

STATE OF NORTH CAROLINA

COUNTY OF MADISON

MINUTES

The Madison County Board of Commissioners met in regular session on Monday, August 13, 2012 at 7:00 p.m. in the Courtroom, Madison County Courthouse, Marshall, NC.

In attendance were Chair Debbie Ponder, Vice-Chairman Billy Roberts, Commissioner Bill Briggs, Commissioner Hall Moore, Commissioner Sue Vilcinskas, and County Manager Steve Garrison.

I.

Upon motion by Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve the agenda as presented.

II.

Upon motion by Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to approve the minutes of the July 09, 2012 meeting as written.

III.

Upon motion by Commissioner Moore, seconded by Commissioner Vilcinskas, the Board voted unanimously to approve the Project Budget for Community Development Block Grant 2011 Scattered Site Grant Project -CDBG No 11-C-2318.

IV.

Upon recommendation of Penny Buckner, Community Services Director, and upon motion by Commissioner Roberts, seconded by Commissioner Vilcinskas, the Board voted unanimously to employ Kyle Hensley as an Administrative Assistant/Dispatcher for the Transportation Authority.

V.

Upon motion by Commissioner Roberts, seconded by Commissioner Vilcinskas, the Board voted unanimously to approve an agreement with the North Carolina Department of Insurance which provides to the Department a grant in the amount of \$4,843.00 in return for the Department of Community Services assisting senior citizens with their insurance needs.

VI.

Upon motion by Commissioner Moore, seconded by Commissioner Vilcinskas, the Board voted unanimously to approve the allocation of lottery funds in the amount of \$92,378.00 to the school system.

VII.

Upon recommendation of Sallie Klipp, Librarian, and upon motion by Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve fees related to performing genealogical research.

VIII.

Upon motion by Commissioner Roberts, seconded by Commissioner Vilcinskas the Board voted unanimously to approve moving Melissa Salazar from part-time substitute to the full-time, branch manager at Mars Hill Library effective September 10, 2012.

IX.

Upon motion by Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to approve a Resolution designating the week of September 9 as Firefighter's week.

X.

Upon recommendation of Jan Shepard, Health Director, and upon motion by Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve Susan Presson for a temporary part-time nurse practitioner position.

XI.

Upon motion by Commissioner Roberts, seconded by Commissioner Vilcinskas, the Board voted unanimously to approve Donna Radcliff Green as a permanent full-time dental assistant.

XII.

Upon motion by Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to approve Bethany Brooks for a full-time clinical social worker position.

XIII.

Upon motion by Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve Gary Webb for the Triple P Coordinator position.

XIV.

Upon motion by Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve the attached 2013 fees schedule.

XV.

Upon motion by Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to approve the contract between Madison County Partnership for Children and Families, Inc. and the County of Madison, by which the Department is receiving \$23,000.00 for providing services to Smart Start.

XVI.

Upon recommendation from Connie Harris, Social Services Director, and upon motion by Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to approve an agreement which provides for the Department of Social Services receiving \$112,817.00 to serve as the purchasing agent for the Smart Start Program.

XVII.

Upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve the lateral transfer of Jamie Blackburn from a Child Protective Service Investigations position to a Home Services position.

XVIII.

Upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve Heather Holdredge in a Child Protective Services In-Home services position.

XIX.

Upon motion of Commissioner Roberts, seconded by Commissioner Vilcinskas, the Board voted unanimously to employ Michael Hamilton for a Child Protective Services Investigations/Assessment position.

XX.

Upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve Angela Parker for a Child Protective Service In Home Services/Investigations/Foster Home position.

XXI.

The Board heard a presentation from Mike Grove and Bruce DeWeese regarding obtaining sales tax refunds.

XXII.

Steve Garrison, County Manager, reported to the Board that the County had received a \$455.49 contribution for the purchase of new flags to be flown at the Courthouse in honor of John and Lillian Corbett. Mr. Garrison reported that the TDA Board had approved \$8,000.00 to the County towards the cost of replacing Lady Justice to the Courthouse.

XIII.

Upon motion by Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to approve the attached Budget Amendment #01.

XXIV.

Upon motion of Commissioner Roberts, seconded by Commissioner Vilcinkas, the Board voted unanimously to approve the attached real property tax releases/vehicle tax releases/refunds.

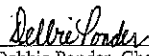
XXV.

Upon motion of Commissioner Roberts, seconded by Commissioner Vilcinkas, the Board voted unanimously to continue this meeting to Thursday, August 16, 2012 at 6:30 p.m. in the Courtroom, Madison County Courthouse, Marshall, NC.

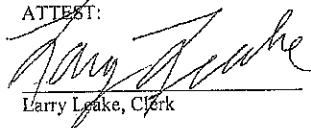
This the 13th day of August, 2012.

MADISON COUNTY

By:


Debbie Ponder, Chair
Board of Commissioners

ATTEST:


Harry Leake, Clerk

ORDINANCE #08-13-2012
CDBG 2011 NC TOMORROW GRANT ORDINANCE

AN ORDINANCE ESTABLISHING A PROJECT BUDGET FOR THE MADISON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT 2011 SCATTRED SITE GRANT
PROJECT - CDBG NO. 11-C-2318

WHEREAS, Madison County is participating in the Community Development Block Grant Program under the Housing Act of 1974, as amended, administered by the North Carolina Department of Commerce; and

WHEREAS, Madison County has been allocated a CDBG 2011 Scattered Site CDBG Grant in the amount of \$400,000 under Title I of the Housing and Community Development Act of 1974 for improvements to perform Economic Development Planning Activities ; and

WHEREAS, Madison County now desires to establish a project budget to account for the disposition of these funds.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF
MADISON COUNTY, NORTH CAROLINA THAT:

Section1. A project budget shall be established for the CDBG 2011 Scattered Site Grant Project #11-C-2318.

Section2. Revenues for this project shall be:

<u>Total Revenue CDBG 2011 Scattered Site</u>	<u>Original Grant</u>
	\$400,000.00

Section3. Projected expenditures for this project shall be:

C1 - G, 2 Rehabilitation - Privately Owned Housing	\$320,000.00
L1 - G, 2 Rehabilitation - Privately Owned Housing	\$40,000.00
4. L. Planning	\$7,000.00
4. M. Administration	\$33,000.00
TOTAL	\$400,000.00

TOTAL EXPENDITURES	\$400,000.00
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<u>TOTAL GRANT EXPENDITURES</u>	\$400,000.00
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Section4. This Ordinance shall remain in effect until the completion of the CDBG 2011 Scattered Site # 11-C-2318 Grant Project.

Section5. The County Clerk and the Chairman are instructed to take appropriate actions to implement this Ordinance.

Adopted and Approved this the 13th day of August, 2012.

