner Richardson said I don't have a problem with going through the bid process, putting that together to see what that looks like, it's just prudent. He said I have one thing; would you send me the vendor spec sheets for the truck you intend to mount this on.

Mr. Newkirk said it would be and correct me if I'm wrong but we would establish those bid specs and publish it out and I certainly don't have an issue sharing that with you.

Commissioner Richardson said I want to see the brochure that they're offering to you, I don't care so much about your specs.

Mr. Jeff Hibbard said you want the, what we're looking at is the Chevy chassis, you want the specifications on that chassis.

Commissioner Richardson said I want the fact sheet, the spec sheet that the person who is manufacturing the vehicle and giving you and saying this is what I'm offering to sell you. He said I want that sheet, it's not a typed-up sheet, it's glossy, it's a sales item.

Mr. Newkirk said just to make sure I'm understanding correctly, it's similar to what we had with the last truck that we brought before you that once those bids were received we had copies of those attached with side-by-side comparisons for the Board to see where these are the specs from each vendor.

Commissioner Richardson said they gave you salesman specs; I want the technical specs. He said I want something more technical than that. He said I want something that tells me what the front end is rated, the load rating for the front end of the trucks, I want the brakes rating and whole bunch of other things because what you gave us last time is what I call the

salesman's glad handshake. He said I'm selling you a red car, no, I want to know about the engine and I want to know about the front-end load, I want to know what the rearend will carry, I want the tire sizes.

Mr. Newkirk said as we receive that information back from the vendors we will do our best to make sure that includes the information you're looking for and share it with you.

Commissioner Richardson said it will be a sheet that's got the manufacturer's name on it, identifies the model, etcetera.

Mr. Newkirk said yes sir.

Motion: Commissioner Rebholz motioned to move forward with the bidding process to mount the box on a new chassis. Commissioner Walker seconded. The vote was unanimous.

See Addendum 3

Construction Contract Approval

Ms. Smith said I have two items on this one agenda item, or two awards. She said as you will recall for the past few years as part of our capital project spending we've had projects that include roofing that the Commissioners considered to be a high priority so there are funds for that so when I present to you this evening are new roofing projects for two of our buildings. She said the first one is the Tideland building, which you're familiar with what we call the Tideland Building, it's the old Tideland Mental Health which is located just behind the hospital. She said this building houses the Board of Elections, the Veterans department, adult corrections as well as outpatient and inpatient services through East Carolina Health. She said REI Engineers has been working with us on all of our roofing projects. She said they provide professional services to inspect, design and bid the replacement for the Tideland Building roof. She said REI issued the big package and bids were opened on March 2nd. She said REI recommends that a construction contract in the amount of \$484,597 be awarded to McClure Metal Specialties for roofing sectors 1, 2 and 3 and that totals out over 20,000 square feet so this is not the entire building. She said we divided it into six sectors so this will be four of the six. She said when we bid this, because the bidding environment was so volatile, it was difficult to determine, or to get an estimate of what bids would come in so we divided it into sectors and the total of \$484,000 includes sectors 1, 2, and 3. She said we did that as a base bid and then alternate so then we would look at how much amount of funds were available and then we basically continued selecting as long as we had money in the pot we would do another sector so that allowed us to get up to the three sections. She said no additional funding is required so I would recommend approving the contract award to McClure Metal Specialties in the amount of \$484,597. She said you will see in your agenda book it has the bid tabulation with all of the bids that came in as well as the letter of recommendation from REI Engineers.

Commissioner Richardson said how much per square foot does this come to.

Ms. Smith said for the Tideland roof it's just over \$24.00 per square foot.

Commissioner Richardson said oh really, okay. He said what kind of roof are we putting on.

Ms. Smith said it's a single ply thermoplastic roof.

Commissioner Richardson said how long it is guaranteed for.

Ms. Smith said 20 years.

Commissioner Richardson said they're going to provide us with warranty documents right.

Ms. Smith said absolutely, yes sir, it's part of the closeout conference.

Commissioner Rebholz said where will these funds come from.

Ms. Ratcliffe said that penny that we set aside each year and move over to the capital project fund, it's part of that allocation.

Commissioner Rebholz said okay.

Ms. Smith said a portion of the funds were from 2022 where we had what I classified as phase I but because the bidding environment for petroleum-based products was so volatile and so high REI recommended that we postpone the bidding of that until the prices came back down and so we're utilizing funds from fiscal year 2022 as well as fiscal year 2023.

Commissioner Deatherage said I have a question; how much are you saving by waiting a year on the petroleum products to create that single ply.

Ms. Smith said I can't give a full number but I can compare bids from three years ago it came in at about 10% less.

Commissioner Deatherage said from three years ago, and it is imperative that we put the roof on now.

Ms. Smith said yes sir.

Motion: Vice-Chairman Langley motioned to approve awarding the contract to McClure Metal Specialties for the amount of \$484,597. Commissioner Booth seconded. The vote was unanimous.

Ms. Smith said the second one, Financial Services, again REI Engineers did the inspection prepared the bid package and received bids. She said REI recommends that a construction contract in the amount of \$80,305 be awarded to DLT Roofing and again the bid tab and award recommendation is there. She said this is actually the roof right above our head so it's not the entire roof for this building because this building is actually two buildings that have been joined but it goes from 2nd street to the back of the parking lot, the same width and length of the building. She said that comes out to a total of just over \$29.00 a square foot but it's a much smaller building, it's 2,768 square feet so you would expect a unit price to be higher for a smaller rough.

Motion: Vice-Chairman Langley motioned to approve awarding the contract to DLT Roofing for the amount of \$80,305. Commissioner Walker seconded. The vote was unanimous.

See Addendum 4

Finance Report

Ms. Anita Radcliffe said I want to give you a quick update on our sales tax numbers as well as the levy collections. She said remember the reason we focused so heavily on these two is because they make up 80% of our general fund budget revenues. She said that's why we always want to be tracking them very closely. She said the first one is labelled Tax Year Levy 2021 Report. She said I wanted to show you the collections as of April 3rd, today compared to last year. She said the first one you have is last year and you were at \$33.673 million collection or 97.34%.

Info run: 4/3/2023 3:57:46 PM
Info as of: 4/2/2023 7:00:43 PM

TR-401G Net Collections Report

NCPTS V4

Report Parameters:

Date Sent to Finance Start: Min - July 1, 2021

Date Sent to Finance End: Max - April 3, 2022

Abstract Type: BUS,IND,PUB,REI,RMV

ax District: COUNTY

levy Type: TAX

Tax Year: 2021

Year For: 2021

Collapse
Districts: N

Default Sort-By: Tax Year

Grouping: Tax District, Levy Type

Fiscal Year Activity from July 1, 20XX to April 3, 2022								Activity from July 1, 2021 to April 3, 2022			
Tax Year	Orig. Billed Amt (\$)	Ass. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Amt. Collect. (\$)	Unpaid Balance (\$)	Amt. Collect. (\$)	Ass. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)
		Assessor Refunds (\$)	Net Collections (\$)	Additional Levy (\$)	Collection Fee Amt (\$)	% Coll.	% Uncoll.			Assessor Refunds (\$)	Additional Levy (\$)
AX DISTRICT: COUNTY LEVY TYPE: TAX											
021	40,698,693.00	6,150,035.29	5,645.78	0.00	34,594,804.24	33,673,236.19	921,568.05	33,673,236.19	6,150,035.29	5,645.78	0.00
		27,795.20	33,701,031.39	53,792.31	0.00	97.34 %	2.66 %			27,795.20	53,792.31
Sub.	40,698,693.00	6,150,035.29	5,645.78	0.00	34,594,804.24	33,673,236.19	921,568.05	33,673,236.19	6,150,035.29	5,645.78	0.00
		27,795.20	33,701,031.39	53,792.31	0.00	97.34 %	2.66 %			27,795.20	53,792.31
Total	40,698,693.00	6,150,035.29	5,645.78	0.00	34,594,804.24	33,673,236.19	921,568.05	33,673,236.19	6,150,035.29	5,645.78	0.00
		27,795.20	33,701,031.39	53,792.31	0.00	97.34 %	2.66 %			27,795.20	53,792.31

Signature (Tax Collector)

Job run: 4/3/2023 3:59:22 PM
Data as of: 4/2/2023 7:00:43 PM

TR-401G Net Collections Report

NCPTS V4

Report Parameters:

Info Sent to Finance Start: Min - July 1, 2022

Date Sent to Finance End: Max - April 3, 2023

Abstract Type: BUS,IND,PUB,REI,RMV

Max District: COUNTY

Levy Type: TAX

Tax Year: 2022

Year For: 2022

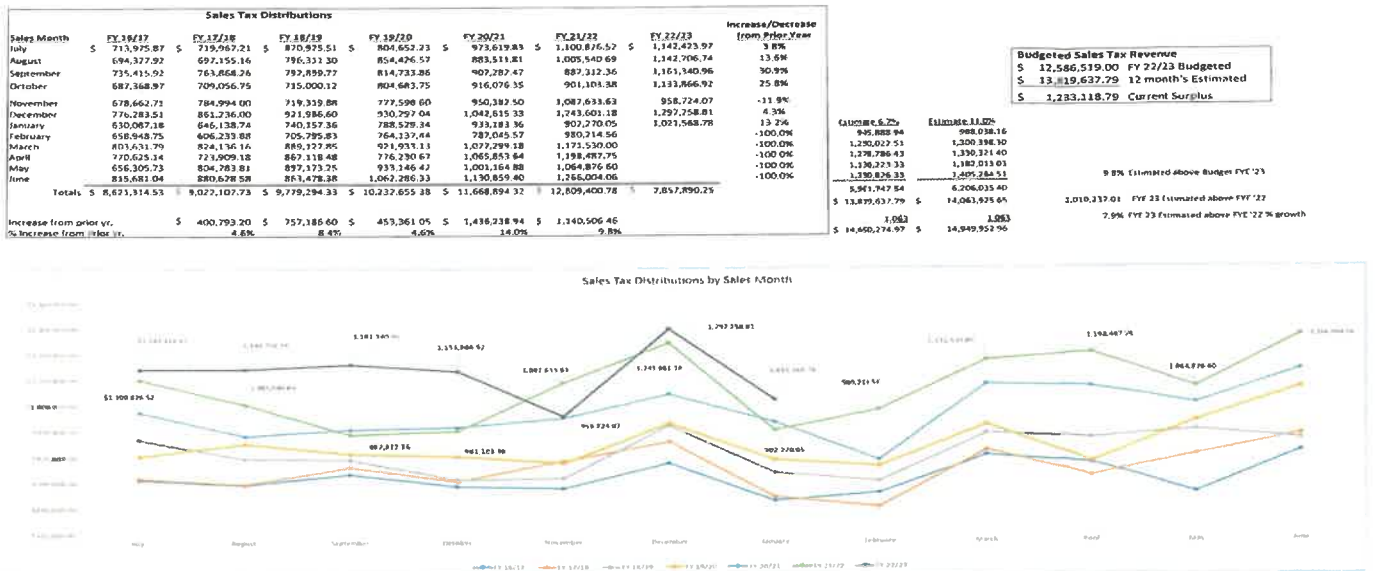
Collapse Districts: N

Default Sort-By: Tax Year

Grouping: Tax District, Levy Type

Fiscal Year Activity from July 1, 20XX to April 3, 2023								Activity from July 1, 2022 to April 3, 2023			
Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Amt Collect. (\$)	Unpaid Balance (\$)	Amt Collect. (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)
		Assessor Refunds (\$)	Net Collections (\$)	Additional Levy (\$)	Collection Fee Amt (\$)	% Coll.	% Uncoll.			Assessor Refunds (\$)	Additional Levy (\$)
AX DISTRICT: COUNTY	LEVY TYPE: TAX										
022	35,549,138.25	106,703.07	14,507.57	0.00	35,483,498.88	34,471,503.01	1,011,995.87	34,471,503.01	106,703.07	14,507.57	0.00
		1,303.18	34,472,806.19	55,571.27	0.00	97.15 %	2.85 %		1,303.18	55,571.27	
trib.	35,549,138.25	106,703.07	14,507.57	0.00	35,483,498.88	34,471,503.01	1,011,995.87	34,471,503.01	106,703.07	14,507.57	0.00
		1,303.18	34,472,806.19	55,571.27	0.00	97.15 %	2.85 %		1,303.18	55,571.27	
total	35,549,138.25	106,703.07	14,507.57	0.00	35,483,498.88	34,471,503.01	1,011,995.87	34,471,503.01	106,703.07	14,507.57	0.00
		1,303.18	34,472,806.19	55,571.27	0.00	97.15 %	2.85 %		1,303.18	55,571.27	

Ms. Radcliffe said then if you flip the page for this year's levy we're at \$34.47 million, or 97.15% so that is a difference of \$800,000. She said all of that we can contribute to growth because as you can see the collection rate is actually slightly down 0.19% this year compared to where we were last year. She said any questions about the tax levy before moving to sales tax.



Ms. Radcliffe said you're used to seeing this each month. She said I wanted to share with you that we received our report on the January collections today and they're going to be coming in at \$1.21 million and that's up 13.2% from our collections the same month last year, which was \$902,270. She said the State was up 20% statewide so we're down a little and we're only up 13% compared to the 20% statewide. She said also I wanted to note there was a snafu at the state level with their tax system in January where they did not issue any refunds to non-profits so that \$1.21 million is slightly inflated so we receive about, or they issue about \$500,000 per year in refunds in Beaufort County to non-profits. She said that equates to about \$42,000 per month so if we adjust that number, normalize that number it should have been about \$960,000 and not \$1.21 million and that's going to be taken out of our next month's distribution. She said they'll double up next month on the refunds. She said having said all that, sales tax remains strong for the year, for the seven months we have collected we're up 11.4% for the year. She said the Manager and I were on a call I believe it was last Thursday afternoon with the League of Municipalities and the league takes the lead on doing revenue projections and kind of helping us figure out what we might want to project for the state revenues and they were saying the number they gave us for next year was 6.7%. She said that's kind of the number statewide but obviously we have to look at ourselves as an individual County and apply that to ourselves so the challenge I think for the Manager and I coming up in the next couple of weeks as we develop the budget

will be to determine what growth factor are we going to put on sales tax because you can see historically down there in 2018 we grew 4.6% from the previous year. She said in 2019 we grew 8.4%, in 2020 we grew 4.6%, 2021 we grew 14%, in '22 we grew 9.8% so we're having a difficult time determining where we're going to be at. She said normally we feel like it will be around 5% so there will be things we'll be talking about in the coming weeks.

Commissioner Richardson said that rate, really what's driving it is inflation.

Ms. Radcliffe said it is.

Commissioner Richardson said if you take half the inflation rate and put that in and you've pretty much got it.

Ms. Radcliffe said inflation and then a lot, over the past two years a lot of the growth is the supplemental covid payments that individuals were receiving over the years so I think all of that has pretty much flushed through the economy at this point. She said will we have a recession; I think some economists think we'll have a slight adjustment and how will that impact our sales tax. She said we'll probably do some modeling to try to determine what that might look like for us, it's going to be a challenge for us. She said I do want to tell you that I want to go ahead and put you on notice we are going to owe the school more money for sales tax this year, just like last year because the way we budget the capital allocations for the schools is we take 30% that they're owed for Article 40, we take the 60% they're owed by law for Article 42 and that's generally how we budget for their capital and of course we get to count their school debt payments that we're making on their behalf. She said so if we're running a surplus of \$1.2 million on our sales tax we've got to pay them the 30% and the 60% on that sales tax when we get all of those actual numbers in. She said so be expecting a budget amendment from me in June when I have a better idea of what that amount might be. She said it will probably be about the same as it was last year, it's probably going to be close to \$500,000.

Non-Profit Budget Discussion

Commissioner Rebholz said you have in your packet a sort of proposed policy in regard to non-profits. He said we don't have a policy currently and I think it's important that we ensure that the funds that we're providing to non-profits are being spent in a prudent way for the taxpayers of this County. He said the state law allows us to provide funds to non-profits, in fact it says it must be for a public purpose that supports the delivery of a needed services or programs that the County is unable to or does not provide or that the agency can deliver in a more effective or efficient way. He said currently I took and looked at all of the non-profits that we are providing funding to and you saw that list in there. He said there is very little reporting from a number of them that you can find and so I went into the IRS website for non-profits and you can see if their total revenue is less than \$50,000 you get no information on what they're doing. He said what I'm proposing is that we have a policy that ensures they provide us information on what they're proposing to use the funds for, how those expenditures actually went and what the results of their spending has been. He said the policy that's in the book is one that I collected out of several other counties and I would recommend that we ask the County Staff to take a look at these and come back with a proposed policy for providing funds to non-profits.