Debbie Ponder, Chairman

ATTEST:

Larry Leake, Clerk

STATE OF NORTH CAROLINA
COUNTY OF WAKE

RO 1605578

This Contract and its attachments shall be completed and returned to the Agency within 45 days of receiving the electronic document in order for the Agency to process the award and provide funds to the Grantee. The Grantee shall provide the agency with progress reports and a final report detailing the Grantee's use of State funds.

This Contract is entered into by and between the North Carolina Department of Insurance, Division of SHIP, hereinafter referred to as the "Agency", and Madison County Community Services/Marshall Senior Center, hereinafter referred to as the "Grantee", referred to collectively as the "Parties".

1. Contract Documents: This Contract shall consist of the following documents, incorporated herein by reference:

- (1) This Contract;
- (2) General Terms and Conditions for Public Sector Contracts (Attachment A)
- (3) Statement of Work (Attachment B)
- (4) Line Item Budget and Budget Narrative (Attachment C)
- (5) Certifications Regarding, Drug-Free Work-Place; Lobbying; and Debarment, Suspension and Other Responsibility Matters (Attachment D)

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

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

3. Effective Period: This Contract is effective 7-1-2012 and terminates on 6-30-2013.

4. Grantee's Duties: The Grantee shall provide the services as described in Attachment B with the terms of this Contract and in accordance with the approved budget in Attachment C. The Grantee shall maintain and make available all records, papers, vouchers, books, correspondence or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of the Agency, the North Carolina State Auditor, or applicable federal agencies. The Grantee shall submit to the Agency all plans, reports, documents or other products that the Agency may require, in the form specified by the Agency, including at the least following:

- A) A final budget report of expenses incurred during the contract period date;
- B) A mid-year report of the contracted activities of the Grantee due by January 31, 2013;
- C) A final comprehensive report within sixty (60) days of the project end date; due on or before August 31, 2013

5. Agency's Duties: The Agency shall reimburse the Grantee for the costs of services and activities described in Attachment B and in accordance with the approved budget in Attachment C. The Agency shall monitor the Grantee for compliance with the terms of this Contract; and shall specify all reports and other deliverables required from the Grantee.

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$4,843.00. This amount consists of \$4,843.00; CPDA # 93,779.

a. There are no matching requirements from the Grantee.

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

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

The contributions from the Grantee shall be source from non-federal funds.

The total contract amount is \$4,843.00.

- 6. Conflict of Interest Policy:** The Agency has determined that this Contract is not subject to NCGS 14-C-6-22 & 23.
- 7. Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Contract.
- 8. Grants:** The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the terms and conditions set forth in this Contract.

- 9. **Payment Provisions:** As provided in NCGS 143C-21 this Contract is an annual appropriation of \$100,000 or less to or for the use of a non-profit corporation and payment shall be made in a single annual payment.
- 10. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, address, telephone number and fax number of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, address, telephone number and fax number of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:
Kevin Robertson, Deputy Commissioner
 SHIIP Division
 11 South Boylan Avenue
 Raleigh, NC 27603
 919-807-6900
 919-807-6901

For the Grantee:
Penny Buckner or Peggy Balding
 462 Long Branch Road
 Marshall, NC 28753
 Phone 828-649-2722
 Fax 828-649-2359

- 11. **Supplementation of Expenditures of Public Funds:** The Grantee assures that funds received under this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds the Grantee otherwise expends for SHIIP services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.
- 12. **Disbursements:** As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
 - a. Implement adequate internal controls over disbursements;
 - b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment;
 - Payment due date;
 - Adequacy of documentation supporting payment; and
 - Legality of disbursement;
 - c. Assure adequate control of signature stamps/plates;
 - d. Assure adequate control of negotiable instruments; and
 - e. Implement procedures to ensure that the account balance is solvent and reconcile the account monthly.
- 13. **Outsourcing:** The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency.
- 14. **Executive Order # 24:** NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.
- 15. **Federal Certifications:** The Grantee agrees to execute the following federal certifications that are attached to this agreement (applicable when receiving federal funds).
 - A. Certification Regarding Lobbying.
 - B. Certification Regarding Department.
 - C. Certification Regarding Drug-Free Workplace Requirements.
- 16. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

In witness whereof, the Grantee and the Agency have executed this Agreement with one original, which is retained by Agency.

Madison County Community Services/
 Marshall Senior Center

BY: Debbie Ponder

Debbie Ponder, Chairman
 Printed Name

Witness

Kary Leake

Kary Leake, Clerk
 Printed Name

DATE: August 13, 2012

Division of SHHP,

BY: _____
Kevin Robertson
Deputy Commissioner

BY: _____
Carla Obiol
Senior Deputy Commissioner

DATE: _____

DATE: _____

Contract is not executed until last signature is obtained.

[TBL 7-25-2012] Format reviewed & approved by Controller's Office

Attachment A
General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to

individuals for Medicare and Medicaid patient services.

- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in NCGS 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in NCGS 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State

funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

- (17) "Subgrantee" has the meaning in NCGS 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in NCGS 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

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

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all

information necessary to permit the Grantee to comply with the standards set forth in this Contract.

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

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

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

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

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this Contract.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination Without Cause: The Agency may terminate this contract without cause by giving 60 days written notice to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property and the Contractor shall be

entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

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

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

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

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

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Agency

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

Executive Order # 24: "By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who have a contract with a governmental agency; or have performed under such a contract within the past year; or anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and NCGS Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

Confidentiality

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

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with NCGS 147-64.7. Additionally, as the State funding authority, the Agency and all applicable federal agencies or their agents shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

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

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this

Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

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

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

Time of the Essence: Time is of the essence in the performance of this Contract.

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

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

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales

and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

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

Attachment B

For the period 7/1-2012 – 6/30/2013

Statement of Work

Grantee: Madison County Community Services/Marshall Senior Center

This statement should be a short summary describing what the Grantee does and how the Grantee will use these funds. The terms of the contract between the SHIIP office and the agencies require local programs meet these goals for SFY2013. The uses of these funds are not limited to but MUST include the following activities:

- 1) Hold regular (weekly) counseling clinics during the period 10/2012 through 3/2013;
- 2) Coordinate a county volunteer recognition event during the period 9/1/2012 through 10/31/2012;
- 3) Expand Low Income Subsidy (LIS) outreach and enrollment in the county by participating in at least two (2) outreach activities targeted to LIS populations;
- 4) Attendance at the SHIIP Coordinators' Training Conference on July 17 and 18, 2012 is mandatory for all coordinators;
- 5) Must submit Client Counseling (NPR) forms in a timely manner to the SHIIP office in Raleigh or through the SHIPTalk website;
- 6) Each SHIIP coordinating site must reach out to 50% of the county population for activity events;
- 7) Each SHIIP coordinating site must counsel 1.5% of their county's Medicare population;
- 8) Represent SHIIP at health fair events by utilizing local certified SHIIP counselors; and
- 9) Conduct at least one (1) Medicare education class for new to Medicare beneficiaries in your local county.