Commissioner Richardson said at one time we had a policy that you had to submit the 990 and that you had to submit some kind of financial statement every year. He said I don't know who's supposed to enforce that, apparently that's gone by the wayside.

Ms. Radcliffe said actually we do have four budget forms. She said every year we send out budget packets to all of the non-profits that are currently getting funding from the County and any non-profit that asks to be funded by the County and we request information like user information, financial information, so we have most of that information.

Commissioner Rebholz said we never see that at budget time do we.

Ms. Radcliffe said yes, it's in the budget.

Commissioner Booth said you have it when we're in the workshops.

Ms. Radcliffe said we don't publish it in the final budget but it is in the Manager's recommended budget that you all review.

Commissioner Rebholz said in addition to that there are some non-profits that never ask for the money that we budget.

Ms. Radcliffe said there are some, such as a recreation department, our municipal recreation departments. She said they have historically funded for 20, 25, 30 years as far back as anyone can find records for and they don't necessarily turn them in. She said I guess we don't historically think of them as non-profits like some of the other agencies that we fund but that is true. She said if we need to get information from them also we can.

Commissioner Deatherage said taxpayers paid for me to go to an Essentials of County Government class, which I did shortly after being elected. He said what they're going to require now, per the School of Government, I suppose it's within the general statutes, we also have an attorney who can advise us, we also have administration who can advise us properly because what I heard from the School of Government is we will need to have an agreement with whomever we give money to and we will have to perform oversight and you will be liable for them and you will not be liable to them, excuse me but you will be liable to the tax payers for whatever they do or don't do properly. He said the general statute is fairly new and I think it was designed that county governments get out of the charity business so I think you, if you want to go down that road you're going to have additional work to do as county commissioners.

Commissioner Richardson said can we get that statute in front of us at the next meeting.

Commissioner Rebholz said there's a list of that statute right here in the agenda.

Commissioner Richardson said there's a list of statutes but I'm talk about specifics.

Commissioner Rebholz said there's a list of specifics right there.

Commissioner Richardson said I'm talking about the specific on Commissioner Deatherage is talking about.

Commissioner Rebholz said I don't know what he's referring to. He said I looked but I didn't see it.

Commissioner Richardson said that's what I'm asking, can we get that statute in front of us at the next meeting.

Mr. Alligood said if Commissioner Deatherage could pass that along because he went to the class so he should be able to if he can just tell us. He said I don't know it off the top of my head.

Commissioner Deatherage said why don't you guys do it, it's what you're paid for.

Ms. Radcliffe said we can research it.

Commissioner Deatherage said call the School of Government.

Mr. Alligood said I will call the School of Government and ask them what it was that you all discussed in that class.

Commissioner Rebholz said I guess I need more information than what we're getting right now because I don't think we've got proper oversight but I will get with Ms. Radcliffe.

Commissioner Richardson said I agree with you Commissioner.

Chairman Waters said if you've got your budget book you can go back and see what they normally send. He said I think the problem comes in as follow up and what Commissioner Deatherage is saying is we're going to have to have oversight in the future but I try my best to keep up with the NCACC and I've not seen that.

Commissioner Rebholz said I rescind my motion for now.

Commissioner Richardson said I appreciate that Commissioner but I will say that I agree with you, we have never done anything but give money to our buddies in a lot of these programs and the review criteria that you have listed at the bottom of the page I think is very good because it hits the target on all of this stuff.

Chairman Waters said we did adopt policies as it relates to the financial information. He said it seemed like that was primarily for fire departments and EMS.

See Addendum 5

Illegal Trash Dumping Discussion

Commissioner Richardson said I'm getting a lot of calls in particular about a site that's out on Magnolia School Road near the roll-off out there that there's a lot out there that's horrible where people have stopped and dropped trash on the shoulder of the road and they've driven into the lot and dropped stuff, bags of trash and this sort of thing and I researched this to the point that I understand the County is somewhat limited in what we can do. He said there is some posturing that we can do if you're willing to do it but as a Board you've never been willing to do that. He said what this comes down to is the only way the County has a way to enforce something like this is if we went into and passed a trash enforcement ordinance and my understanding is public works was going to bring us an ordinance, they've presented us with a draft to the ordinance and I would like to get back into that and look at the ordinance. He said I'm not interested in getting into a big staffing program, we were talking about the possibility of having someone, a half a day to chase around and follow up this kind of stuff and I really think we should do it because that particular lot for some reason is targeted. He said the owner lives in New York City and with that I guess my first question is can we get the draft ordinance back in front of these Commissioners.

Mr. Alligood said we can.

Commissioner Richardson said if that can happen at our next meeting we need to look at it. He said once again I'm not interested in a big comprehensive program; I'm interested in something that gives us a little teeth because this is a problem. He said I will say this, the lot is so bad that I've taken photographs and I intend to contact the owner in New York and see if they're willing to cooperate in cleaning up the lot and if they're willing to cooperate in cleaning up the lot we would probably have to do it with me personally with that person but I would expect the Board to cooperate in whatever they can do to get this thing accomplished and done.

Commissioner Deatherage said I've talked to that owner as well. He said they inherited that property; the property is vacant. He said they are subjected to people who don't care and what happens is these people who don't care, they come with a load, the site is closed down and they decide ok, I see a bunch of trash over here, I'm just going to dump it because I don't want to carry it back home. He said first of all these folks should've made sure the facility was open and secondly they shouldn't dump the load right there, no pun intended. He said what I would like to see is for the Sheriff's Office to take some initiative and try to find a way to catch these people. He said you could probably do a lot with cameras now. He said I don't know how enforceable it is but if you have the right camera you can see these things happen. He said in my opinion this woman who's house is vacant and she will never be able to do anything with it because of what's happening across the street and people dropping stuff off there and the County not being responsible. He said having said that I think the County should aid in cleaning up that lot to some degree.

Commissioner Richardson said I'm hoping if she's willing to sign a warrant that we can probably get some action on this particular item, I know how to develop the evidence.

Chairman Waters said have we ever explored having some kind of a digital sign at the ones we have the most problems with that says please don't dump on local property or cameras are watching you.

Mr. Alligood said we have not. He said we have cameras at the sights, the actual sights so we can see those things.

Chairman Waters said but it's not going to cover the lot that they're talking about.

Mr. Alligood said it's not going to cover the block and people are going to be sorry if they're going to be sorry. He said no matter what you explain to them people who are going to be sorry are just going to be sorry. He said this Board has taken action before, people have gone out there and got names, the County Attorney wrote letters to people and said your name was found out here in this trash you better get out here and clean it up so we took some of that action. He said you will also see the Public Works Department in the upcoming budget is proposing some additional funding to try and put in place some county services to where we will not go on private property because you kind of open up a can of worms when you start going on private property and start cleaning stuff up but where DOT does right-of-way cleaning where they pick up trash, they've cut that back significantly, they do it about once a year or twice a year we would supplement that on our own around the convenience sites in an effort to try. He said since we recognize unfortunately some folks are just going to be sorry and although DOT cleans it up occasionally we would propose to you additional funding for us to contract with

somebody to get it during the off six months to try and at least maintain some of it. He said there are some enforcement issues that can be taken. He said we can continue to do those things and we'll get the draft ordinance back in front of you.

Commissioner Richardson said I think the enforcement issues are worthwhile because once someone gets a situation the word gets around real fast. He said I think in cleaning it up you're just asking for more to clean up. He said one of the most effective things I've seen on clean roadsides is I think it's on VOA Road where you go towards Greenville and you take a right and you go down towards the creek down there, they've got a sign up in the front yard that says trash camera in operation and that roadside is pretty clean for about 500' on each side of that sign.

Commissioner Deatherage said I think when we get our hands on this ordinance we should make sure that the penalties are substantial.

Commissioner Richardson said yeah.

Chairman Waters said I saw a sign the other day, \$1,000 fine, that's a state statute I guess. He said I'm assuming that's not a local ordinance, the \$1,000.

No Purchasing Electric Cars Without the Boards Approval

Commissioner Richardson said I found out at the last meeting; you know at one time every vehicle that was purchased came before the Commissioners for approval. He said the nouveau republicans got into power and they changed that so we don't see any of that anymore and I was surprised at the last meeting when the issue came up on the Health Department vehicle that we had purchased an experimental vehicle. He said battery powered vehicles and battery assisted vehicles are experimental and the County should not be purchasing these things because we are using the taxpayer's money to buy vehicles that have no intrinsic afterlife whatsoever as far as disposal goes and from an environmental standpoint the batteries and these other things are serious problems. He said I'm going to make a motion that the County purchase internal combustion engines only and that we not purchase experimental vehicles for any purpose whatsoever.

Motion: Commissioner Richardson motioned that the county only purchase internal combustion engines vehicles and not experimental vehicles without the specific approval of the Board of Commissioners. Commissioner Deatherage seconded.

Yes Vote

Commissioner Deatherage
Commissioner Rebholz
Commissioner Richardson
Commissioner Walker

No Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth

Chairman Waters said if I remember correctly the car that we disposed of was 14 years old. He said it was the first hybrid that came out.

Mr. Alligood said just for perspective, I don't think, I don't recall us purchasing a hybrid since I've been here.

Chairman Waters said it was 14 years old.

Mr. Alligood said the Health Department bought several Prius many years ago. He said I don't recall us, the Health Department and DSS would be the only ones because everything else we deal with are work trucks but I'm not aware of any recently.

Commissioner Richardson said all of that is of no consequence to me just as long as we're not using taxpayer money for experiments.

Closed Session Request

Commissioner Richardson said this item has been batted around for a while but I have refined my closed session request. He said so I will read it as follows, and I've given a copy to each Commissioner, the Manager, and the County Attorney. He said Commissioners to meet with law enforcement about privileged and confidential information as described in

General Statute 132. He said this request complies with G.S. 143-318.111 to prevent the disclosure of information, and I'm quoting from the statute and this is what it says, to prevent the disclosure of information that is privileged and confidential pursuant to the law of the State of North Carolina or the United States or not considered a public record within the meeting of chapter 132 of the general statutes. He said 132 of the general statutes is what is accepted here because it states that law enforcement and certain other public safety entities have the right to withhold certain information that if disclosed would hurt the public interest. He said please take note that the problem we've had in here up until now is this Board is trying to pre-judge what was going to happen. He said you don't know what's going to happen, you don't know what law enforcement is going to tell you, you don't know what law enforcement is going to say so you can't make a judgement until after you know that. He said please take note that only law enforcement can decide what information is privileged or confidential. He said you can't because you don't have the information. He said neither this Board or any member can because only law enforcement has the information so I have a motion that we invite the Sheriff at a future meeting have a closed session with us to tell us privileged and confidential information that involves law enforcement in Beaufort County that he sees fit, that's a motion.

Motion: Commissioner Richardson motioned that at a future meeting the Sheriff come and share privileged and confidential information that involves law enforcement in Beaufort County that he sees fit to share. Commissioner Deatherage seconded.

Mr. David Francisco said not having heard from Commissioner Richardson for two meetings now that this has come up and our offices are literally feet apart, I decided to go on and do this, I sent an email to Sheriff Hammonds and I said I don't know exactly what you're supposed to do but I read him what is in our book, that the Sheriff is to present confidential information about narcotics and criminal activity in Beaufort County to the Commissioners and then it references 132 and 143, General Statutes 132 and 143. He said first of all I would say 132 covers things from public records to public works and it is several hundred pages long, at least 100 pages long. He said chapter 143 covers state departments, institutions, commissions, to internal auditing, the executive budget act to compensation and expenses of commission members, travel reimbursement and commission on children with special needs and that's literally hundreds of pages long. He said Sheriff Hammonds response to my inquiry, I do not have a specific topic to discuss. He said he's here he can say that's what he said. He said the original request from Commissioner Richardson was to conduct a drug awareness training similar to one he attended in a different venue. He said I haven't been asked to discuss a case or investigation, I hope this email finds you well. He said this was on March 27th that I got that from the Sheriff so I'm not sure what we're doing here. He said if this is a re-write it doesn't say a thing about the Sheriff, it's not even mentioned in here. He said it's mentioned here with this 132/143, which makes no sense at all.

Commissioner Richardson said you're the attorney, are you saying the law makes no sense because.

Mr. Francisco said here's what I'm saying, what I'm saying is GS 143 and 132 are hundreds of pages long. He said you obviously didn't know that, you drew that and you said it to all these guys.

Commissioner Richardson said I talked about parts that apply to the situation. He said I don't understand why you think that the legislature intended that the Sheriff never talk to the County Commissioners.

Mr. Francisco said I don't intend, that's fine with me, he can talk to you any time he wants to.

Commissioner Richardson said in closed session. He said he, I can't speak for him and I'm not trying to but he has information or would present us information that my understanding is he does not feel the general public should have. He said that's privileged and confidential information, that's what the statute says so I don't understand why you're so against this and why you're fighting this so hard. He said why don't you want something done about drugs in this County, why are you defending drug dealers, that's what you're doing.

Mr. Francisco said I'm not.

Commissioner Richardson said yes you are.

Mr. Francisco said no I'm not.

Commissioner Richardson said I'm sorry but we're not going to agree on this, we're going to have to agree to disagree because your behavior tells one story and you're saying one thing.

Mr. Francisco said can I finish saying what I said to start with.

Commissioner Richardson said yeah.

Mr. Francisco said whatever you've done here, and you've put it on the Commissioners, is confusing at best. He said you've said things this way, you've said things that way, and tonight you walk up with this right here, what does, it doesn't even mention the Sheriff and I, look, I've got a job to do too. He said my job is to make sure what we do here is legal and what you're doing is not legal.

Commissioner Richardson said you have continued to drag your feet on the issue of drugs in the communication with the Sheriff and Commissioners of information that law enforcement, I say law enforcement, I've tried to redefine this thing since you've been so cruel so that even you could understand it. He said I quoted the law in this thing. He said I did not make up something of my own, I quoted to prevent the disclosure of information that is privileged or confidential, that's what the statute says, that's not what Hood Richardson says.

Mr. Francisco said you're quoting a statute that you don't even mention correctly.

Commissioner Richardson said I copied it right off the statute book, are you saying I can't copy.

Mr. Francisco said I agree, that's what it says but you're asking, let's don't lose track of what you're doing here. He said this is supposed to be a closed session, first and foremost I told you a month ago the telephone still works from your office to my office, call me and tell me what you want to do and how you want to do it and we'll figure it out but you don't do that.

Commissioner Richardson said all you have done is oppose everything I've tried to do. He said the law is very clear on this, I don't need to negotiate with any staff member for something that's good for Beaufort County. He said I don't understand why you're dragging your feet and saying this is confusing to you. He said you've got a license of an attorney, if the law is confusing to you then you need to sit down and do some serious thinking.

Chairman Waters said gentlemen, let's get back to the Commissioners.

Commissioner Rebholz said I think Sheriff Hammonds could help here; can you disclose information regarding an active investigation.

Commissioner Richardson said yes, if he wants to.

Sheriff Hammond said no, at no time will I discuss any law enforcement business on an investigation that is not completed. He said once the disposition has been completed it will be available to those who want it.

Commissioner Rebholz said if the investigation has been completed and prosecuted that's all in the statistics that we've already got.

Sheriff Hammonds said that's right.

Commissioner Booth said if any of us wanted to know anything about what you're doing, as long as it wasn't interfering about a current investigation or open investigation would you sit down and talk with us or anybody individually.

Sheriff Hammonds said yes.

Commissioner Booth said I appreciate you saying that. He said if you come in this closed session with us and say what's going on, today is Monday, by Wednesday it would be all over the County so you're doing the right thing.

Commissioner Walker said I know the school board closes on a pretty regular basis but they're talking about building security, which really needs to be kept closed. He said I don't know you need that to close for but they close for that and I don't know what the numbers are but you can't just spell out what the security plans are for a school and so I know you do close for that.

Sheriff Hammond said I've lived my whole career in a military environment and security, security clearance level. He said official use only, secret, top secret, and that's the way I feel and run my office the way I'm feeling. He said if anything leaks out it will be dealt with but other than that we're going to go with a security clearance.

Chairman Waters said will you do me a favor, I know the association you guys have an attorney, have you bounced this off the associations attorney as far as going into closed session.

Sheriff Hammonds said I have not but I will.

Chairman Waters said are you formally requesting to go into a closed session with us.

Sheriff Hammonds said no sir.

Vice-Chairman Langley said I call the question.

Commissioner Richardson said let me make a comment, what I'm hearing from this Board, especially from Commissioner Booth is that you want to do business like we've always been doing business in Beaufort County. He said when Booth said would you tell me if I came to your office and asked, we want to get behind the building to that little group back there and we want to do business in the back room, that's what I'm trying to avoid and trying to stop. He said it is vitally important for the success of the drug war in Beaufort County that the Commissioner be involved and the Commissioners know certain things about what's really going on so we can act as a cohesive body. He said it totally defeats the purpose of law enforcement and public good for a commissioner to be in the back room with the Sheriff getting his little bit of information. He said that's asking the Sheriff to corrupt himself and you are certainly corrupt asking to do that.

Chairman Waters said I'm assuming being a brand-new sheriff you have not had any discussions with any of the Commissioners.

Sheriff Hammond said I have not. He said I will inject this; Commissioner Richardson's original request was to come and do a drug awareness and we met that with Capt. Russel. He said the question, if I recall, would you go into a session because Capt. Russel said there's some information I don't want to give out.

Commissioner Richardson said because it's confidential.

Sheriff Hammond said well, not confidential in the case of an investigation, the information of the drug paraphernalia that he was using or the makings of an illegal drug, he didn't want to go into a live view on that. He said but as far as a case or investigation, I have never spoken about any of my investigations outside of my office.

Chairman Waters said okay, we have a motion on the floor.

Motion Restated: Commissioner Richardson motioned that at a future meeting the Sheriff come and share privileged and confidential information that involves law enforcement in Beaufort County that he sees fit to share. Commissioner Deatherage seconded.

Yes Vote

Commissioner Deatherage
Commissioner Richardson

No Vote

Chairman Waters
Vice-Chairman Langley
Commissioner Booth
Commissioner Rebholz
Commissioner Walker

Commissioner Richardson said let me add this to this conversation if I could have just a minute. He said I've seen the information, it was given and a lot of the information was given in a public venue that could be disclosed to the public but I'm not going to disclose the information because, and to give you an idea of what we're talking about, it would be harmful to a lot of people in the public. He said I have a few more ethics than that. He said this Board needs to sit down and consider it's Christianity and it needs to consider its ethics.

Chairman Waters said I'll leave you with something to think about, this Board is open any time you need our support and conversation and if you talk with the association's attorney and our attorney is on board with that we'll do whatever we need to do to make sure things are going according to what you need and support.

Sheriff Hammonds said as far as training, we're here.

Chairman Waters said we're not shutting that door.

Vice-Chairman Langley said the only way accidents happen is when people don't stay in their lane.

Sheriff Hammonds said this is one lane I would leave it to the Sheriff to use my discretion and I appreciate that respect there.

Stormwater Rules and How to Proceed

Commissioner Richardson said we've had the stormwater issue out there for a while. He said it should've been presented to Commissioners two years ago when the process first started when we had a way of negotiating so that we could help the law and help the people of Beaufort County. He said we're long past that so my question to the Manager is give me the events of how this is going to play out and when this law is going to become effective because I'm not going to do a lot of research at this point because it is totally useless. He said this is a fixed and done deal that has been signed off by officials in Beaufort County, it is not in the public's best interest, we failed to represent the people.

Mr. Alligood said Commissioner Richardson I don't have any additional information beyond what I provided at the last meeting. He said I'd be glad to reread that if you'd like for me to.

Chairman Waters said I think we all remember it.

Closed Session

Mr. Alligood said with the Board's permission, you've got three items associated with that. He said can we handle the personnel matter first, the economic development second and the attorney client privilege third so that I can bring staff in on those two first and we'll let the attorney close it out.

Chairman Waters said yes.

Commissioner Richardson said I don't know that you can have a session just on Attorney-Client privilege, you've still got to have a subject.

Mr. Alligood said you can.

Commissioner Richardson said you don't, you can have a secret meeting, is that what you're saying.

Mr. Alligood said no sir, the statute, there's certain, in fact let me read it to you real quick. He said when it talks about going into closed session it says the statute provides a "closed session may hold only upon a motion duly made and adopted by the majority of those present. The motion must state the purpose set out by the statute that permits them to go into closed session, such as to consider matters relating to expansion or exploring industries or other businesses. In addition to the purposes require more detailed motions. First, if the purpose of the closed session is to discuss a matter that is confidential by law the motion must state or cite the law that makes it confidential, and second if the purpose of the talk with an attorney is about existing litigation the motion must identify the parties of the lawsuit". He said those are the only two you have to elaborate on if you want to. He said the statutes allow you, under this exception, to do that, those are the only two that you have to provide additional information for.

Motion: Commissioner Booth motioned to go into closed session. Vice-Chairman Langley seconded. The vote was unanimous.

Motion: Commissioner Booth motioned to come out of closed session. Commissioner Rebholz seconded. The vote was unanimous.

Mr. Alligood said based on the discussions the County has a cost/share agreement with North Carolina State University on Cooperative Extension employees that provide services to the County and in cooperation with NC State it's our recommendation that you adjust the administrative assistant position at Cooperative Extension by \$2,361 with the appropriate cost-share between the County and NC State covering that difference.

Motion: Vice-Chairman Langley motioned to approve the salary adjustment. Commissioner Booth seconded. The vote was unanimous.

Commissioner Comments

Commissioner Richardson said I'm going to read this and then I'm going to give it to the Clerk. He then read the following: I am very concerned and disgusted with the callous, arbitrary, and capricious of the majority of this Board tonight. The public pays high taxes in this County and deserves better representation to come at the use, sale, and illegal industry that goes with all non-prescription drugs. With attitudes like this is it any wonder our youth are dying from overdoses and if not dying, ruining their lives and the lives of friends and relatives. The effects of illegal drugs on children alone should spring Commissioners with any conscience into action.

Motion: Commissioner Booth motioned to adjourn. Vice-Chairman Langley seconded. The vote was unanimous.

Adjourned at 7:58 PM

Respectfully submitted to you by:

Kathleen Mosher
Clerk to the Board of County Commissioners

ADDENDUM 1

Items for Consent

- 1.** Health Dept FY 24 Consolidated Agreement – Janell Octigan, Health Director
- 2.** Trillium Opioid Remediation Grant – Janell Octigan, Health Director
- 3.** Electronic Health Record Subscription Renewal – Janell Octigan, Health Director
- 4.** Budget Amendment, Health – Janell Octigan, Health Director
- 5.** Grace Martin Harwell Senior Center Pass Through Grant – Anita Radcliffe, Finance Officer
- 6.** Memorial Day Celebration Fireworks Display – Chris Newkirk, Emergency Services
- 7.** Tax Office Refunds Over \$100.00 – Lloyd Salter and Wyn Kinion, Tax Administration
- 8.** Approval of Board Minutes – Katie Mosher, Clerk to the Board

FY 2024 CONSOLIDATED AGREEMENT

This Consolidated Agreement is made between the **North Carolina Department of Health and Human Services, Division of Child and Family Well-Being** (hereinafter referred to as “**DCFW**”) and **Division of Public Health** (hereinafter referred to as “**DPH**”), (herein DCFW and DPH collectively referred to as “**NCDHHS**”), and the **Beaufort County Health Department** (herein after referred to as “**LHD**”) (herein NCDHHS, DCFW, and LHD may individually be referred to as a “party” and collectively as the “parties”) for the purposes of maintaining and promoting the advancement of public health in North Carolina. This Consolidated Agreement shall cover a period from June 1, 2023 to May 31, 2024 and shall remain in force until the next Fiscal Year Consolidated Agreement is signed except as provided for in Section X. Provision of Termination.

Now, therefore, NCDHHS and LHD 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 Consolidated Agreement and any Agreement Addenda.)

I. LHD RESPONSIBILITIES

A. Performance

1. LHD shall perform activities in compliance with applicable program rules contained in the North Carolina Administrative Code (NCAC), as well as all applicable federal and North Carolina laws and regulations.
2. LHD shall perform the activities specified in the Agreement Addenda for State-funded budgets. LHD must negotiate these Agreement Addenda in good faith to the satisfaction of NCDHHS representatives as part of the Agreement execution. LHD will meet or exceed the Agreement Addenda deliverables unless extenuating circumstances prevail and are explained in writing and subsequently approved by the NCDHHS division, section, branch, or program.
3. LHD shall be committed to achieve health equity, promote inclusion of all populations affected by conditions contributing to health disparities (including race or ethnicity, sex, sexual identity, age, disability, socioeconomic status, and geographic location), and ensure all staff, clinical and non-clinical, participate in ongoing training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity. LHD shall administer and enforce all rules that have been adopted by the Commission for Public Health or adopted by the Local Board of Health, Consolidated Human Services Board, or Board of County Commissioners (hereinafter referred to as “LHD governing board”), and laws that have been enacted by the North Carolina General Assembly.
4. LHD shall provide to DPH a copy of any rules adopted, amended, or rescinded by the LHD governing board pursuant to N.C.G.S. § 130A-39 Powers and duties of a local board of health 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 Deputy Director of DPH or designee.
5. LHD shall provide formal training/orientation for its LHD governing and/or advisory board members.
6. LHD shall not require a client to present identification that includes a picture of the client for, at a minimum, immunization, pregnancy prevention, sexually transmitted disease, and communicable disease services.

7. LHD shall provide or assure provision of Care Management for High-Risk Pregnancies (CMHRP) and Care Management for At-Risk Children (CMARC). These services may be funded by Medicaid, state or federal funding through Agreement Addenda, private funders, or local funds.
 - a. Per the federal Child Abuse Prevention and Treatment Act (CAPTA) requirements, a notification to the county child welfare agency must occur upon identification of an infant as “substance-affected,” as defined by NCDHHS, for the development of a Plan of Safe Care (POSC). The POSC requires that all substance-affected infants be referred by the local Child Welfare Agency to CMARC for care management and care coordination, regardless of insurance coverage.
 - b. Medicaid requires that the LHD has the first right of refusal to provide CMHRP and CMARC services for SFY22 – SFY24.
 - c. LHD shall use every resource including technical assistance from the regional consultants and State CMHRP and CMARC program leads to resolve issues to prevent care gaps and discontinuation of services.
 - d. In the event that LHD determines it cannot directly provide CMHRP and/or CMARC, LHD shall:
 - 1) Notify the DCFW and DPH Directors in writing of LHD’s intention to discontinue the services at least 180 calendar days in advance of discontinuing the provision of CMHRP and/or CMARC. If 180 days’ advance notice is not possible, LHD must provide as much notice as possible and is still responsible to provide the services until those services are sufficiently transitioned to another entity;
 - 2) Follow the Care Management Service Termination and Transfer of Services¹ process from the Division of Health Benefits; and
 - 3) Cooperate with DPH in identifying another local health department that can provide these care management services.
8. LHD shall notify the DCFW and DPH Directors if any of the following occurs:
 - a. There is a legal name change to LHD.
 - b. A local health director or interim local health director is appointed or leaves office.
 - c. LHD becomes part of a consolidated human services agency, a district, or a public health authority.
 - d. There is any other governance change.
 - e. LHD is not subject to the NC Human Resources Act.

Notification should be in writing within the next business day and provide a governance organizational chart and any relevant supporting documents reflecting the changes.

9. LHD shall retain financial and program records including electronic records in accordance with the North Carolina Department of Natural and Cultural Resources’ Local Government Schedules records retention policy² and in accordance with the retention of those records as described in Section IV. Fiscal Control, Paragraph F. Records resulting from these services shall not be destroyed, purged, or disposed of except in accordance with the 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

¹ <https://medicaid.ncdhhs.gov/media/11881/open>

² <https://archives.ncdcr.gov/government/local>

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 Consolidated Agreement or any Agreement Addenda 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. Data/Reporting

1. LHD shall report client, service, encounter, and other data as specified by applicable program rules, Agreement Addenda for State-funded budgets, North Carolina General Statutes, the North Carolina Administrative Code, and/or federal law or regulation. Data shall be reported through North Carolina's centralized reporting system known as the LHD Health Services Analysis (LHD-HSA). 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 N.C.G.S. § 130A-34.2, LHD shall allow the State to submit (on its behalf) the Social Security Numbers of all clients to the Social Security Administration for verification.
2. LHD 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 Environmental Health Section.
3. LHD shall provide access to patient records to authorized staff from DCFW and DPH for technical consultation, program monitoring, and program evaluation, as specified by this Consolidated Agreement, Agreement Addenda for State-funded budgets, North Carolina law, North Carolina Administrative Code, and federal law and regulation.
4. In accordance with N.C.G.S. § 130A-94, the local health director shall serve as the local registrar of vital statistics. In accordance with N.C.G.S. § 130A-96, the local registrar shall appoint a deputy local registrar. The LHD shall report the name and contact information of any local registrar and deputy local registrar to the State Registrar of Vital Statistics within 24 hours of appointment. The LHD shall also report to the State Registrar when any local registrar or deputy registrar resigns or otherwise departs from the role. The local registrar shall fulfill duties as set out in N.C.G.S. § 130A-97. In accordance with N.C.G.S. § 130A-97(5), the local registrar may have a copy of the data from each certificate and maintain it for up to two years. This data shall be maintained securely, as set out in Subparagraphs 5., 6., and 7. below, and used in accordance with applicable law.
5. LHD shall provide network and internet access at its facilities (or to the county network where desired) in order to:
 - a. Connect with critical data and surveillance systems including, but not limited to, the North Carolina Health Alert Network (NC HAN), North Carolina Electronic Disease Surveillance System (NC EDSS), North Carolina Immunization Registry (NCIR), Local Health Department Health Services Analysis (LHD-HSA), North Carolina Crossroads WIC System, North Carolina Database Application for Vital Events (NCDAVE), and Electronic Birth Registration System (EBRS);
 - b. Rapidly communicate email alerts to and from DPH regarding bioterrorism and public health topics (outbreaks, emergency alerts, etc.);
 - c. Access NCDHHS training material and information used for training staff, including access to webinars;
 - d. Maintain a secure infrastructure for remote data entry; and

- e. Report electronically all required Environmental Health Section inspection data in the format and frequency specified by DPH.
6. LHD may utilize security products (e.g., firewalls) of its choosing to maintain network connectivity and security integrity. The LHD network configuration and security practices must allow communication with systems within the NCDHHS networks.
7. LHD shall be responsible to report all privacy and security breaches that may affect NCDHHS data and surveillance systems to NCDHHS as soon as possible but no later than 24 hours from discovery of the breach by completing a report via the NCDHHS Privacy and Security Office – Incident Reporting Form.³ If the breach involves Social Security Administration (SSA) data or Centers for Medicare and Medicaid Services (CMS) data, the LHD shall report the breach within 1 hour of becoming aware of the breach. This may include but is not limited to ransomware attacks, malicious code execution, or network breaches. LHD's access to NCDHHS data and surveillance systems may be limited or turned off until proof of remediation is supplied by LHD. LHD shall reimburse NCDHHS or otherwise be held responsible for the costs associated with giving affected persons written notice of a privacy or security incident, as required by any applicable federal or state law, when the privacy or security incident arises out of LHD's performance under this Consolidated Agreement or Agreement Addenda. If a subcontractor is used by LHD in its performance of this work, the LHD must hold the subcontractor to the same privacy and security requirements set out in this Consolidated Agreement and Agreement Addenda.