SCOPE OF WORK: (Maximum 2 pages)

- 1) We plan to hold counseling clinics on week nights and weekends during the period of 10/2012 through 3/2012 at our agency. We will continue to have regular counseling clinic hours every Thursday afternoon from 1-4pm. Notification of these dates and times will be published in our local newspaper, provided as handouts at all of our satellite sites (8), medical providers, pharmacies, libraries, etc., throughout the county.
- 2) Our volunteer recognition event will be held on October 11, 2012 at the Marshall Senior Center. This event will also be used as a volunteer recruitment effort. Our Senior Health Fair is scheduled for September 26th and 27th, 2012, where we plan to set up a booth for recruitment purposes.
- 3) 1) Not only will be recruiting volunteers at our annual Senior Health Fair (9/26-9/27), we plan to have a section dedicated to LIS outreach for targeted LIS population.
2) LIS outreach activities will be scheduled for presentations at all of the nutrition sites administered by our agency.
3) LIS outreach booth will also be available to residents at our annual county fair held October 4-6, 2012.
4) Presentation to medical providers in our county (Hot Springs Health Program) in reference to possible LIS population who currently seen by their medical providers.
- 4) Both SHIIP coordinators in our county attended annual SHIIP Coordinators' Training Conference July 18 & 19, 2012.
- 5) NPR (client counseling forms) will be submitted to the SHIIP office or through SHIPTalk website on a monthly basis.
- 6) Outreach events, monthly visits to 8 nutrition sites, presentation to health care providers in county, pharmacies, counseling sessions, advertising in local newspaper, radio and mailings will certainly attain the 50% of our county's population goal.
- 7) County population is 20, 764. With mailings, newspaper ads, radio spot, and outreach events, we are certain we will meet the goal of 1.5% of our county's Medicare population.
- 8) Annual Senior Health Fair is scheduled for September 26th, 2012 in Hot Springs and September 27th in Marshall. Both SHIIP counselors in our agency plan to attend and will have an information booth also.
- 9) We plan to schedule a "The Road to Medicare" education class in October 2012. We have not confirmed the exact date with our local community college yet. If we are unable to use their facility, the class will be conducted at our administrative offices-Madison County Department of Community Services.

SCOPE OF WORK: (cont.)

Attachment C
For the period 7-1-2012 – 6/30/2013

Line Item Budget and Budget Narrative

Provide a budget and short narrative on the use of the funding amount reflected on the contract. Please provide details of all expenses including routine charges. These expenditures may include telephone, postage, salary, equipment purchases, internet services etc.

All budgets must be approved by the Agency.

Grantee Name: Madison County Community Services/Marshall Senior Center

Grantee Name: Madison County Community Services/Marshall Senior Center	
Budget	Amount
Contractual	
Construction	
Supplies	2,500.00
Equipment	800.00
Other	1,000.00
Travel	543.00
Personnel	
Fringe	
Total	4,843.00

Narrative:

Supplies will include office supplies, handouts, copies, postage, give aways with SHIP/local advertisement, etc.

Equipment include air card for internet access-laptop

Other items will include an increased effort to recruit volunteers! Our agency currently has 2 counselors and plan to use this funding for recruitment events, handouts, lunches, training materials, building rentals, telephone, etc.

Travel item includes travel subsistence to nutrition sites, presentations, home visits, fuel, general vehicle main, etc.

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

1. Drug-Free Work-Place

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

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); above;
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to Agency on whose grant activity the convicted employee was working.

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

- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above, with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

2. Lobbying

Title 31 of the United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who request or received a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

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

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

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

3. Debarment, Suspension and Other Responsibility Matters

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

(a) Primary Covered Transactions

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

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (2) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

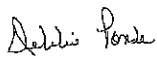
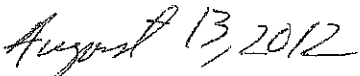
Should the applicant not be able to provide this certification, an explanation as to why should be placed under the assurances page in the application package.

(b) Lower Tier Covered Transactions

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

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

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

Signature of Authorized Certifying Official 	Title Chairman, Madison County Board of Commissioners
Grantee Name Madison County Community Services/Marshall Senior Center	Date Submitted 

Genealogy Requests -- August 2012

Searching the resources in our library (including indices, computer databases, publications, books, and family history files) for information on your surname and/or ancestor

Madison County Library	Pack Library
--\$10.00 for initial, one hour search -- 25¢ per page copying fee -- postage to mail the results, if needed	The Reference staff can provide basic assistance with long distance research. There will be a charge of \$5 per search, a 25¢ per page copying fee and postage for this service.
Rationale- A request impacts staff time and work. A link will be available on Library website for request form, explanation of services and payment, by check. An invoice form will be also be available on the Library webpage.	
Additional Genealogy request resources	
Oklahoma Historical Society The Research Center offers a research service to patrons seeking information about a particular person, topic or event. Research fees must be paid in advance and are non-refundable. Once the request and fee have been received, staff will search for the requested item and make copies of the information found. Research Fee - Oklahoma resident \$20 Research Fee - Out of state resident \$30 Copies - by mail \$.25 each Computer Printouts - by mail \$1 each Faxed Copies \$1 each	Old Buncombe County Genealogy Society \$20 per hour for non-members \$10 per hour for members Copies are an additional \$.30 per page Be sure to include the appropriate fee, and a self addressed stamped return envelope. We require that you submit money to cover the first 2 hours of research with your request. We will bill you for additional charges, copies & postage. Once we receive your payment we will mail the research.

Genealogy Research Request Form
MADISON COUNTY LIBRARY

Your Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Specific information desired: Provide any information that you already have which may be helpful to complete your request -- names, dates, locations.

Research takes time. Please, state if you have a specific requirement for timeliness. This may mean that we decline to do the research and refund your payment.

_____ I have included a check for \$10 to cover the first hour of research.

_____ I have included a check to cover additional hours of research, at \$10.00 per hour.

I fully realize that the above payment for the first hour of research is non-refundable unless Madison County Library declines my research request.

Signature: _____ Date: _____

Mail to: Madison County Library
1335 N. Main St.
Marshall, NC 28753

STATE OF NORTH CAROLINA
COUNTY OF MADISON

RESOLUTION

WHEREAS, fighting fires is one of the most hazardous professions, requiring physical strength, stamina, extensive training, courage, and selfless concern for the welfare of others; and

WHEREAS, firefighters provide valuable services to the citizens of Madison County, their communities, and the State; and

WHEREAS, firefighters make sacrifices to protect the lives and financial interests of the citizens of Madison County; and

WHEREAS, firefighters respond to emergencies without hesitation when the call of duty arises; and

WHEREAS, firefighters work with the public safety officials and law enforcement officers to protect the integrity of crime scenes, which is necessary to resolve arson cases; and

WHEREAS, firefighters reside in the community in which they serve and have a great appreciation for protecting their communities; and

WHEREAS, it is appropriate to recognize the duties and services that firefighters perform by observing Firefighter's Week in Madison County;

WHEREFORE, the Madison County Board of Commissioners does hereby proclaim the week of September 9, as Firefighter's Week, in appreciation of all our firefighters do to protect the citizens of our County.