C. Assessments and Plans

1. LHD shall provide to the Director of Community Health Assessment, State Center for Health Statistics or designee:
 - a. A comprehensive community health assessment (CHA) at least every four years for each county or health district as follows:
 - 1) The CHA report is due on the first Monday in March following the year of community health assessment.
 - 2) The CHA report shall be submitted as an attachment via the web-based software, Clear Impact Scorecard. The executive summary and community priorities will appear in the note fields.
 - 3) The CHA shall be a collaborative effort with local partners inclusive of hospitals, businesses, community partners, and local community health coalitions, and the CHA report shall identify a list of community health problems based on the assessment.
 - 4) The CHA report shall include primary and secondary data that is collected and analyzed.
 - 5) Secondary data shall be obtained from published statistical tables and reports from the State Center for Health Statistics (SCHS) or other official sources.
 - 6) Primary data needs and methodologies shall be determined once secondary data have been reviewed and gaps in knowledge about the community are identified.
 - 7) After analyzing primary and secondary data, the CHA report shall describe available community resources and resource needs for the identified community health problems.
 - 8) Each identified community health problem shall be prioritized and described in the narrative. The CHA report shall include data analysis of those indicators listed in the Accreditation Self-Assessment Inventory, Benchmark 1, Activity 1.1.

³ <https://security.ncdhhs.gov/>

- b. A Community Health Improvement Plan (CHIP) no later than six months after the completion of the CHA as follows.
 - 1) The CHIP is due by the first Monday in September following the year of assessment.
 - 2) The CHIP shall be submitted via the web-based software, Clear Impact Scorecard.
 - 3) The CHIP shall address a minimum of two priorities identified in the most recent community health assessment.
 - 4) The CHIP shall be data driven and derived by using results-based accountability to focus on both population and program accountability. Results, indicators, programs, and performance measures must be included.
 - 5) The CHIP shall be aligned with one or more of the Healthy North Carolina 2030 indicators and use best evidence interventions targeting health behaviors, the physical environment, social and economic factors, and/or clinical care.
 - 6) The CHIP shall be aligned with the current N.C. State Health Improvement Plan and consider policy recommendations as a best practice opportunity.
 - 7) The CHIP shall be updated at least annually, and LHD must monitor its performance against the CHIP annually.
 - 8) Components of the CHIP may persist across CHA-CHIP cycles when:
 - a) the health problem persists and continues to be a priority; and
 - b) new interventions are needed; and/or
 - c) the interventions need to be expanded to a new target population.
- c. A state of the county or district health report (SOTCH) during each interim year between CHAs as follows:
 - 1) The SOTCH is due by the first Monday in March in years when a CHA is not submitted.
 - 2) The SOTCH shall be submitted via the web-based software, Clear Impact Scorecard.
 - 3) The SOTCH shall include:
 - a) progress made on each performance measure in the CHIP;
 - b) morbidity and mortality changes since the last CHA;
 - c) emerging issues since the last CHA; and
 - d) new, paused, and/or discontinued initiatives since the last CHA.
- 2. LHD shall make a written request for any variances in submission of CHA, CHIP, and SOTCH documents in advance of the required date of submission. Emails may be sent to the Director, Community Health Assessment, State Center for Health Statistics at cha.sotch@dhhs.nc.gov.
- 3. For LHD accreditation, all instances of Clear Impact Scorecard must be linked to the HNC 2030 Scorecard licensed by the Foundation for Health Leadership & Innovation (FHLI).
- 4. Refer to guidance located on the North Carolina State Center for Health Statistics website under "Local Data Analysis and Support."⁴

II. NCDHHS RESPONSIBILITIES

A. Training, Consultation, and Support

- 1. DCFW and DPH shall provide training to LHD for LHD's response to this Consolidated Agreement and to the Agreement Addenda. Upon request, consultation will be provided by DCFW and/or DPH to LHD.

⁴ <https://schs.dph.ncdhhs.gov/units/ldas/cha.htm>

2. DCFW and/or DPH shall provide coordination and support for the education and training for the public health workforce, including developing training opportunities at the Section/Branch/Program level to achieve health equity, promote inclusion of all populations affected by health disparities (including racial/ethnic minority groups and persons with disabilities), and ensure all staff, clinical and non-clinical, have opportunities for training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity.
3. DCFW and DPH shall provide leadership for liaison activities between NCDHHS and LHD for general problem solving and technical support around areas addressed within this Consolidated Agreement.
4. DPH shall provide high-level consultation, technical assistance, and advice to local health directors and teams via the DPH Local and Community Support (LCS) Section. For more information, contact the DPH Deputy Director/LCS Section Chief. 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; and
 - f. General Administrative Consultation, including consultation and technical assistance in budgeting, fiscal, administrative and management support topic areas.
5. DCFW and DPH 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. Contact the specific division's section chief or branch head to arrange for technical assistance and consultant services.
6. DPH shall provide course coordination, consultation, and technical assistance on nursing practice and standards, policies, and procedures that cross programs via the DPH LCS Section, Local Technical Assistance and Training Branch (LTATB). Contact the Chief Public Health Nurse/Branch Head, LTATB.
7. DPH shall provide support and consultation to the public health workforce in LHD, through the provision of regional public health consultants who offer technical assistance and training on professional development; program planning, program evaluation and quality assurance and data collection. Contact the Chief Public Health Nurse/Branch Head, LTATB.

B. Performance

1. DCFW and DPH shall act as liaisons between the public health system and the Division of Health Benefits (the State's Medicaid agency) on issues related to Medicaid reimbursed services provided by the State and LHD. DCFW and DPH shall cooperate with the Division of Health Benefits to provide technical assistance, guidance, and consultation to local health programs to ensure compliance with Medicaid policies and procedures.
2. For services of the State Laboratory of Public Health (SLPH), DPH 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 SLPH only, when ordered via the SLPH's web-based mailroom ordering system;

- b. Ensure qualified personnel to process, analyze, and report test results;
 - c. Ensure that SLPH maintains Clinical Laboratory Improvement Amendments of 1988 (CLIA) certification;
 - d. Submit invoices to LHD via electronic means;
 - e. Collect interest (per N.C.G.S. § 147-86.23 Interest and penalties) and a 10% late fee as appropriate; and
 - f. Provide a qualified Laboratory Director and a Technical Consultant for LHD's laboratories participating in the North Carolina SLPH 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.
3. DCFW and DPH will provide support and technical assistance for LHD to comply with all applicable laws, regulations, and standards relating to the activities covered in this Consolidated Agreement.
 4. DCFW and DPH shall conduct reviews, audits, and program monitoring to determine compliance with the terms of this Consolidated Agreement and its associated Agreement Addenda.

C. Data/Reporting

1. DCFW and DPH shall provide automated data and surveillance systems to collect DCFW and DPH program-related data from client, service, encounter, and other data on behalf of LHD and other public health programs. DCFW and DPH shall provide business and technical support to the users of these systems. DCFW and DPH shall notify LHD as opportunities and/or timelines for improved or emerging technology systems occur. These systems may include, but are not limited to:
 - a. LHD-Health Services Analysis: for automated reporting of clinical service data fields;
 - b. Environmental Health Inspection Data System (EHIDS) for Food and Lodging inspection and billing data;
 - c. Electronic surveys for gathering statewide data for external funders;
 - d. Aid-to-Counties Database for reporting and claiming State funds and any federal funds which are allocated by DPH;
 - e. North Carolina Health Alert Network (NC HAN);
 - f. North Carolina Electronic Disease Surveillance System (NC EDSS);
 - g. North Carolina Immunization Registry (NCIR);
 - h. Electronic Birth Registration System (EBRS);
 - i. COVID-19 Community Team Outreach (CCTO) Tool;
 - j. COVID-19 Vaccine Management System (CVMS); and
 - k. North Carolina Database Application for Vital Events (NCDAVE) for electronic death registration.

Other automated data and surveillance systems may be added as they are developed; others may be discontinued.

2. DCFW and DPH shall be responsible in its use of data received and reviewed in its various roles as a public health authority, health oversight agency, and business associate. Protected health information (PHI) received by DCFW and DPH in its capacity as a covered entity or business associate shall be

protected as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (see Attachment B: Business Associate Agreement Addendum to this Consolidated Agreement).

D. Fund Availability and Notification: DCFW and DPH shall provide to LHD the Budgetary Estimates of Funding Allocations no later than February 14 of each year to use in preparation of its local budget proposals per current General Statute unless exceptions are noted in the respective Agreement Addenda.

1. An exception is the Food and Lodging distributions required by N.C.G.S. § 130A-248(d). DPH shall provide the Food and Lodging funding allocation on the Distribution Spreadsheet, which will accompany the Activity 874 Food and Lodging Agreement Addendum.
 - a. The Food and Lodging Local Health Department Request for Payment Form (DPH EH 2948) will accompany the Agreement Addendum for Activity 874 Food and Lodging and will be provided to LHD no later than March 30 for the State Fiscal Year (SFY) in which payment will be made. DPH shall disperse Food and Lodging funds to LHD upon receipt of the executed Agreement Addendum and the signed, completed, and approved Food and Lodging Local Health LHD Request for Payment Form.
2. DCFW and DPH shall each provide a Funding Authorization document to LHD after the receipt of the Certified State Budget.
3. DCFW and DPH shall make funds available to LHD at the beginning of each fiscal year upon receipt of this executed Consolidated Agreement and the executed Agreement Addenda. Funds will be dispersed in accordance with the timely submissions of Expenditure Reports. Payment will be made to LHD according to the NCDHHS Controller's Office Aid-to-Counties Expenditure Control Schedule issued December of each year for the following calendar year.

III. FUNDING STIPULATIONS

A. Use of Funds

1. Funding for this Consolidated Agreement and all Agreement Addenda is subject to the availability of State, federal, and Special Funds for the purpose set forth in this Consolidated Agreement and the Agreement Addenda.
2. During the period of this Consolidated Agreement, LHD shall not use State, federal or Special Project funds received under this Consolidated Agreement or any Agreement Addenda to reduce locally appropriated funds as reflected in the Local Appropriations Budget (see Section IV. Fiscal Control, Paragraph H. Local Appropriations Budget).

B. Compliance

1. To receive funding under this Consolidated Agreement, LHD shall comply with 10A NCAC 46, Section .0200 Standards for Local Health Departments.
2. LHD shall maintain authenticated 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 2 C.F.R. Part 200) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.
3. LHD charges/billing. LHD shall:
 - a. Establish one charge per clinical/support service for all payors (including Medicaid) based on its related costs as permitted by N.C.G.S. § 130A-39(g);

- b. Bill all payors the established charge (with the exception that 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);
- c. Make every reasonable effort to collect charges for services through public or private third-party payors (except where prohibited by federal regulations or State law) noting, however, that no one shall be refused services solely because of an inability to pay; and
- d. Review all LHD fees, including environmental health fees, annually with the governing body in accordance with the North Carolina Local Health Department Accreditation Board guidance and local policies.

LHD may accept negotiated or other agreed upon lower amounts (e.g., the Medicaid reimbursement rate) as payment in full.

- 4. LHD shall comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), codified at 2 C.F.R. 200, when utilizing federal grant funds.
 - a. When procuring goods and services with federal grant funds, LHD shall apply the most restrictive rule when following federal, State, and local government procurement requirements.
- 5. When administering the Women, Infants, and Children's Program (WIC), LHD 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 U.S.C. 1760(b). This Act requires local health departments 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.
- 6. LHD agrees to execute the following consolidated Federal Certifications (Attachment C) as applicable when receiving federal funds and to immediately notify DCFW and DPH if the certifications, as executed, change during the term of the Consolidated Agreement:
 - a. Certification regarding Nondiscrimination;
 - b. Certification regarding Drug-Free Workplace Requirements;
 - c. Certification regarding Environmental Tobacco Smoke;
 - d. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions; and
 - e. Certification regarding Lobbying.
- 7. Pursuant to the Federal Funding Accountability and Transparency Act (FFATA), LHD is required to submit to DCFW and DPH information that is reportable by DCFW and DPH for all qualified sub-awardees of federal funds. LHD will complete and submit the FFATA Data Reporting Requirement forms provided by DCFW and DPH to determine the eligibility as a sub-awardee for reporting purposes. Information provided by LHD will be used by DCFW and DPH to report subawards (funding authorizations) equal to or greater than \$30,000 from each federal grant.
- 8. LHD shall provide its Unique Entity Identifier (UEI) to DCFW and DPH, which will be used by DCFW and DPH when reporting subawards in the FFATA Subaward Reporting System (FSRS). The federal government's System for Award Management (SAM) assigns the UEI to uniquely identify business entities.

C. Training Reimbursement

1. Subject to the availability of funds and approval by the Office of the Chief Public Health Nurse/Local Technical Assistance Training Branch, LHD may request reimbursement of expenses for LHD 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 submitted by LHD to the Local Technical Assistance and Training Branch within the same fiscal year the course is completed.

The Training Funds Reimbursement Request Form can be found on the DPH For Local Health Departments website under “General Information: Training Reimbursement.”⁵

2. Subject to the availability of funds and approval by the DPH Environmental Health Section, LHD may request reimbursement for Centralized Intern Training (CIT) and a one-time mileage allocation. Reimbursement requests must be submitted by LHD to the DPH Environmental Health Section within the same fiscal year the training is completed. Reimbursement requires successful completion of the course, and requests must be submitted by LHD within 60 days of course completion. (Reimbursement Request Form DHHS 4125 *Centralized Intern Training Funds Reimbursement Request* is available on the DPH Environmental Health website under “Centralized Intern Training and Authorization.”⁶
 - 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 in which they are employed.
 - 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, Northampton, 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.

⁵ <https://publichealth.nc.gov/lhd/> Note: This form can also be downloaded at <https://publichealth.nc.gov/lhd/docs/Funds-ReimbForm.xlsx>

⁶ <https://ehs.ncpublichealth.com/oet/index.htm>

D. Purchases

1. 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 guidance published by the Governmental Accounting Standards Board (GASB) for capital assets.
 - 2) All equipment with an acquisition cost of \$500 or more that was purchased with Women, Infants and Children (WIC) Program Funds prior to January 1, 2018 will be inventoried with the DCFW Community Nutrition Services Section. The Local Agency is responsible for assigning a fixed asset number and applying a fixed asset tag to equipment purchased by the Local Agency, using WIC funds, after January 1, 2018. Within 60 days of the purchase, the Local Agency will provide to the DCFW Community Nutrition Services Section a written report of the purchase, including a description of the item purchased, serial number, fixed asset tag number, and a copy of the bill of sale.
 - b. For Prior Approval Purposes:
 - 1) Unless a more restrictive requirement applies in an Agreement Addendum, all equipment purchased or leased with an acquisition cost exceeding \$2,500, where there is an option to purchase with State/federal funds, the purchase or lease must receive prior written approval from the appropriate Section and Branch within DCFW and DPH. [See Subparagraph 2 below for WIC requirements.] For those purchased with DPH Public Health Preparedness and Response (PHP&R) Branch funds only, any purchase exceeding \$2,500 per invoice shall be treated as a single purchase for prior approval purposes. [For example, on one invoice, the LHD purchases a computer, monitor, and printer totaling more than \$2,500, or purchases six computers at \$500 each.]
 - 2) For WIC, all computer and medical equipment purchased or leased, must receive prior written approval from the DCFW Community Nutrition Services Section regardless of cost. In addition, all other tangible assets (non-computer/medical) with an acquisition cost exceeding \$500 must receive prior approval. Computer accessories, such as keyboards and monitors, do not require approval.
 - c. For Accounting Purposes
 - 1) LHD must utilize the depreciation schedule provided by the State for all assets with an acquisition cost of \$5,000 or greater. The accumulated depreciation shall be recorded in the general fixed assets account group.
2. Prior approval required for purchases other than equipment:
 - a. For DPH PHP&R Branch funds, purchases for meals and refreshments must receive prior written approval from the PHP&R Branch.
 - b. The use of Medicaid fees generated by maternal and child health programs for capital improvements requires prior written approval from the State Title V Director; the State Title V Director will secure proper programmatic approval as applicable.
 - c. For other prior approval requirements, see individual Agreement Addenda.

IV. FISCAL CONTROL

- A. LHD shall comply with the Local Government Budget and Fiscal Control Act, North Carolina General Statute Chapter 159, Article 3.

1. LHD shall maintain a purchasing and procurement system in accordance with generally accepted accounting principles and procedures set forth by the Local Government Commission.⁷
- B. LHD shall execute written agreements with all parties who invoice LHD 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. When subcontracting, LHD must meet the following requirements:
 1. LHD is not relieved of the duties and responsibilities provided in this Consolidated Agreement and Agreement Addenda.
 2. LHD will not enter into a subcontractual financial assistance agreement with any entity on the current North Carolina Office of State Budget and Management (OSBM) Suspension of Funding List (SOFL) and shall withhold funds not yet disbursed until the entity has been removed from the SOFL. Updated SOFLs are released weekly and are available on the OSBM website.⁸
 3. The subcontractor will agree to abide by the standards set out in this Consolidated Agreement and relevant Agreement Addenda or to provide such information as to allow LHD to comply with these standards.
 4. The subcontractor shall be subject to all conditions of this Consolidated Agreement and of any subsequent Agreement Addenda for which they perform work on behalf of LHD.
 5. The subcontractor will agree to allow DCFW and/or DPH and federal authorized representatives' access to any records pertinent to its role as a subcontractor of LHD.
 6. Upon request, LHD will make available to DCFW and/or DPH a copy of subcontracts supported with State or federal funds.
- D. LHD must receive prior written approval from DCFW and/or DPH to subcontract when any of the following conditions exist:
 1. LHD proposes to subcontract to a single entity 50 percent or more of the total State and federal funds made available through this Consolidated Agreement;
 2. LHD proposes to subcontract 50 percent or more, or \$50,000, whichever is greater, of the total State and federal funds made available through this Consolidated Agreement or any Agreement Addendum; and/or
 3. LHD proposes to subcontract for any of the services in the Women, Infants and Children (WIC) Program.
- E. LHD shall return by email a signed copy of all DCFW Funding Authorization documents to DCFW Budget Office and all DPH Funding Authorization documents to DPH Budget Office.
- F. LHD 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 and subsequent Amendments, Agreement Addenda, Agreement Addenda Revisions, and other financial records in accordance with the current Records Disposition Schedule for Local Health Departments issued by the North Carolina Department of Natural and Cultural Resources.⁹

⁷ <https://www.nctreasurer.com/divisions/state-and-local-government-finance-division/local-government-commission>

⁸ <https://www.osbm.nc.gov/stewardship-services/grants-management/suspension-funding-memos>

⁹ <https://archives.ncdcr.gov/government/local-government-agencies/local-health-departments-schedule>

G. Audits/Monitoring: The county or LHD shall have an annual audit performed in accordance with the Single Audit Act of 1984 (with amendment in 1996) and 2 C.F.R. Part 200. The audit report shall be submitted to the Local Government Commission (LGC) by the County Administration (if single county LHD) 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 NCDHHS Internal Audit Office by LGC will be investigated and findings verified by the NCDHHS Controller's Office staff with assistance of DPH Program Staff.

H. Local Appropriations Budget:

1. LHD shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each Agreement Addendum in a manner consistent with instructions provided in funding-specific budgetary guidance from DCFW and DPH and the specific guidance from the respective programs.
2. LHD shall not reduce county appropriations for maternal and child health services provided by the local health departments because they have received State appropriations for this purpose, pursuant to N.C.G.S. § 130A-4.1.(a) State funds for maternal and child health care/nonsupplanting.
3. LHD shall budget and expend all income earned by LHD for maternal and child health programs supported in whole or in part from State or federal funds, received from NCDHHS, to further the objectives of the program that generated the income, pursuant to N.C.G.S. § 130A-4.1.(b) State funds for maternal and child health care/nonsupplanting.
4. LHD shall not reduce county appropriations for health promotion services provided by the local health departments because they have received State appropriations for this purpose, pursuant to N.C.G.S. § 130A-4.2. State funds for health promotion/nonsupplanting.
5. LHD shall complete the LHD Assurance of County Appropriations Maintenance (Nonsupplanting) (Attachment A) regarding its compliance with these requirements.

I. Local Earned Revenues Budgeting and Reporting: LHD shall observe the following conditions when budgeting and expending Local Earned Revenues:

1. Locally appropriated funds may not be withdrawn due to fee collection greater than projected in the budget or due to new grant funding except during the last two months of the fiscal year to allow the county to manage end of year budget close out.
2. Earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it unless otherwise noted in the respective Agreement Addenda.
 - a. Revenue generated by a women's or children's health program may be budgeted and expended in any women's or children's health program, unless a specific Agreement Addendum has a more restrictive requirement.
3. LHD shall not use personal health program funds to support environmental health programs nor use environmental health program funds to support personal health programs.
4. Use of program income generated by the expenditure of federal categorical funds will be governed by applicable federal regulations, including, but not limited to, 2 C.F.R. Part 200.
5. 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.

6. The amount of Title XIX fees budgeted and expended in FY 2023-2024 must equal or exceed the amount of Title XIX revenues earned during FY 2021-2022. 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 LHD provides sufficient justification.

J. Aid-to-Counties Database and Expenditure Reports: LHD shall submit a monthly report of actual State, federal, and local required match expenditures to the NCDHHS Controller's Office via the Aid-to-Counties Database (ATC).

1. Specific ATC instructions and training will be provided by LTATB to LHD.
2. LHD shall submit to the NCDHHS Controller's Office a monthly Expenditure Report of the pertinent month's actual expenditures for all programs via ATC. The Office of the Controller's Aid-to-Counties Expenditure Control Schedule, published annually in December for the following calendar year, provides the submission dates for these expenditures. This schedule allows LHD at least seven days to enter the pertinent month's expenditures into ATC. Failure to meet the reporting deadline will result in the exclusion of those expenditures for that month. LHD must submit these monthly Expenditure Reports via ATC consecutively throughout the Consolidated Agreement period.

The health director and the finance officer will approve the monthly Expenditure Report in ATC, and the system will alert the staff in the NCDHHS 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 required match expenditures are part of the Expenditure Report. 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.

3. The final Expenditure Report for the SFY, the last service month to be paid in the SFY, will be May services, which are reported and paid in June. (Services provided in June and reported in July will be paid out of the next SFY.)
4. When Agreement Addenda are supported by federal funding or grants that do not coincide with the SFY, 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 each grant. Expenditures of federal funds must be reported according to the funding period for a grant. For each grant, the Budgetary Estimate document and the Funding Authorization document will have service and payment month dates listed. Failure to report expenditures after the payment period ends may result in non-payment.
5. LHD shall have the opportunity to submit amended expenditure reports in the month following discovery of the error. LHD shall 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 SFY.
 - a. In accordance with Subparagraph 4 above, LHD 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.
 - b. LHD shall review its prior reimbursement claims against payments monthly.
 - c. 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 DCFW Budget Office or the DPH Budget Office, as appropriate.
 - d. Any overpayments identified by either the State or LHD will be adjusted out of the next month's claim for reimbursement by the NCDHHS Controller's Office or by submitting a check to

NCDHHS for payment if it is the last month of the fiscal year or if the federal grant is closed. There is no provision to carry forward funds from one SFY to another.

V. PERSONNEL POLICIES

- A. LHD shall adhere to and fully comply with State and county personnel policies, as applicable.
- B. Environmental Health Specialists employed by the LHD shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to N.C.G.S. § 130A-4 Administration. This delegation shall be done according to 15A NCAC 01O .0101 Scope of Delegated Authority.
 - 1. LHD is responsible for sending its newly employed environmental health specialists (interns) to centralized intern training within 180 days from date of employment.
 - 2. Arrangements for centralized intern training for newly employed environmental health specialists will be handled by DPH Education and Training Staff.
 - 3. LHD, 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 LHD. 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.
- C. LHD shall comply with 10A NCAC 46 .0301 Minimum Standard Health Department: Staffing.
- D. LHD shall complete the State Certifications (Attachment D) 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.

VI. CONFIDENTIALITY

- A. LHD shall protect the confidentiality of all information, data, instruments, documents, studies, or reports received under this Consolidated Agreement and/or Agreement Addenda in accordance with the standards of the State of North Carolina and NCDHHS privacy and security policies, applicable local laws, State regulations, and federal regulations including: the Privacy Rule at 45 C.F.R. Part 160 and subparts A and E of Part 164, Security Standards at 45 C.F.R. Parts 160, 162, and subparts A and C of Part 164 (“the Security Rule”), and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH).
- B. All information obtained by LHD personnel in connection with the provision of services or other activity under this Consolidated Agreement and/or Agreement Addenda shall be confidential, except as may be required or allowed by law or otherwise permitted by this Consolidated Agreement and/or Agreement Addenda. Information may be disclosed in accordance with North Carolina and federal law, which may include in summary, statistical, or other form that does not directly or indirectly identify particular individuals. Otherwise, information shall not be disclosed or made available to any individual or organization without the prior written consent of the client or responsible person, except as may be required or allowed by law or otherwise permitted by this Consolidated Agreement and/or Agreement Addenda.
- C. LHD employees, contractors, volunteers, students, and those acting on LHD’s behalf and authority must sign confidentiality agreements documenting the knowledge of, and the agreement to maintain personal and medical confidentiality.

VII. CIVIL RIGHTS

- A. LHD shall assure that no person, on the grounds of race, color, age, religion, sex, marital status, immigration status, national origin, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Consolidated Agreement and/or Agreement Addenda.
- B. The Americans with Disabilities Act of 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. LHD 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 Consolidated Agreement and Agreement Addenda.
- C. As required by Title VI of the Civil Rights Act of 1964, LHD, because it receives federal funds, must provide interpreter services at no charge to Limited English Proficiency clients in all programs and services offered by LHD.

VIII. DISBURSEMENT OF FUNDS

- A. DCFW and/or DPH, as applicable, shall disburse funds to LHD on a monthly basis; monthly disbursements for each program Activity will be based on monthly expenditures reported.
- B. 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.
- C. 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.

IX. AMENDMENT OF AGREEMENT

Amendments, modifications, or waivers of this Consolidated Agreement may be made at any time by mutual written consent of all parties, signed by appropriate representatives of the parties. This Consolidated Agreement may not be amended orally or by performance.

X. PROVISION OF TERMINATION

- A. Any party may terminate this Consolidated Agreement or any Agreement Addenda for reasons other than non-compliance upon 60 days written notice from the terminating party to the other parties. If termination occurs, LHD shall receive payment only for allowable expenditures, up to and including the date of termination. Termination for reasons of non-compliance shall be handled in accordance with Section XI. Compliance.
- B. In the event of termination of this Consolidated Agreement or any associated Agreement Addenda, DCFW and/or DPH may withhold payment to LHD until it can be determined whether LHD is entitled to further payment or whether DCFW and/or DPH is entitled to a refund.

XI. COMPLIANCE

- A. DCFW and/or DPH shall respond to non-compliance with all terms of this Consolidated Agreement or any Agreement Addenda as follows:
 - 1. Upon determination of non-compliance, DCFW and/or DPH shall give LHD 60 days prior written notice to come into compliance. If the deficiency is corrected, LHD shall submit a written report to DCFW and/or DPH that sets forth the corrective action taken.

2. If the stated deficiency is not corrected to the satisfaction of DCFW and/or DPH after the 60-day period, disbursement of funds for the particular activity may be temporarily suspended pending negotiation of a plan of corrective action.
3. If the deficiency is not corrected to the satisfaction of DCFW and/or DPH within 90 days of the written notice in Subparagraph 1. above, program funds may be permanently suspended until LHD can provide evidence that the deficiency has been corrected.
4. In the event of LHD's non-compliance with clauses of this Consolidated Agreement or any Agreement Addenda, NCDHHS may cancel, terminate, or suspend this Consolidated Agreement and any Agreement Addenda in whole or in part, and LHD may be declared ineligible for further DCFW and/or DPH contracts or agreements. Such terminations for non-compliance shall not occur until the provisions of Subparagraphs 1., 2., and 3. above have been followed and documented and have failed to correct the deficiency.

B. Monitoring – “Uniform Guidance” or “Omni-Circular” 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F Audit Requirements requires that pass-through entities monitor the activities of its 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 related monitoring requirements for State funds received by subrecipients in N.C.G.S. § 143C-6-23 State grant funds: administration; oversight and reporting requirements. Also, DCFW and DPH must perform monitoring as required in the current NCDHHS Policy and Procedure Manual and the current DPH Subrecipient Monitoring Plan.

Additionally, LHD is required under 2 C.F.R., Part 200 Subpart F, N.C.G.S. § 143C-6-23, and N.C.G.S. § 159-34 Annual independent audit; rules and regulations, to perform monitoring of its subrecipients and to maintain records to support such monitoring activities and results. Accordingly, LHD shall participate fully in monitoring by DCFW and DPH and shall appropriately monitor its subrecipients to the extent necessary based on the assessed level of risk.

In witness whereof, **LHD**, **DCFW**, and **DPH** have executed this Consolidated Agreement.

Beaufort County Health Department

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

Health or Human Services Director Date

Division Director Date

Finance Officer Date

**North Carolina Department of
Health and Human Services,
Division of Child and Family Well-Being**

County Official Date
(when locally required)

Division Director Date

ATTACHMENT A
LHD Assurance of County Appropriations Maintenance (Nonsupplanting)

The LHD assures compliance with the following North Carolina General Statutes:

§ 130A-4.1. State funds for maternal and child health care/nonsupplanting.

- (a) NCDHHS shall ensure that local health departments do not reduce county appropriations for maternal and child health services provided by the local health departments because they have received State appropriations for this purpose.
- (b) All income earned by local health departments for maternal and child health programs supported in whole or in part from State or federal funds, received from NCDHHS, shall be budgeted and expended by local health departments to further the objectives of the program that generated the income. (1991, c. 689, s. 170; 1997-443, s. 11A.57.)

§ 130A-4.2. State funds for health promotion/nonsupplanting.

NCDHHS shall ensure that local health departments do not reduce county appropriations for health promotion services provided by the local health departments because they have received State appropriations for this purpose. (1991, c. 689, s. 171; 1997-443, s. 11A.58.)

Acting officially in an authorized capacity on behalf of the LHD and with an understanding of the LHD’s responsibilities under this Assurance, I assure the nonsupplantation of county appropriations as specified above.

All information provided with this Assurance is up-to-date and accurate. I am aware that false statements could be cause for invalidating this Assurance and may lead to other administrative or legal action.

Beaufort County Health Department

Health or Human Services Director	Date

Finance Officer	Date

County Official	Date

(Attachment A to the Consolidated Agreement requires the County Official signature if it was included on the Consolidated Agreement.)

ATTACHMENT B**BUSINESS ASSOCIATE AGREEMENT ADDENDUM TO THE CONSOLIDATED AGREEMENT**

This Business Associate Agreement (the “Agreement”) is made effective June 1, 2023, by and between **Beaufort County Health Department** (“Covered Entity”) and the **North Carolina Department of Health and Human Services, Division of Public Health** and the **North Carolina Department of Health and Human Services, Division of Child and Family Well-Being** (collectively, the “Business Associate”), (the Covered Entity and the Business Associate collectively, the “Parties”).

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to the “FY 2024 Consolidated Agreement” (the “Consolidated Agreement”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an LHD 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 Agreement Addendum to the Consolidated Agreement 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 applicable parts of 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 Consolidated Agreement 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 Consolidated Agreement, 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 Consolidated Agreement 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 Consolidated Agreement 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 Consolidated Agreement 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 Consolidated Agreement 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 Consolidated Agreement 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 Consolidated Agreement.
- b. Except as provided in this Agreement, all terms and conditions of the Consolidated Agreement 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 Consolidated Agreement, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Consolidated Agreement 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 Consolidated Agreement for cause.

Beaufort County Health Department

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

Health or Human Services Director

Date

Division Director

Date

North Carolina Department of Health and Human Services,
Division of Child and Family Well-Being

Division Director

Date

ATTACHMENT C 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

Date

Beaufort County Health Department

Contractor [Organization] Legal Name

[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 LHD 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):

Street Address No. 1: 1436 Highland Drive

City, State, Zip Code: Washington, NC 27889

Street Address No. 2: 220 N Market Street

City, State, Zip Code: Washington, NC 27889
3. Contractor will inform the LHD 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 LHD 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 C.F.R. 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 LHD 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 LHD 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

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

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

ATTACHMENT D STATE CERTIFICATIONS

Contractor Certifications Required by North Carolina Law

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

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

Certifications

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

Contractor's
Name:

Beaufort 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.