This the ____ day of August, 2012.

MADISON COUNTY

By: _____

Debbie Pander, Chair

Board of Commissioners

ATTEST:

Larry Leake, Clerk

MADISON COUNTY HEALTH DEPARTMENT FEES FOR 2012 -2013					
ESTABLISHED EVALUATION & MANAGEMENT (E/M) CODES	CODE	2011-2012	2012-2013		
Office Visit Brief (Nurse Visit) (5 MIN)	99211	\$40	\$42		
Office Visit Problem Focused MODERATE	99212	\$65	\$68		
Office Visit Expanded	99213	\$90	\$95		
Office Visit Comprehensive	99214	\$140	\$147		
Office Visit Comprehensive Expanded	99215	\$200	\$210		
NEW PATIENT EVALUATION & MANAGEMENT (E/M) CODES	CODE	2011-2012	2012-2013		
Office Visit Brief	99201	\$70	\$74		
Office Visit Problem Focused	99202	\$100	\$105		
Office Visit Expanded	99203	\$150	\$158		
Office Visit Comprehensive	99204	\$220	\$231		
Office Visit Comprehensive Expanded	99205	\$280	\$294		
ESTABLISHED PATIENT WELL CHECK-UP VISITS	CODE	2011-2012	2012-2013		
Age:0-1	99391EP	\$105	\$110		
Age:1-4	99392EP	\$105	\$110		
Age:5-11	99393EP	\$105	\$110		
Age:12-17	99394EP	\$145	\$152		
Age:18-39	99394EP	\$105	\$110		
Age:40-64	99394EP	\$170	\$179		
Age:65 & older	99395EP	\$105	\$110		
NEW PATIENT PREVENTIVE MEDICINE (P/M) CODES	99395EP	\$170	\$179		
Age:0-1	99396P	\$180	\$189		
Age:1-4	99396	\$180	\$189		
Age:5-11	99397	\$200	\$210		
Age:12-17	99381EP	\$105	\$110		
Age:18-39	99382EP	\$105	\$110		
Age:40-64	99383EP	\$105	\$110		
Age:65 and older	99384EP	\$105	\$110		
	99385EP	\$105	\$110		
	99386	\$230	\$242		
	99387	\$250	\$263		

NEW FAMILY PLANNING PREVENTIVE EXAMINATION		2011-2012	2012-2013
5 to 11 years old	99383FP	\$180	\$189
12 to 17 years	99384FP	\$195	\$205
18 to 39 years	99385FP	\$190	\$200
40 years to 64 years	99386FP	\$230	\$242
PROCEDURES			
Autism Screening	96420	\$10	\$11
Colposcopy without biopsy	57452	\$125	\$131
Colposcopy with biopsy	57455	\$150	\$158
Colposcopy with biopsy/EC	57454	\$175	\$184
Colposcopy with EC Curettage	57456	\$130	\$137
Dental Topical Fluoride	D1206	\$25	\$26
Developmental Screening	96110	\$20	\$21
Hearing	92551	\$10	\$11
Tympanometry	92567	\$20	\$21
Lesion Destruction-Antus	46900	\$200	\$210
Lesion Destruction-Penis	54050	\$125	\$131
Lesion Destruction-Vulva	56501	\$140	\$147
Mantoux (PPD)	86580	\$10	\$11
OAE Screen	92587	\$35	\$37
Oral Dental Evaluation	D0145	\$45	\$47
Removal of IUD	58301	\$120	\$126
TB Control 15 minutes/unit Max 4 units/day \$19.50/unit	T1002	\$25	\$25
Vision	99173	\$10	\$11
Pulse oximetry (Single)	94760	\$10	\$11
Pulse oximetry(Multiple)	94761	\$20	\$21
Application of a hot/cold pack	97010	\$10	\$11
Adhesive bandage any size	99070	\$20	\$21
Removal impacted cerumen	69210	\$45	\$47
Surgical Tray	A4550	No Charge	\$10
Incision/drainage of abscess simple or single	10060	\$100	\$150
Nebulizer treatment #units/treatments 01 02 add mod-76 03 add mod 76	94640	\$11	\$12
Removal of Drug Delivery Implant	11982	\$130	\$175

VACCINE ADMINISTRATION FEES	CODE	2011-2012	2012-2013
Vaccine Administration one vaccine > 18 years	90471	\$13	\$13
Each additional vaccine > 18 years	90472	\$13	\$13
Vaccine Admin one vaccine through 18 yrs	90471EP	\$13	\$13
Vaccine Admin each additional through 18 years	90472EP	\$13	\$13
Vaccine Admin of oral/intranasal vaccine > 18 years	90473	\$13	\$13
Vaccine Admin each additional oral/intranasal vaccine > 18 years	90474	\$13	\$13
Vaccine Admin of oral/ intranasal vaccine through 18 years	90473EP	\$13	\$13
Allergy injection, single	95115	\$9	\$9
Allergy injection, 2 or more	95117	\$10	\$10
Administration of FLU vaccine, Medicare	G0008	\$13	\$13
Administration of Pneumonia vaccine, Medicare	G0009	\$13	\$13
Therapeutic, prophylactic, or diagnostic injection, (Specify substance or drug)	96372	\$18	\$18
PRIVATE-PAY IMMUNIZATIONS			
DTap (Infanrix)	90700	\$35	\$35
DTP(aP (Pentacel)	90698	\$90	\$90
Flu Preservative Free 6-35mo	90655	\$12	\$12
Flu 6-35mo	90657	\$12	\$12
Flu 3y>	90658	\$12	\$12
Flu (Preservative Free)	90656	\$17	\$17
Hep B (Engerix-B) Adult	90746	\$65	\$65
Hep B (Engerix-B) Peds	90744	\$28	\$28
Hep A(Havrix) Adults	90632	\$70	\$70
Hep A (Havrix) Peds	90633	\$30	\$30
HPV	90649	\$135	\$135
Kinrix	90696	\$55	\$55
Menactra (11 years to 18 years	90734	\$110	\$110
MMR (12 months and older)	90707	\$55	\$55
Pneumovax Poly 23	90732	\$35	\$35
Prevnar 13 (pneumoConjugate)	90670	\$110	\$110
Rotareq	90680	\$85	\$85
Tdap	90715	\$40	\$40