**Beaufort County
Finance**

**Budget
Amendment
Request**

Department: HEALTH

Date of Request: 04/03/23

FY Budget: 2023

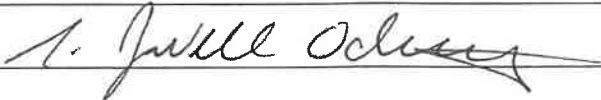
ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105158-551015	Opioid Remediation Capital Outlay Equipment	\$186,775	
105158-526030	Opioid Remediation Supplies	\$59,407	
100600-460000	Health Grants	\$246,182	

Department Justification: Trillium Opioid Remediation Grant

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. N/A

State Position No. N/A

APPROVAL	SIGNATURE	DATE
Department Head		3/21/23
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	



Purchase Order

Fiscal Year 2023

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20230851

Delivery must be made within doors of specified destination.

**B
I
L
L
T
O**
1436 Highland Drive
Health Department
Washington, NC 27889

**V
E
N
D
O
R**
TEK84 INC
13495 GREGG ST
POWAY, CA 92064

**S
H
I
P
T
O**
210 North Market Street
Oakland Building
Law Enforcement Center
Washington, NC 27889

VENDOR PHONE NUMBER		VENDOR EMAIL		REQUISITION NUMBER	DELIVERY REFERENCE
				862	BOCC Approved
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD / TERMS		DEPARTMENT / LOCATION
03/22/2023	31859				HEALTH PROMOTION

NOTES

Tek84 Intercept Whole Body Sec

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART NO	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	Tek84 Intercept Whole Body Security Scanning System	1.0000	EACH	\$139,000.0000	\$139,000.00
2	Bundled ICI Thermal Scanner	1.0000	EACH	\$20,000.0000	\$20,000.00
3	TekNet Network Storage Device Rack Mount	1.0000	EACH	\$13,000.0000	\$13,000.00
4	Intercept Manager, Software Application with PC	1.0000	EACH	\$5,875.0000	\$5,875.00
5	Additional Warranty	1.0000	EACH	\$8,900.0000	\$8,900.00

***** GL SUMMARY*****

105158 - 551015

\$186,775.00

This instrument has been preaudited in the manner required by the local government budget and Fiscal Control Act.

Beaufort County is NOT exempt from paying sales tax. All invoices must include sales tax as applicable.

Hollie L. Jones
Purchasing Agent

Ainta C. Radcliffe
Finance Officer

Total Ext. Price	\$186,775.00
Purchase Order Total	\$186,775.00

VENDOR COPY

Bill To
 1436 Highland Drive
 Health Department

Washington, NC
 27889

Requisition 00000864-00 FY 2023

Acct No:
 10 -5158-526030
 Review:
 Buyer: 265hijon
 Status: Released

Page 1

Vendor
 SCRIPT HEALTH PBC
 222 W MERCHANDISE MART PLAZA #
 1230
 CHICAGO, IL 60654

Ship To
 1436 Highland Drive
 Health Department
 Washington, NC 27889

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department	
03/22/23	031853				HEALTH PROMOTION	
LN Description / Account				Qty	Unit Price	Net Price
001 Injectable Naloxone				100.00 EACH	59.00000	5900.00
1 10 -5158-526030						5900.00
Ship To 1436 Highland Drive Health Department Washington, NC 27889						
002 Nasal Narcan				500.00 EACH	95.00000	47500.00
1 10 -5158-526030						47500.00
Ship To 1436 Highland Drive Health Department Washington, NC 27889						
003 Shipping				1.00 EACH	279.00000	279.00
1 10 -5158-526030						279.00

Bill To
1436 Highland Drive
Health Department

Washington, NC
27889

Requisition 00000864-00 FY 2023

Acct No:
10 -5158-526030
Review:
Buyer: 265hijon
Status: Released

Page 2

Vendor
SCRIPT HEALTH PBC
222 W MERCHANDISE MART PLAZA #
1230
CHICAGO, IL 60654

Ship To
1436 Highland Drive
Health Department
Washington, NC 27889

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/23	031853				HEALTH PROMOTION

LN Description / Account	Qty	Unit Price	Net Price
Ship To 1436 Highland Drive Health Department Washington, NC 27889			

Requisition Link

Requisition Total 53679.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
10 -5158-526030	53679.00	-53679.00
HEALTH PROMOTION		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	03/22/23	Sharon JaNell Octigan	Auto approved by: 265sgrah
Approved	03/22/23	Sara K. Graham	
Queued	03/22/23	Anita C Radcliffe	
Queued	03/22/23	Hollie I. Jones	

Renewal of Subscription to the EHR 2023

Prepared by: Karen Khoury, Client Sales - Karen@PatagoniaHealth.com, 919-200-6011

Prepared on: February 27, 2023

Customer: **Beaufort County Public Health Department**
1436 Highland Drive
Washington, North Carolina 27889

Attn: Sara Graham, Business Officer - sara.graham@bchd.net - 252-940-6537

Purpose:

1. To renew the Customer's Subscription to Patagonia Health EHR software for 5 years .

1. Renewal Agreement Summary

Renewal Subscription includes:

- 36 User Licenses + 4 buffer = 40 Licenses
- Electronic Patient Consent Forms with Editor
- Immunization Inventory Solution
- Telehealth (1 bundle)
- Communicator/Appointment Reminder Solution
- Behavioral Health Functionality
- Direct Messaging (1 user)
- EPCS (2 licenses)
- Labcorp Results only Interface
- NC- Health Information Exchange Interface
- Electronic Fax (1 line) (not currently in use)
- Two-factor Authentication

Renewal Term:

- 5 Years
 - Current term ends 6/30/2023
 - This renewal will become effective at the expiration of the current agreement:
 - Start date 7/1/2023
 - End date 6/30/2028

2. Renewal Pricing, Loyalty Discounts, and Additional Service:

Current Monthly Subscription Rate: \$4,601.01 for the 2022/2023 year.

- **New Monthly Subscription rate** is calculated to include a 4% US-CPI rate at time of the renewal date, increasing to \$4,785.05.
 - Reduction of 4 user licenses at \$179.71/mo = \$4,605.34 total.
 - *Subscription pricing excludes any applications, interfaces, user licenses or services added in the future that are not listed on this Agreement.

Loyalty Discount of 5% in Year 1 Offered - Subscription equals \$4,375.07 (\$184.21 in monthly savings)

Loyalty Discount of 5% in Year 2 Offered - Subscription equals \$4,375.07 plus 4% US-CPI = \$4,550.08

Less 5% discount, Subscription equals \$4,322.57 (\$227.51 in monthly savings).

Year 1 - 2023	Year 2 - 2024	Year 3 - 2025	Year 4- 2026	Year 5 - 2027
+4% US-CPI, -5%	+4% US-CPI, -5%	+4% US-CPI	+4% US-CPI	+4% US-CPI
\$4,375.07	\$4,322.57	\$4,495.47	\$4,675.29	\$4,862.30

Chart reflects Monthly subscription payments assuming no further additions or changes to the subscription are made.

Chart reflects assuming user licenses of 40.

This Chart reflects monthly subscription does not exceed pre-discount rate of subscription until Year 4.

License Addition: Patagonia Health will transfer 4 Users from buffer reserve to permanent licenses at no cost = \$368.00/month resulting in a savings at current license rates.

3. Terms, Conditions, and Payments

- **Terms and Conditions**
 - All monthly subscription fees will increase, including any future additions to the EHR purchased, at the beginning of each anniversary year by 4% US-CPI for being a North Carolina customer for the remainder of this agreement.
 - The term of this Agreement shall automatically renew for subsequent (1) one-year periods unless either party notifies the other in writing at least three months (90 days) prior to the end of the then-current term of their intent not to renew or to negotiate new contract terms.
 - ***The subscription payment is not to be drafted prior to July 1 of each payment year, as this begins Beaufort County Public Health Department's fiscal year.*** This is a change of terms from the original Agreement.
 - All other areas of the original Sales Agreement, Business Associate Agreement, and Order Form remain unchanged unless listed here.



<http://www.patagoniahealth.com>

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative.

SIGNATURES:

Beaufort County Public Health Department

Signature: _____

Date: _____

Name: S. JaNell Octigan
Title: Health Director
Phone: (252) 940-6537
Email: JaNell.Octigan@bchd.net

Patagonia Health, Inc.

Signature: _____

Date: _____

Name: Amos Slaymaker
Title: VP of Sales and Marketing
Phone: (919) 439-0964
Email: amos@patagoniahealth.com

Invoices should be sent to:

Contact:

Email:

Patagonia Health appreciates your business and looks forward to our continued partnership.

03/01/2023 09:29
265hijon

BEAUFORT COUNTY

P 1
rqentpst

REQUISITION

00000826-00 FY 2023

BILL TO

1436 Highland Drive
Health Department
Washington, NC 27889

VENDOR

CST DATA
504 N ILLINOIS ST

KIRKLAND, IN 46050

SHIP TO

1436 Highland Drive
Health Department
Washington, NC 27889

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
03/01/23	031800			HEALTH-GENERAL	
LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	Document Imaging Conversion of Medical Records	1.00	EACH	53187.00000	53,187.00

Ship To
1436 Highland Drive
Health Department
Washington, NC 27889

REQ TOTAL 53,187.00

** END OF REPORT - Generated by Hollie I. Jones **

Budget Amendment Request

Date of Request: 04/03/23

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105168-540000	CMHRP Equipment	\$2,240	
105169-540000	CMARC Equipment	\$2,240	
100600-461000	Misc Health	\$4,480	

County Position No. N/A

State Position No. N/A

APPROVAL	SIGNATURE	DATE
Department Head		3/21/23
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

Revision #: _____ Date: _____

[illegible]

Administrative %	0.00%	0.00%
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Signature, County Finance Officer

Signature, Chairman, Board of Commissioners	Date

July 2022 through June 2023

**Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances**

Grace Martin Harwell Senior Center agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
 - a) The County Funding Plan;
 - b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and
 - c) The Division of Aging and Adult Services Standards Manual, Volumes I through IV or at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>.

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Methodology to Address Service Needs of Low-Income (Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733).
3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
 - a) Eligibility determination;
 - b) Client intake/registration;
 - c) Client assessment/reassessments and quarterly visits, as appropriate;
 - d) Determining the amount of services to be received by the client; and
 - e) Reviewing consumer contributions policies with eligible clients.
4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.
5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.
6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.
7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).

9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.
10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.
11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
- a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
 - b. The subcontractor has not been barred from doing business at the federal level.
 - c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
 - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
 - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.
13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at .
<http://www.ncdhhs.gov/control/retention/retention.htm>
- Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.



(Authorized Signature)

9-12-22

(Date)

[illegible]Division of Aging and Adult Services
Senior Cost Computation Worksheet[illegible]

Budget Amendment Request

Date of Request: 4/3/23

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0222-493044	Aging – Title III	37,082	
10-5330-564002	Senior Center	37,082	

State Position No. _____



North Carolina Vehicle Tax System

MARCH 01 - MARCH 22 PENDING VTS REFUNDS

NCVTS Pending Refund report

Payee Name	Primary Owner	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BOYD, SHANE JARMAAL	BOYD, SHANE JARMAAL	Refund Generated due to adjustment on Bill #0058613893-2022-2022-0000-00	Military	03/22/2023	G01	Tax	(\$169.49)	(\$8.48)	(\$177.97)
					F60	Tax	(\$11.66)	(\$0.58)	(\$12.24)
					E12	Tax	(\$13.56)	(\$0.68)	(\$14.24)
								Refund	\$204.45
BOYD, SHANE JARMAAL	BOYD, SHANE JARMAAL	Refund Generated due to adjustment on Bill #0070881237-2022-2022-0000-00	Military	03/22/2023	G01	Tax	(\$587.47)	\$0.00	(\$587.47)
					F60	Tax	(\$40.42)	\$0.00	(\$40.42)
					E12	Tax	(\$47.00)	\$0.00	(\$47.00)
								Refund	\$674.89
CITY OF WASHINGTON	CITY OF WASHINGTON	Refund Generated due to adjustment on Bill #0061443378-2021-2021-0000-00	Exempt Property	03/15/2023	G01	Tax	(\$202.81)	(\$20.79)	(\$223.60)
					C01	Tax	(\$171.99)	(\$17.63)	(\$189.62)
					C01	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
								Refund	\$418.22
CITY OF WASHINGTON	CITY OF WASHINGTON	Refund Generated due to adjustment on Bill #0061448688-2021-2021-0000-00	Exempt Property	03/15/2023	G01	Tax	(\$202.81)	(\$20.79)	(\$223.60)
					C01	Tax	(\$171.99)	(\$17.63)	(\$189.62)
					C01	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
								Refund	\$418.22
LIPPINCOTT, PAUL VINCENT	LIPPINCOTT, PAUL VINCENT	Refund Generated due to adjustment on Bill #0070094317-2022-2022-0000	Situs error	03/03/2023	G01	Tax	\$0.00	\$0.00	\$0.00
					C01	Tax	(\$322.37)	\$0.00	(\$322.37)
					C01	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
					F61	Tax	\$33.35	\$0.00	\$33.35
								Refund	\$294.02
MAROE, JOSEPH ARTHUR	MAROE, JOSEPH ARTHUR	Refund Generated due to proration on Bill #0087560689-2022-2022-0000-00	Vehicle Sold	03/06/2023	G01	Tax	(\$123.98)	\$0.00	(\$123.98)
					F63	Tax	(\$8.13)	\$0.00	(\$8.13)
					E02	Tax	(\$9.92)	\$0.00	(\$9.92)
								Refund	\$142.03
NIXON, JOYCE ROBBINS	NIXON, JOYCE ROBBINS	Refund Generated due to adjustment on Bill #0070988359-2022-2022-0000	Situs error	03/13/2023	G01	Tax	\$0.00	\$0.00	\$0.00
					C01	Tax	(\$167.85)	\$0.00	(\$167.85)
					C01	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
					F63	Tax	\$11.87	\$0.00	\$11.87
					ER	Tax	\$14.47	\$0.00	\$14.47
								Refund	\$146.51
								Refund Total	\$2298.34

Report Parameters: Refund Status: ONHOLD
Default Sort-By: Refund date, Refund Recipient Name, Refund Recipient Address

Trans #	Refund Recipient Name	Refund Address	Refund Description	Opid	Refund Amount (\$)
918819	BRADLEYKSHACKELFORD	331 BRIGHT ACRES RDWASHINGTON27889	Overpayment on Payment of CHECK on Bill # 0009531751-2021-2021-0000-00 of	C9BEATB	232.26
918819	MERCEDES BENITEZ	211 WALTON AVEWASHINGTON27889	Overpayment on Payment of CHECK on Bill # 0009523354-2021-2021-0000-00 of	C9BEATB	116.00
918930	MITCHELL LAYNE POLLARD	P O BOX 1016BATH27808	Overpayment on Payment of OTHER on Bill # 0009529450-2022-2022-0000-00 of	WKINION	154.20
919626	MILDRED NGRIFFIN	3123 CHANDLER ROADVANCEBORO28586	Overpayment on Payment of SYSTEM on Bill # 0000025417-2021-2021-0000-00 of	WKINION	136.85
919628	DANIEL FAULKNER	143 WELLS AVEWASHINGTON27889	Overpayment on Payment of SYSTEM on Bill # 0009623307-2016-2016-0000-00 of	WKINION	137.72