CODE	2011-2012	2012-2013
90714	\$35	\$35
90716	\$95	\$95
90736	\$160	\$160
90660	\$22	\$22
90654	\$17	\$17
Q2038	\$12	\$12
CODE	2011-2012	2012-2013
	\$25	\$25
	NEW	\$150
Returned Check Fee	\$20	\$20
SERVSAFE CLASS	\$9	\$15 per person
Child Birth Education- 1 unit= 2 hrs.	\$100	\$100
Parenting love and Logic Class	\$100	\$100
Maternal Care Skill Nurse Home Visit-	\$100	\$100
Postpartum Home Visit-	\$20	\$35
Newborn Assessment Visit-	\$40	\$63
Smoking/Tobacco Education 3-10 min by MD/NP/RN	\$30	\$30
Smoking/Tobacco Education > 10 minutes by MD/NP/RN	\$20	\$26
Diabetes Out-patient self-manage training services 30min	NEW	\$704
Diabetes Out-patient self-manage training services 2 OR > PER 30 MIN	NEW	\$1,082
OB Antepartum Package (4-6 visits)	\$140	\$147
OB Antepartum Package (7 or more visits)	\$35	\$35
Postpartum Visit Package	\$30	\$30
Medical Nutrition Therapy INITIAL 15 minutes	2011-2012	2012-2013
Medical Nutrition Therapy RE-ASSESSMENT 15 minutes	\$5	\$5
IN-HOUSE LABS	\$25	\$25
Amine Test	\$50	\$50.00
Drug Screen	NEW	\$45 per drug
D.O.T. Drug Screen	\$10	\$10
Drug Screen conformation	\$10	\$10
Fecal occult blood	\$25	\$25
Glucose	\$25	\$25
GTT, 3 hour	\$25	\$25

PRIVATE PAY IMMUNIZATIONS (continued)

IN-HOUSE LABS (Continued)	2011-2012	2012-2013
GTT each addition		
Hemoglobin	82952QW \$5	\$5
O'Sullivan	85013QW \$5	\$5
Pregnancy Test	82950QW \$20	\$20
Rapid Strep A	81025 \$5	\$5
Urinalysis	87880QW \$20	\$20
Urinalysis with micro	81002 \$10	\$10
Stat Male Gram Stain	87205 No charge	\$15
Wet Mount	87210 \$15	\$15
Venipuncture		
Capillary Stick	36415 \$5	\$5
Male GC Culture	36416 \$3	\$3
LAB CORP LABS	87081 No charge	\$20.00
Antibody Screen		
Blood Typing ABO	86850 \$40	\$40
CBC with differential	86900 \$70	\$70
hCG Qualitative	85025 \$35	\$35
hCG Quantitative	84703 \$100	\$100
Hemoglobin A1C	84702 \$130	\$130
Hepatic Function	83036 \$20	\$20
HPV	80076 \$40	\$40
Lipid Panel (4)	87621 \$50	\$50
Lithium	80061 \$25	\$25
Metabolic panel (base)	80178 \$15	\$15
Metabolic panel 14	80048 \$45	\$45
Tegretol (Carbamazepine)	80053 \$48	\$48
TSH	80156 \$20	\$20
Urine Culture with susceptibilities	84443 \$90	\$90
Varicella Zoster Titer	87086 \$65	\$65
Depakote (Free valproic acid)	86787 \$85	\$85
Vitamin D, 25 hydroxy	80164 \$20	\$20
C-Reactive Protein (CRP)	82306 \$45	\$45
	86140 \$27	\$27

OTHER LABS	CODE	2011-2012	2012-2013
Cervix Biopsy EACH (To Pathologists Medical Lab)	88305	\$95	\$95
Group B Strep (MISSION HOSPITALS)	87081	\$65	\$65
MSAPP (Fullerton Genetics)	82105	\$90	\$90
OTHER LAB CORP LABS	CODE	2011-2012	2012-2013
MMI=Mumps(86735), Rubella(86762), Rubecola(86765)		\$60	\$60
Protein, total, 24 hour urine	84156	\$15	\$15
Renal Function Panel	80069	\$20	\$20
Rheumatoid Factor, Quantitative	86431	\$20	\$20
Thyroid Profile = Thyroid hormone (T3 or T4) 80479+ thyroxine 84436+ TSH 84443	88175	\$16.75	\$20
Pap, Thin prep Non-Medicaid	99000	\$5.00	\$5
Handling fee	80101	\$60.00	\$60
Special Drug Tests	88142	New	\$30
Pap Smear	84550	New	\$10
Uric Acid	86430	New	\$15
RA Factor qualitative	86431	New	\$15
RA Factor quantitative	86782	New	\$15
Rubella Antibodies	83516	New	\$45
Tissue Transglutaminase(TG) (Cellac)	86038	New	\$15
Antinuclear Antibodies Direct (ANA)	82239	New	\$18
Bile Acids+	85652	New	\$15
ESR -Erythrocyte Sedimentation Rate-Westergren	86308	New	\$15
Ivionucleosis Test, Qualitative	87490	New	\$30
Chlamydia trachomatis, NAA	87800	New	\$60
Chlamydia /GC Amplification	86677	New	\$25
H. Pylori IgG, Abs	86900	New	\$18
Blood Typing ABO	86901	New	\$18
Blood Typing RH (d)	85049	New	\$18
Platelet Count	CODE	2011-2012	2012-2013
OTHER LAB CORP LABS (Continued)		New	\$20
Hep B Surface Antibody	86706	New	\$25
Drug Screening	80104	\$25.00	\$25
Executive I (Metabolic panel 14 + 84443 TSH +80061 Lipid+85625 CBC with differential		\$90.00	\$90

INJECTIONS	CODE	2011-2012	2012-2013
Progesterone (17P)	J3490	\$30	\$30
Rhogam	J2790	100.00	\$100
Vitamin B-12	96372	\$18	\$18
PHYSICALS	CODE	2011-12	2012-13
Employment	LU203	\$25	\$25
DOT	LU204	\$50	\$50
Day Care	LU206	\$25	\$25
Sports	LU208	\$25	\$25
Kindergarten	LU214	\$25	\$25
Camp	LU210	\$25	\$25
College	LU212	\$25	\$25
OTHER	CODE	2011-2012	2012-2013
Lice medication		\$5 per box	\$5 per box
Nuva Ring	J7303	\$25 per ring	\$25 per ring
Diaphragm	57170	\$110	\$110
Depo-provera	J1055	\$60	\$60
Benadryl up to 50 mg	J1200	\$20	\$20
Lidocaine # of CC =	J3490	\$10	\$10
Phenergan up to 50 mg	J2550	\$25	\$25
Depo-medrol 40mg	J1030	\$25	\$25
Depo-medrol 80 mg/ml		\$30	\$30
Birth Control Pills	S4993	10 per pack	10 per pack
BEHAVIORAL HEALTH SERVICES	CODE	2011-2012	2012-2013
Co-pay		\$5	\$20
Psychiatric Diagnostic Interview Examination	90801	\$140	\$140
Diagnostic Interview using play equipment, Language Interpreter or other communication	90802	\$150	\$150
Individual Psychotherapy 20-30 minutes	90804	\$75	\$75
Individual Psychotherapy 45-50 minutes	90806	\$125	\$125
Individual Psychotherapy 75-80 minutes	90808	\$135	\$135
Individual Psychotherapy using play equipment, language interpreter 20-30 minutes	90810	\$75	\$75

BEHAVIORAL HEALTH SERVICES (Continued)		2011-2012	2012-2013
Individual Psychotherapy using play equipment, language interpreter 45-50 minutes	90812	\$100	\$100
Individual Psychotherapy using play equipment, language interpreter 75-80 minutes	90814	\$150	\$150
Family Psychotherapy without patient present	90846	\$80	\$80
Family Therapy	90847	\$125	\$125
Multiple Family Group Psychotherapy	90849	\$135	\$135
Group Therapy 60-75 minutes	90853	\$30	\$30
Interactive Group Therapy	90857	\$35	\$35
Psychological Testing per Hour	96101	\$125	\$125
Developmental Testing with Interpretation/Report	96110	\$20	\$20
Extended Developmental Testing	96111	\$110	\$110
Clinical Assessment of Thinking per Hour	96116	\$125	\$125
Neuropsychological Testing (Halstead-Reitan)	96118	\$125	\$125
Health/Behavior Assessment/Intervention 15 minutes	96150	\$20	\$20
Re-Assessment Face-to-Face each 15 minutes	96151	\$20	\$20
Smoking/Tobacco Education 3-10 minutes	99406	\$20	\$20
Smoking/Tobacco Education more than 10 minutes	99407	\$40	\$40
Alcohol and/or Substance Abuse 15-30 minutes	99408	\$35	\$35
Alcohol and/or Substance Abuse greater than 30 minutes	99409	\$65	\$65
Administration and Interpretation of Health Risk Assessment	99470	\$10	\$10

FINANCIAL ASSISTANCE CONTRACT
2013-201

Between

MADISON COUNTY PARTNERSHIP FOR CHILDREN AND FAMILIES, INC.

And

COUNTY OF MADISON

FEDERAL TAX ID # 56-6000316

1. **Parties to the Contract:**

This Contract is hereby entered into by and between the Madison County Partnership for Children and Families, Inc., (the "Local Partnership") and the County of Madison, (the "Contractor") (referred to collectively as the "Parties").

2. **Effective Period:**

This Contract shall be effective on 7/1/12 and shall terminate on 6/30/13.

3. **Independent Contractor:**

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

4. **Subcontracting:**

The Contractor shall not subcontract any of the work contemplated under this Contract without prior written approval from the Local Partnership. Any approved subcontract shall be subject to all conditions of this Contract. The Local Partnership shall not be obligated to pay for work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

5. **Assignment:**

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted.

6. **Beneficiaries:**

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

7. **Key Personnel:**

The Contractor shall not replace any of the key personnel assigned to the performance of this Contract without written approval of the Local Partnership. The individuals designated as "key personnel" for purposes of this Contract are those specified as **Child Care Health Consultant**.

8. **Indemnification:**

The Contractor agrees to indemnify and hold harmless the State of North Carolina (the "State"), the Division of Child Development and Early Education of the North Carolina Department of Health and Human Services (the "Division"), The North Carolina Partnership for Children, Inc. ("NCPIC"), the Local Partnership and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract.

This Section shall not apply to state agencies.

9. **Contract Administrators:**

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

For the Local Partnership:

Nancy Ajenier, Executive Director
Madison Co. Partnership
Spilman Hall, Mars Hill College
P. O. Box 1657
Mars Hill, NC 28754
Telephone: (828) 689-1526
Fax: (828) 689-1530
Email: nancya@madisonss.org

For the Contractor:

Jan Shepard, Interim Health Director
County of Madison
Health Department
493 Medical Park Drive
Marshall, NC 28753
Telephone: (828) 649-3531
Fax: (828) 649-9078
Email: jshepard@madisoncountync.org

10. **Choice of Law:**

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

11. **Precedence Among Contract Documents:**

This Contract and any documents incorporated herein by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. In the event of a conflict between or among the terms in the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The Contract Documents include this Contract, any amendments thereto, and the Attachments. The Contract Documents have the highest precedence, followed by the Contractor's proposal. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

12. **Survival of Promises:**

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

13. **Availability of Funds:**

The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Local Partnership. In the event funds are unavailable, the Local Partnership may terminate this Contract by giving written notice to the Contractor specifying the effective date of termination.

14. **Authorized Use of Funds:**

The Contractor shall use or expend the funds provided by this Contract only for the purposes for which they were appropriated by the North Carolina General Assembly and as defined in the Early Childhood legislation. Further, the funds provided by the Local Partnership shall be used by the Contractor only for the purposes and activities specified in Attachment I, which is attached hereto; any amendments or additions to Attachment I; and the Contractor's proposal, which is incorporated by reference as if fully set forth herein.

15. **Responsibilities of the Local Partnership:**

The Local Partnership shall perform the following:

- A. Reimburse the Contractor for its allowable costs of services incurred in providing the activities described in Attachment I in accordance with the approved budget in Attachment II and subsequent amendments to these Attachments;
- B. Perform on-site financial and programmatic monitoring of the Contractor for compliance with the terms of this Contract; and
- C. Specify reports and other deliverables required from the Contractor.

16. **Responsibilities of the Contractor:**

The Contractor shall perform the following:

- A. Provide the services described in Attachment I in accordance with the terms of this Contract and in accordance with the approved budget in Attachment II; and in compliance with the Smart Start Cost Principles in Attachment III; and subsequent amendments to the Attachments and in the activity proposal submitted by the Contractor which is incorporated herein by reference as if fully set forth herein. Any portion of payment under this Contract not used for these purposes must revert to the Local Partnership and thereafter to the funding source as appropriate. Any condition or purpose set forth in this Contract shall take precedence over any conflicting provision in the proposal submitted by the Contractor.
- B. Receive approval from the Local Partnership of any activity changes by the Contractor prior to implementation. Budget amendments must also receive advance approval from the Local Partnership.
- C. Report all expenditures on the cash basis of accounting. The Contractor will submit to the Local Partnership, in such form and by such date as specified by the Local Partnership, a financial status report for each activity in order to claim reimbursement for allowable costs incurred under the Contract.