ADDENDUM 2

**Public Hearing – Petition to Name a Road
Coastal Drive**

Petition to Name a Private Road

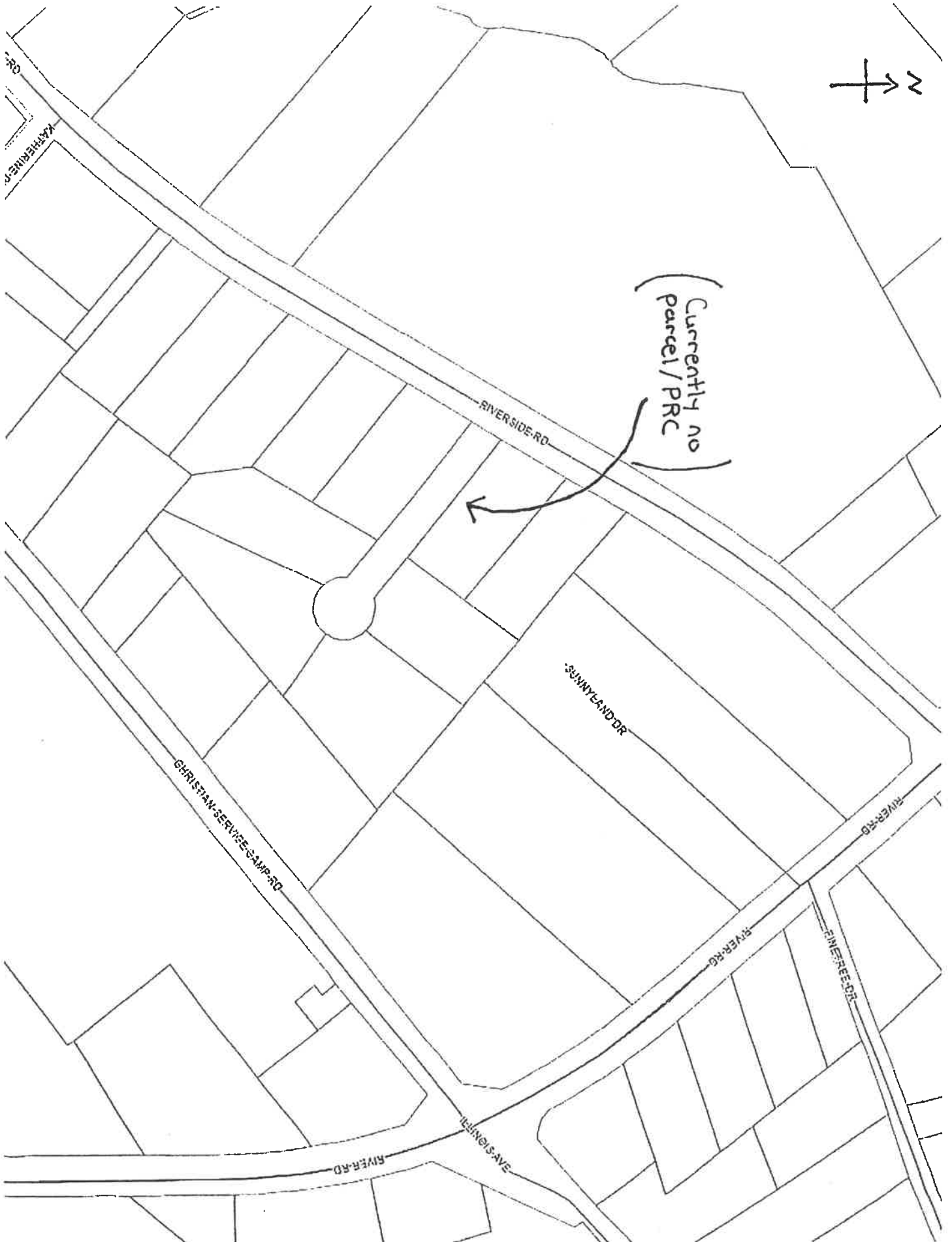
In an effort to name an unnamed road, the purpose of this petition is to request the support and approval of the Beaufort County Board of Commissioners to name the road. The approximate location of the private road is illustrated on the attached map. As required by Beaufort County's E911 Ordinance, three (3) proposed names for the road have been provided. The proposed names are listed below in order of preference. The petitioner understands that once the road is named the name cannot be changed for a period of at least ten (10) years. We the petitioners understand that road signs for private roads must be paid for by the petitioners.

Proposed Road Names

1. Coastal Drive
2. Caroline Drive
3. Caroline Way

Owner Name	Physical Address	Agree or Disagree	Signature
William Braddy	210 Riverside Rd Washington, NC 27889	agree	William Braddy
Caroline Braddy	210 Riverside Rd Washington, NC 27889	agree	Caroline Braddy

Name of person submitting petition: William and Caroline Braddy
Phone number: 252-943-1797
Email: cbraddy1@centurylink.net



(Currently no
parcel/PRC)

RIVERSIDE RD

SUNNYLAND DR

CHRISTIAN SERVICE CAMP RD

RIVER RD

RIVER RD

RIVER RD

EAGLE AVE

NOTICE OF PUBLIC HEARING

THE PUBLIC SHOULD TAKE NOTICE that the Beaufort County Board of Commissioners will hold a Public Hearing on Monday, April 3, 2023, at 5:30 PM, in the boardroom, located at 136 W 2nd St, Washington, NC 27889. This meeting will concern a public hearing regarding a filed petition to name a 50ft wide private road. Said private road intersects SR 1310 / Riverside Rd. The private road borders the northern edge of parcel 5694-29-6667, and the southern edge of parcel 5694-29-7841.

For any additional information dial (252) 974-1829

ADDENDUM 3

EMS 6 REMOUNT PROCUREMENT



L.J.'s Auto Body Shop Inc.

Excellence Guaranteed
4183 US 264 HIGHWAY EAST, WASHINGTON, NC
27889
Phone: (252) 946-9489
FAX: (252) 975-1969

Workfile ID: f88a8a58
PartsShare: 78jJxb
Federal ID: 27-0019295

Preliminary Estimate

RO Number: 17553

Written By: MIKE JACKSON

Insured: BEAUFORT COUNTY EMS
Type of Loss: Comprehensive
Point of Impact: 12 Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
BEAUFORT COUNTY EMS
(252) 940-6512 Business

Inspection Location:
L.J.'s Auto Body Shop Inc.
4183 US 264 HIGHWAY EAST
WASHINGTON, NC 27889
Repair Facility
(252) 946-9489 Business

Insurance Company:

VEHICLE

2013 CHEV Express Commercial Cutaway 4500 177" WB 2D VAN 8-6.6L Turbocharged Diesel Direct Injection WHITE/MULTI COLOR

VIN: 1GB6G5CC2D1117432	Interior Color:	Mileage In:	Vehicle Out:
License: 42158	Exterior Color: WHITE/MULTI COLOR	Mileage Out:	
State: NC	Production Date: 10/2012	Condition:	Job #: 17553

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes

CONVENIENCE

Air Conditioning
Intermittent Wipers
Message Center

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)
4 Wheel Disc Brakes

SEATS

Bucket Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

TRUCK

Dual Rear Wheels

Preliminary Estimate

RO Number: 17553

2013 CHEV Express Commercial Cutaway 4500 177" WB 2D VAN 8-6.6L Turbocharged Diesel Direct Injection WHITE/MULTI COLOR

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	**PROBABLE HIDDEN DAMAGE**		1			
2	#	Refn Tint to achieve color match					1.0
		Note: Color match and tinting is not included in refinish operations. It is a necessary procedure to achieve a usable base color.					
3	#	Environmental Protection Charge		1	5.00 T		
4	#	Car cover entire vehicle for protection		1	T		0.5
5	#	Repl Pre & post repair diagnostic scans		1	150.00 T		
		Note: Required by manufacturer.					
6	#	Repl Solid waste disposal		1	7.50 T		
7	#	Repl De-nib, sand, polish & buff		1	14.00 T	1.4	
		Note: It is necessary to remove small isolated dust particles and minor surface scratches or swelling caused by the release of vapors or gases through the top surface coat. This operation is not included.					
8	#	Repl Clean vehicle		1	5.00 T	1.0	
9	#	Subl Logo's/decals/wrap		1	350.00 X		
10	#	Subl Two Wheel Alignment		1	69.95 T		
11	#	Subl Transport fee for alignment & decals		1	100.00 X		
12	#	Rpr Check battery				0.5	
13	#	Repl RT Headlamp connector/pigtail		1	106.65 T	0.5 M	
14	#	Rpr Wiring				2.0 M	
15	#	Repl Brush Guard		1	1,426.91 T	4.0	
16	**	Repl A/M Rt Fender LED light	E23468	1	530.37 T	2.0	
17	**	Repl A/M Rt Fender light bezel	E23223	1	30.18 T	0.3	
18	**	Repl A/M Rt Grille LED light	E23467	1	225.57 T	1.0	
19	**	Repl A/M Grille chrome bezel	7GCV6LCR	1	249.60	0.7	
20	#	Rpr Setup / measure unibody or frame				2.0 F	
21	#	Rpr Align sheet metal				2.0 F	
		Note: Align prior to cut.					
22	#	Repl Weld thru-primer		1	12.00 T	0.3	
23	#	Repl Urethane Seamsealer		1	26.00 T	0.8	
24	#	R&I Test fit non OEM parts				1.5	
25	FRONT BUMPER						
26		O/H front bumper				1.3	
27	**	Repl A/M CAPA Bumper chrome	19303361	1	335.00	Incl.	
28	**	Repl A/M CAPA RT Mount bracket w/heavy duty	15757010	1	136.00	Incl.	
29	**	Repl A/M CAPA LT Mount bracket w/heavy duty	15757009	1	143.00	Incl.	
30	**	Repl A/M CAPA RT Side brace	25725663	1	20.00	Incl.	
31	**	Repl A/M CAPA LT Side brace	25725663	1	20.00	Incl.	
32	**	Repl A/M CAPA Center reinf	15753328	1	42.00		
33	**	Repl A/M CAPA RT Upper support	25730122	1	67.69	Incl.	

Preliminary Estimate

RO Number: 17553

2013 CHEV Express Commercial Cutaway 4500 177" WB 2D VAN 8-6.6L Turbocharged Diesel Direct Injection WHITE/MULTI COLOR

34	**	Repl	A/M CAPA LT Upper support	25730121	1	68.00	Incl.	
35	**	Repl	A/M CAPA Step pad	22890548	1	133.00	Incl.	
36	#	R&I	License tag				0.2	
37	#	Rpr	Cut holes for horns/sirens				4.0	M
38	#	R&I	Mount sirens/horns				2.0	M
39	GRILLE							
40	**	Repl	A/M CAPA Grille	84689070	1	464.00	Incl.	
41		Repl	RT Grille upper retainer	11519069	1	9.28		
42		Repl	LT Grille upper retainer	11519069	1	9.28		
43		Repl	RT Grille lower retainer	15078238	1	7.03		
44		Repl	LT Grille lower retainer	15078238	1	7.03		
45		Repl	RT Grille nut	11609385	1	6.62		
46		Repl	LT Grille nut	11609385	1	6.62		
47	FRONT LAMPS							
48	**	Repl	A/M CAPA RT Headlamp assy	85577295	1	308.00	Incl.	
49			Aim headlamps				0.5	
50	**	Repl	A/M CAPA RT Park lamp	84218438	1	84.00	Incl.	
51	**	Repl	A/M CAPA LT Park lamp	84218437	1	93.00	Incl.	
52	RADIATOR SUPPORT							
53		Repl	Radiator support w/chrome grl	84536721	1	497.90	5.5	0.8
54			Add for oil cooler			m	0.2	M
55			W/aux trans cooler			m	0.4	M
56			Add for AC option			m	0.5	M
57	#	R&I	D&R Harness				0.3	
58		Repl	RT Side baffle	15801541	1	45.83	0.2	
59	*	Rpr	Lower tie bar			s	1.0	0.8
60			Overlap Minor Panel					-0.2
61	**	Repl	A/M RT Diagonal brace	25732086	1	40.00	0.2	
62		Repl	RT Upper brace	84536726	1	23.73	1.0	0.5
63			Overlap Minor Panel					-0.2
64	**	Repl	A/M CAPA RT Side brace	22948883	1	94.00	2.0	0.5
65			Overlap Minor Panel					-0.2
66		R&I	Lower baffle				0.2	
67		Repl	Air baffle	20972871	1	141.96	0.3	
68	COOLING							
69		Repl	Fan clutch	20788261	1	372.35	m	1.4 M
70	**	Repl	A/M Radiator	22805590	1	430.29	m	Incl. M
71			Add for oil cooler			m	0.2	M
72		Repl	Pulley	98062862	1	396.86	m	0.9 M
73	#	Repl	Multi use Antifreeze / Coolant		4	72.00	T	
74	#	Rpr	Pressure test radiator				0.3	M
75		Repl	Serpentine belt w/dual alternators	12649156	1	91.96	m	0.5 M
76		Repl	Fan blade	15228374	1	96.17	m	1.4 M
77	**	Repl	A/M Reservoir	22892637	1	152.31		0.3
78		Repl	Upper shroud	20901842	1	133.06	m	Incl. M

Preliminary Estimate

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2013 CHEV Express Commercial Cutaway 4500 177" WB 2D VAN 8-6.6L Turbocharged Diesel Direct Injection WHITE/MULTI COLOR

79		Repl	Lower shroud	15228379	1	132.43	m	Incl.	M
80		Repl	RT Intercooler grommet	19130006	1	40.30			
81	**	Repl	A/M Intercooler w/o duct & insulator	19130008	1	655.38	m	0.5	M
Note: LABOR: Time is after grille assembly is removed.									
82		Repl	Seal kit	19130019	1	98.20			
83		Repl	RT Intercooler bracket	25726807	1	9.41			
84		Repl	Aux cooler	22839312	1	179.95	m	0.4	M
Note: LABOR: Time is after grille is removed.									
85	#	Repl	Transmission fluid		2	18.00		1.0	M
86	AIR CONDITIONER & HEATER								
87	**	Repl	A/M Condenser	23469929	1	181.64	m	Incl.	M
88			AC Service evacuate & recharge				m	1.4	M
89			AC Service refrigerant recovery				m	0.4	M
90	#	Repl	R-134, Oil and O-rings		1	35.00	T		
91	#	Rpr	Pressure test condenser					0.3	M
92	HOOD								
93	**	Repl	A/M CAPA Hood	88944424	1	307.69		0.9	2.4
94			Add for Clear Coat						1.0
95			Add for Underside(Complete)						1.2
96			Add for Clear Coat						0.2
97	*	Rpr	LT Hinge hood side					0.5	
98	FENDER								
99		Repl	RT Extension	25937755	1	39.38		Incl.	0.5
100			Overlap Minor Panel						-0.2
101			Add for Clear Coat						0.1
102	**	Repl	A/M CAPA RT Fender	25737844	1	172.00		1.4	2.0
103			Overlap Major Adj. Panel						-0.4
104			Add for Clear Coat						0.3
105			Add for antenna					0.3	
106			Add for Edging						0.5
107			Add for Clear Coat						0.1
108		Repl	RT Fender rivet	11611736	4	23.84			
109	#	R&I	RT Running board					1.5	
110	*	Rpr	RT Inner panel				s	8.0	1.0
111			Overlap Minor Panel						-0.2
112		Repl	RT Wheelhouse	84195535	1	393.25		5.2	1.0
113			Add for Clear Coat						0.2
114		Repl	RT Splash shield	15203937	1	45.30		0.3	
115	*	R&I	RT Extension					0.3	
116		Repl	LT Extension retainer	1605396	4	34.08			
117	ELECTRICAL								
118		Repl	Battery tray auxiliary	20970916	1	69.55		0.2	
119	ENGINE								
120		R&I	Upper cover				m	0.4	M

Preliminary Estimate

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2013 CHEV Express Commercial Cutaway 4500 177" WB 2D VAN 8-6.6L Turbocharged Diesel Direct Injection WHITE/MULTI COLOR

121	R&I	Lower cover	m	0.4	M
122	*	R&I	Element	m	Incl. M
123		R&I	Outlet duct	m	0.3 M
124		OTHER CHARGES			
125	#	Towing	1	250.00	
SUBTOTALS			10,542.10	68.5	13.2

NOTES

Prior Damage Notes:
YES-MINOR

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				7,125.97
Body Labor	45.1 hrs	@	\$ 53.00 /hr	2,390.30
Paint Labor	13.2 hrs	@	\$ 53.00 /hr	699.60
Mechanical Labor	19.4 hrs	@	\$ 90.00 /hr	1,746.00
Frame Labor	4.0 hrs	@	\$ 65.00 /hr	260.00
Paint Supplies	13.2 hrs	@	\$ 40.00 /hr	528.00
Body Supplies	56.2 hrs	@	\$ 2.00 /hr	112.40
Miscellaneous				3,166.13
Other Charges				250.00
Subtotal				16,278.40
Sales Tax	\$ 15,578.40	@	6.7500 %	1,051.54
Grand Total				17,329.94
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				17,329.94

MyPriceLink Estimate ID / Quote ID:

1043159217810186240 / 117514040

Preliminary Estimate

RO Number: 17553

2013 CHEV Express Commercial Cutaway 4500 177" WB 2D VAN 8-6.6L Turbocharged Diesel Direct Injection WHITE/MULTI COLOR

Payment in full is expected at the time of delivery including any supplementals.