The certified expenditure report must be submitted no less frequently than monthly to the Local Partnership.
- D. Make available all records, including general and subsidiary ledgers, reports, vouchers, books, program documentation, correspondence, or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of the Local Partnership, NCPC, the Division, or the North Carolina Office of State Auditor or applicable federal agencies. The Contractor agrees that the Local Partnership or its agent has the right to audit the records of the Contractor pertaining to this Contract both during performance and after completion.
- E. Submit to the Local Partnership any other plans, reports, documents or other products that the Local Partnership may require in the form specified by the Local Partnership.
- F. Attend scheduled meetings with the Local Partnership and/or NCPC as requested.
- G. Use Program Income earned under this Contract, with written permission of the Local Partnership, only to enhance the activities performed under this Contract or to decrease the cost to the Local Partnership of performing those activities. Program income includes, but is not limited to, income from services rendered, the use or rental of personal property acquired with State funds, sales of commodities acquired with State funds, and interest earnings on State-funded deposits.
- H. Submit to the Local Partnership with the final report of expenditures, in such form as specified by the Local Partnership, an accounting of all program income earned and expended.
- I. Publicize the activities performed under this Contract as being funded by the Local Partnership and Smart Start.
- J. Maximize the use of program match in-kind (volunteers, goods, services, facilities) and cash contributions, maintaining written documentation of program match cash and in-kind contributions, and quantify and report to the Local Partnership on a quarterly basis (or as required by the Local Partnership) these contributions and any other direct or indirect funding the Local Partnership funds have leveraged.
- K. Report suspected child abuse, neglect, or dependency as defined in N.C.G.S. §7B-101.
- L. Ensure that no funds from this Contract will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive.
- M. Ensure adherence to N.C.G.S. §143B-168.10.-143B-168.16. and as modified by applicable Session Law.
- N. Participate in the Local Partnership's evaluation process and develop measurable outcomes for evaluating funded activities.
- D. Ensure that this Contract and all referenced attachments and subsequent amendments thereto have been reviewed.

17. **Compliance with Cost Principles:**

The Contractor will not be reimbursed for expenditures incurred under this Contract that do not comply with the Smart Start Cost Principles, which are incorporated herein as Attachment III, and North Carolina State cost principles, as applicable.

18. Amount of Reimbursement:

The Local Partnership shall reimburse the Contractor in the manner and in the amount specified in the Contract Documents. The amount paid by the Local Partnership for provision of services under the Contract shall not exceed \$ 23,000.00 (Twenty-three thousand dollars).

19. Payment Provisions:**A. Payment Procedure:**

1. Monthly reimbursements shall be made for actual expenditures made in accordance with the approved budget on file with both Parties and reported in the monthly expenditure report submitted by the Contractor.
2. In June 2013, the Contractor may receive an advance for the final reimbursement under the Contract.

B. Withholding of Payment:

The Local Partnership has the authority to withhold payment if the Contractor fails to make significant progress toward achieving outcomes as defined in the activity proposal as approved by the Local Partnership, or if the quality of services provided fails to meet Local Partnership standards and expectations for any reason, or if the Contractor fails to submit required reports.

C. Reimbursements:

Reimbursements for expenditures under this Contract will not occur subsequent to June 30, 2013.

20. Reversion of Unexpended Funds:

Any unexpended funds held by the Contractor upon termination or completion of the Contract shall be reported and reverted to the Local Partnership with the final report of expenditures.

21. Reporting and Audit Requirements:

The Contractor shall comply with all rules and reporting requirements established by statute or administrative rules.

NCAC Title 09 NCAC 03M, "Uniform Administration of State Grants," establishes reporting thresholds and requirements for nongovernmental grantees and subgrantees of State funds. The three reporting thresholds are:

- A. A grantee that receives, uses, or expends State funds in an amount less than \$25,000 within its fiscal year must, within six months after the end of its fiscal year, submit to the Local Partnership:
 - 1) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted; and
 - 2) An accounting of the State funds received, used, or expended.
- B. A grantee that receives, uses, or expends State funds in an amount of at least \$25,000 and up to and including \$500,000 within its fiscal year must, within six months after the end of its fiscal year, submit to the Local Partnership:
 - 1) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - 2) An accounting of the State funds received, used, or expended; and
 - 3) A description of activities and accomplishments undertaken by the grantee with the State funds.
- C. A grantee that receives, uses, or expends State funds in the amount greater than \$500,000 within its fiscal year must, within nine months after the end of its fiscal year, submit to the Local Partnership:
 - 1) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - 2) An audit prepared and completed by a licensed Certified Public Accountant; and
 - 3) A description of activities and accomplishments undertaken by the grantee with the State funds.

The Contractor shall use the forms specified by the Local Partnership in making reports to the Local Partnership.

The Contractor's fiscal year runs from July 1 to June 30.

22. Subgrantees:

The Contractor has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Contractor to comply with the standards set forth in this Contract.

23. Sales/Use Tax Refunds:

If eligible, the Contractor and all subgrantees shall (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. §105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in the reimbursement reports.

24. Care of Property:

The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Local Partnership for loss of, or damage to, such property. When the property provided or purchased is no longer needed or used for the performance of services under this Contract, or at the termination of this Contract, the Contractor shall contact the Local Partnership for instructions as to the disposition of such property and shall comply with these instructions.

For personal property costing in excess of \$500 per item, controls and procedures shall include at a minimum the following:

- A. Detailed asset records that accurately include description and location of the asset, acquisition date, cost, and serial number, if applicable.
- B. A control system shall be in place to ensure adequate safeguards to prevent loss, damage, or theft of personal property.
- C. Adequate maintenance procedures to ensure that property is maintained in good condition.

25. Access to Persons and Records:

The State Auditor shall have access to persons and records as a result of this Contract in accordance with N.C.G.S. §147-64.7. Additionally, as funding authorities, the State, the Division, NCPC, and the Local Partnership shall have access to persons and records as a result of this Contract.

The Office of State Auditor has audit oversight for all organizations that receive, use or expend State funds. The Contractor shall, upon request, furnish to the Office of State Auditor, the Division, the Local Partnership, and NCPC all financial books, records, and other information requested by them to provide full accountability for the use and expenditure of State funds. In addition, the Office of State Auditor, the Division, NCPC, and the Local Partnership shall have access to the working papers of the Contractor's independent auditor for review as considered necessary.

26. Records Retention:

The State's basic records retention policy requires all grant records to be retained for a minimum of five years following completion or termination of the Contract or until all audit exceptions have been resolved, whichever is longer. If any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

If the Contractor becomes unable to maintain these records for the period described above, the Contractor must provide the records to the Local Partnership.

27. Conflict of Interest Policy:

The Contractor expressly asserts that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor shall not employ any person having such interest during the performance of this Contract. The Contractor further agrees to notify the Local Partnership in writing of any instances that might have the appearance of a conflict of interest.

The Local Partnership shall not be required to make any payments until it has received a notarized copy of the Contractor's policy addressing conflict of interest. The policy shall address situations in which the Contractor's employees and the members of its board of directors or other governing body may directly or indirectly benefit from the Contractor's disbursing of funds under this Contract and shall include actions to be taken by the Contractor or the individual, or both, to avoid conflicts of interest and the appearance of impropriety.