We are proud to offer the PPG Limited Lifetime Paint Performance Guarantee that gives our customers worry-free assurance that their vehicle receives a quality refinish repair and that all products used are state of the art and will perform to optimum standards for gloss and durability.

The PPG Limited Lifetime Paint Performance Guarantee covers the areas of the vehicle refinished with specified PPG products for three (3) years. The refinished areas are covered for the following paint failures:

- . Peeling or delamination of the topcoat and / or other layers of paint applied by our shop.
 - . Cracking or checking
 - . Loss of gloss caused by cracking, and hazing
 - . Any paint failure caused by proven defective PPG automotive products which are covered by the guarantee.
- This guarantee does not cover product failure due to shortfalls in the substrait, I.E.. failure of the finish or primer that has previously been applied to the vehicle.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AUTOMOBILE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. PARTS USED IN THE REPAIR OF YOUR VEHICLE MADE BY OTHER THAN THE ORIGINAL MANUFACTURER ARE REQUIRED TO BE AT LEAST EQUIVALENT IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY ARE REPLACING.

Preliminary Estimate

RO Number: 17553

2013 CHEV Express Commercial Cutaway 4500 177" WB 2D VAN 8-6.6L Turbocharged Diesel Direct Injection WHITE/MULTI COLOR

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GB03, CCC Data Date 01/17/2023, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

RO Number: 17553

2013 CHEV Express Commercial Cutaway 4500 177" WB 2D VAN 8-6.6L Turbocharged Diesel Direct Injection WHITE/MULTI COLOR

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
27	Keystone 7135 HIGHWAY 70 WEST LA GRANGE NC 28551 (800) 682-9633	#GM1002459DSC A/M CAPA Bumper chrome Quote: 1566168696 Expires: 02/27/23	\$ 335.00
28	Keystone 7135 HIGHWAY 70 WEST LA GRANGE NC 28551 (800) 682-9633	#GM1067158C A/M CAPA RT Mount bracket w/heavy duty Quote: 1566169541 Expires: 02/27/23	\$ 136.00
29	Keystone 7135 HIGHWAY 70 WEST LA GRANGE NC 28551 (800) 682-9633	#GM1066158C A/M CAPA LT Mount bracket w/heavy duty Quote: 1566169811 Expires: 02/27/23	\$ 143.00
30	Keystone 7135 HIGHWAY 70 WEST LA GRANGE NC 28551 (800) 682-9633	#GM1066151DSC A/M CAPA RT Side brace Quote: 1566170276 Expires: 02/27/23	\$ 20.00
31	Keystone 7135 HIGHWAY 70 WEST LA GRANGE NC 28551 (800) 682-9633	#GM1066151DSC A/M CAPA LT Side brace Quote: 1566170517 Expires: 02/27/23	\$ 20.00
32	Keystone 7135 HIGHWAY 70 WEST LA GRANGE NC 28551 (800) 682-9633	#GM1006436DSC A/M CAPA Center reinf Quote: 1566170819 Expires: 02/27/23	\$ 42.00
33	Empire Auto Parts 2206 Beltway Boulevard STE 500 Charlotte NC 28214 (800) 318-5030	#C3582 A/M CAPA RT Upper support Quote: 56575708 Expires: 01/14/23	\$ 67.69
34	Keystone 7135 HIGHWAY 70 WEST LA GRANGE NC 28551 (800) 682-9633	#GM1042106C A/M CAPA LT Upper support Quote: 1566171516 Expires: 02/27/23	\$ 68.00
35	Keystone 7135 HIGHWAY 70 WEST LA GRANGE NC 28551 (800) 682-9633	#GM1000693PP A/M CAPA Step pad Quote: 1566172182 Expires: 02/27/23	\$ 133.00

Preliminary Estimate

RO Number: 17553

2013 CHEV Express Commercial Cutaway 4500 177" WB 2D VAN 8-6.6L Turbocharged Diesel Direct Injection WHITE/MULTI COLOR

40	Keystone 7135 HIGHWAY 70 WEST LA GRANGE NC 28551 (800) 682-9633	#GM1200535C A/M CAPA Grille Quote: 1566185355 Expires: 02/27/23	\$ 464.00
48	Keystone 7135 HIGHWAY 70 WEST LA GRANGE NC 28551 (800) 682-9633	#GM2503233C A/M CAPA RT Headlamp assy Quote: 1566249035 Expires: 02/27/23	\$ 308.00
50	Keystone 7135 HIGHWAY 70 WEST LA GRANGE NC 28551 (800) 682-9633	#GM2521188C A/M CAPA RT Park lamp Quote: 1566250084 Expires: 02/27/23	\$ 84.00
51	Keystone 7135 HIGHWAY 70 WEST LA GRANGE NC 28551 (800) 682-9633	#GM2520188C A/M CAPA LT Park lamp Quote: 1566250916 Expires: 02/27/23	\$ 93.00
61	Keystone 7135 HIGHWAY 70 WEST LA GRANGE NC 28551 (800) 682-9633	#GM1244127 A/M RT Diagonal brace Quote: 1566255404 Expires: 02/27/23	\$ 40.00
64	Keystone 7135 HIGHWAY 70 WEST LA GRANGE NC 28551 (800) 682-9633	#GM1225389C A/M CAPA RT Side brace Quote: 1566256055 Expires: 02/27/23	\$ 94.00
70	Keystone 7135 HIGHWAY 70 WEST LA GRANGE NC 28551 (800) 682-9633	#RAD2935 A/M Radiator Quote: 1566189545 Expires: 02/27/23	\$ 430.29
77	Empire Auto Parts 2206 Beltway Boulevard STE 500 Charlotte NC 28214 (800) 318-5030	#C5303 A/M Reservoir Quote: 56580881 Expires: 01/14/23	\$ 152.31
81	Empire Auto Parts 2206 Beltway Boulevard STE 500 Charlotte NC 28214 (800) 318-5030	#CV504 A/M Intercooler w/o duct & insulator Quote: 56580491 Expires: 01/14/23	\$ 655.38
87	Keystone 7135 HIGHWAY 70 WEST LA GRANGE NC 28551	#CNDDPI3887 A/M Condenser Quote: 1566187462	\$ 181.64

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2013 CHEV Express Commercial Cutaway 4500 177" WB 2D VAN 8-6.6L Turbocharged Diesel Direct Injection WHITE/MULTI COLOR

	(800) 682-9633	Expires: 02/27/23	
93	Empire Auto Parts	#C0808	\$ 307.69
	2206 Beltway Boulevard STE 500	A/M CAPA Hood	
	Charlotte NC 28214	Quote: 56576373	
	(800) 318-5030	Expires: 01/14/23	
102	Keystone	#GM1241312PP	\$ 172.00
	7135 HIGHWAY 70 WEST	A/M CAPA RT Fender	
	LA GRANGE NC 28551	Quote: 1566176517	
	(800) 682-9633	Expires: 02/27/23	



ADDENDUM 4

Construction Contract Approval

BID TABULATION

Owner Name: Beaufort County
Project Name: Tideland Building Roof Replacement
Bid Due Date: March 2, 2023
Bid Due Time: 2:00 PM

Bidder	Base Bid	Alternate #1	Alternate #2	UP #1	UP #2	UP #3	UP #4	Ack. Addendum	MBW Form	Bid Bond	RMA
ARS Extreme Roofing	\$143,281.00	\$217,988.00	\$137,279.00	\$2.00	\$3.00	\$5.00	\$12.00	X	X	X	X
DLT Roofing	\$186,734.00	\$202,047.00	\$109,390.00	\$4.05	\$3.08	\$3.69	\$1,544.00	X	X	X	X
Etheridge	\$190,460.00	\$227,480.00	\$140,900.00	\$16.50	\$11.50	\$9.75	\$650.00	X	X	X	X
Curtis Construction	\$384,000.00	\$399,000.00	\$306,000.00	\$10.00	\$10.00	\$10.00	\$3,000.00	X	X	X	X
B&M Roofing Contractors	\$176,610.00	\$238,365.00	\$141,781.00	\$5.25	\$3.82	\$4.75	\$314.00	X	X	X	X
AAR of NC	\$193,575.00	\$314,075.00	\$167,550.00	\$3.00	\$4.00	\$4.00	\$600.00	X	X	X *	X
Triangle Roofing	\$225,700.00	\$285,000.00	\$245,500.00	\$15.00	\$6.00	\$8.00	\$650.00	X	X	X	X
Highland Roofing	\$188,218.00	\$235,074.00	\$162,534.00	\$5.00	\$4.50	\$3.20	\$1,445.00	X	X	X	X
McClure Metal Specialties	\$143,338.00	\$208,066.00	\$133,143.00	\$25.00	\$10.00	\$10.00	6.07 per 50ft	X	X	X	X
Wayne Roofing	\$186,791.00	\$243,348.00	\$169,171.00	\$15.00	\$4.00	\$7.00	\$1,200.00	X	X	X	X

I hereby certify that this is a true tabulation of bids received.

Joel Wandmacher 3/2/2023
 Date



March 10, 2023

Beaufort County
121 West 3rd Street
Washington, NC 27889

Attention: Ms. Christina Smith, PE
Public Works Director

Reference: Contract Award Recommendation
Tideland Building Roof Replacement
REI Project No. 022WLM-036

Dear Christina:

Bids were opened at 2:00 pm on March 2, 2023, for the above referenced project. ARS Extreme Roofing submitted the lowest total base bid in the amount of \$143,281.00. McClure Metal Specialties submitted the second lowest bid in the amount of \$143,338.00. However, McClure Metal Specialties submitted the lowest overall bid including base bid and alternates #1 and #2 in the amount of \$484,597.00 where ARS Extreme Roofing's overall bid including alternates was in the amount of \$498,171.00.

REI Engineer's estimated construction cost for the project was \$178,425.00 and Beaufort County's overall budget was estimated at \$538,903.00 for the Tideland Building; therefore, REI recommends this project which includes the base bid and both alternates be awarded to McClure Metal Specialties in the amount of \$484,597.00.

Please contact our office if you have any questions regarding the bidding and awarding of this project.

Sincerely,

REI Engineers

A handwritten signature in black ink, appearing to read 'Joel Wandmacher', with a long horizontal line extending to the right.

Joel Wandmacher
Project Manager

BID TABULATION

Owner Name: Beaufort County
 Project Name: Financial Services Roof Replacement
 Bid Due Date: March 2, 2023
 Bid Due Time: 2:00 PM

Bidder	Base Bid	UP#1 LWIC Repair (CF)	UP#2 Wood Blocking (BF)	UP#3 Walkpad	Ack. Addendum	Bid Bond	RMA
DLT Roofing	\$80,305.00	\$48.00	\$3.08	\$65.00	X	X	X
Highland Roofing	\$131,723.00	\$292.00	\$4.50	\$23.05	X		
Curtis Construction	\$199,500.00	\$200.00	\$10.00	\$200.00	X	X	X

I hereby certify that this is a true tabulation of bids received.

Joel Wandmacher 3/2/2023
 Date
 Hollie Jones 3/2/2023

ADDENDUM 5

Non-Profit Budget Discussion

Beaufort County Nonprofit Agency Funding Policy

Purpose

The purpose of this policy is to establish guidelines for the funding of nonprofit agencies by the county and to ensure transparency, accountability, consistency and adherence to best practices.

Policy Statement

The North Carolina General Assembly passed GS 153A-449 regarding the use of taxpayer money to fund nonprofits. The text:

§ 153A-449. Contracts with private entities; contractors must use E-Verify. (a) Authority. – A county may contract with and appropriate money to any person, association, or corporation, in order to carry out any public purpose that the county is authorized by law to engage in. A county may not require a private contractor under this section to abide by any restriction that the county could not impose on all employers in the county, such as paying minimum wage or providing paid sick leave to its employees, as a condition of bidding on a contract.

The providing of funding to nonprofit agencies must be for public purposes that support the delivery of needed services or programs that the county is unable to or does not provide or that the agency can deliver more effectively or efficiently.

Funding Eligibility

Organizations applying for funding shall be a tax-exempt 501 © (3) organizations and must have a track record of meeting a community need by having been in operation for at least two years. The organization must submit a completed application request with supporting documentation as required.

All agencies must adhere to the accountability standards set by the Board of Commissioners, including complying with financial and performance measurement requirements.

Review Criteria

The County Staff and Board of Commissioners shall evaluate applications and make decisions regarding funding based on, but not limited to, the following criteria:

1. Does the request carry out a public purpose?
2. Does the request meet a public need of the citizens of Beaufort County that is not being addressed by the County or which supplements an existing service provided by the County
3. Does the request align with the goals of the County as laid out in the Strategic Plan
4. How many citizens are served by this organization
5. Are the outcome for the funds clearly defined and measurable?
6. What is the history of the agency delivering on their mission and can they show measures of their performance?

Outside Agency	Expended		Is 990 on file	Net operating		Agency Fund Balance
	2023	YTD				
Aurora Recreation	\$ 4,500.00	\$ -	N			
Bath Recreation	\$ 6,000.00	\$ -	N			
Belhaven Recrecreation	\$ 10,800.00	\$ -	N			
Chocowinity Recreation	\$ 17,200.00	\$ 10,000.00	N			
Pantego Recreation	\$ 4,950.00	\$ -	N			
Washington Recreation	\$ 20,000.00	\$ 20,000.00	N			
Washington Park Recreation	\$ 1,620.00	\$ 1,620.00	N			
Aurora Fossil Museum	\$ 8,000.00	\$ 8,000.00	Y	\$ 9,026	\$	177,716
Belhaven Memorial Museum	\$ 1,000.00	\$ -	Y	Total rev <\$50,000	\$	-
Grace Martin Washington Senior Center	\$ 20,000.00	\$ 20,000.00	Y	Total rev <\$50,000	\$	-
BC Arts Council	\$ 20,000.00	\$ 20,000.00	Y	\$ 238,140	\$	296,457
B-H-M Library	\$ 224,352.00	\$ 112,176.00	Y	\$ 81,101	\$	635,779
Literacy Volunteers	\$ 2,500.00	\$ 2,500.00	Y	Total rev < \$50,000	\$	-
Hwy 17 Transportation	\$ 20,000.00	\$ 20,000.00	N	?		
Citizens on Southside together	\$ 2,000.00	\$ 2,000.00	N	i nonprofit, last Facebook post was 2014		
Eagles Wings	\$ 2,000.00	\$ 2,000.00	Y	\$ 92,022	\$	450,842
Ruth's House	\$ 2,500.00	\$ -	Y	\$ (1,649)	\$	258,497
NC Esturium (Partnership for the Sounds)	\$ 25,000.00	\$ 25,000.00	Y	\$ (174,453)	\$	233,717
Cornerstone	\$ 5,000.00	\$ 5,000.00	N			
Tourism Promotion	\$ 15,000.00	\$ -				
Pantego H.S. Alumni Assoc	\$ 1,500.00	\$ -	H	Total Rev < \$50,000	\$	-
Zion Shelter	\$ 10,000.00	\$ 10,000.00	Y	\$ (16,333)	\$	
Inner Banks Stem	\$ 5,000.00	\$ 5,000.00	Y	\$ (75,220)	\$	39,558
Agape	\$ 25,000.00	\$ -	N			
Open Door Community Center	\$ -	\$ -				
2nd Judicial Dist. Recovery Court	\$ 10,000.00	\$ -	N			
Beaufort Hyde partnership for Children	\$ 10,000.00	\$ 10,000.00	Y	\$ (39,136)	\$	68,500
Pamlico Pals	\$ 2,000.00	\$ 2,000.00	N			
Boys & Girls Club of Coastal Plains (Winterville)	\$ 40,000.00	\$ -	Y	\$ (110,749)	\$	3,867,616
Sidney Dive Team	\$ 7,500.00		N	Total Rev < \$50,000	\$	-
Humane Society of BC	\$ 10,000.00	\$ 10,000.00				
	\$ 533,422.00	\$ 285,296.00				