28. Insurance:

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

During the term of this Contract, the Contractor shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Contractor shall provide and maintain Workers' Compensation, Commercial General Liability, and Automobile Liability Insurance covering all owned, hired and non-owned vehicles used in the performance of the Contract as required to protect the State, the Division, NCPC, and the Local Partnership against claims that may arise from the Contractor's performance.

29. Confidentiality:

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

30. Copyrights and Ownership of Deliverables:

All deliverable items produced pursuant to this Contract are the exclusive property of the Local Partnership. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

31. Equal Employment Opportunity:

The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

32. Compliance with Laws:

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

33. Advertising:

The Contractor shall not use the award of this Contract as a part of any news release or commercial advertising.

34. Statement of No Overdue Tax Debts:

The Contractor certifies that it does not have any overdue tax debts, as defined by N.C.G.S. §105-243.1, at the federal, State, or local level. The Contractor understands that any person who makes a false statement in violation of N.C.G.S. §143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. §143C-10-1.

35. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this Contract shall be used only to supplement, not supplant, the total amount of federal, State, and local public funds that the Contractor otherwise expends for services on behalf of young children and their families. Funds received pursuant to this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services. In the event of supplantation, the Local Partnership may immediately reduce or terminate funding under this Contract.

36. Disbursements:

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

A. Implement adequate internal controls over disbursements;

B. Pre-audit all vouchers presented for payment to determine:

- 1) Validity and accuracy of payment
- 2) Payment due date
- 3) Adequacy of documentation supporting payment
- 4) Legality of disbursement;

C. Assure adequate control of signature stamps/plates;

D. Assure that an individual does not sign a check payable to himself/herself or to an organization for which there is a real or perceived conflict of interest; and,

E. Implement accounting procedures to ensure that expenditures incurred under this Contract may be readily identified and reported.

37. **Health Insurance Portability and Accountability Act (HIPAA):**

The Contractor agrees that, if the Local Partnership determines that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Local Partnership may require to ensure compliance.

Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Local Partnership for damages sustained by the Local Partnership by virtue of the Contractor's breach of this agreement, and the Local Partnership may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Local Partnership from such breach can be determined. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this Contract.

D. The Local Partnership may terminate the Contract on any date specified by the Local Partnership if funds are no longer available.

42. **Waiver of Default:**

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

43. **Severability:**

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

44. **Time of the Essence:**

Time is of the essence in the performance of this Contract.

45. **Signature Warranty:**

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

In Witness Whereof, the Contractor and Local Partnership have executed this Contract in duplicate originals, with one original being retained by each Party.

MADISON COUNTY

By: Debbie Ponder
Debbie Ponder, Chair
Board of Commissioners

ATTEST:

Larry Leake
Larry Leake, Clerk

MADISON COUNTY PARTNERSHIP
FOR CHILDREN AND FAMILIES, INC.

By: Nancy Alesier
Nancy Alesier
Executive Director 8/23/12

Attachment I

Child Care Health Consultant PSC 3414 Act ID 201 PBIS ID H20

The Child Care Health Consultant (CCHC) will be contracted by the Partnership through a local service provider. The CCHC will work on-site at regulated child care programs to: 1) provide training, consultation and technical assistance to providers in the areas of health and wellness, licensing compliance, health and safety policies and procedures, and individualized health plans for children as needed; 2) assist in identifying children at-risk for, or with developmental delays, and with referrals to Early Childhood Intervention (ECI) and Preschool Exceptional Children's services; 3) provide information to child care providers and families on available health and developmental screening programs; will conduct these screenings only in the absence of other available community resources, or in the case of BMT's, to frequently track program outcomes; 4) identify and refer children needing immunizations; 5) provide children's health education programs; 6) conduct classes for child care staff on topics such as First Aid/CPR, Emergency Preparedness, and playground safety; and 7) assist families in securing needed resources for their children, including Health Check/Health Choice, as necessary. All health and developmental screenings will be conducted in collaboration with relevant community agencies, and the CCHC will follow up with parents whose children are referred for additional treatment. Families will be surveyed prior to screenings to prevent duplication of services.

CONTRACT BUDGET

Attachment II

Service Provider:	Madison County - Health Department	2013
Fiscal Year:		2013
Activity Title:	Child Care Health Consultant	
Purpose/Service Code:	3414 - 201	

BUDGET NARRATIVE		BUDGET
(1) Personnel	Salary and benefits (include Work Comp) for CCHC (11 months)	22,252.00
(2) Contracted Professional Services		
(3) Total Personnel/Contracted Services		22,252.00
(4) Office Supplies and Materials		
(5) Service Related Supplies		
(6) Total Supplies & Materials		0.00
(7) Travel	Anticipated mileage for CCHC (cc visits, meetings)	396.00
(8) Communications & Postage		
(9) Utilities		
(10) Printing and Binding		
(11) Repair and Maintenance		
(12) Meeting/Conference Expense		
(13) Employee Training (no travel)	Anticipated continuing education for CCHC	328.00
(14) Advertising and Outreach		
(15) Board Meeting Expenses		
(16) Total Non-Fixed Operating Expenses		724.00
(17) Office Rent (Land, Buildings, etc.)		
(18) Furniture Rental		
(19) Equipment Rental (Phone, Computer, etc.)		
(20) Vehicle Rental		
(21) Dues, Subscriptions and Fees		
(22) Insurance & Bonding	General Liability and Other insurance estimated at \$2.00 per month	24.00
(23) Books / Library Reference Materials		
(24) Mortgage Interest and Bank Fees		
(25) Other Expenses		
(26) Total Fixed Charges & Other Expenses		24.00
(27) Furniture/Non-computer Eqpt., \$500+ per item		
(28) Computer Equipment/Printers, \$500+ per item		
(29) Furniture/Equpt., under \$500 per item		
(30) Total Property and Equipment Outlay		0.00
(31) Purchase of Services		
(32) Contracts/With Service Providers		
(33) Stipends/Scholarships		
(34) Cash Grants and Awards		
(35) Non-Cash Grants and Awards		
(36) Total Services/Contracts/Grants		0.00
(37) Total Budgeted Expenditures		23,000.00

Attachment III
The North Carolina Partnership for Children, Inc.
Smart Start Cost Principles
Effective July 1, 2012

Purpose

This document establishes principles for determining costs that may be paid with State Smart Start funds. These Cost Principles are not intended to address all items of cost.

Effective July 1, 2005, the State adopted new administrative rules, Title 09 NCAC 03M, "Uniform Administration of State Grants," applicable to non-State entities that receive grants of State funds. These rules provide that Federal Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," be used in the determination of allowable uses of State funds.

OMB Circular A-87 specifies that OMB Circular A-122, "Cost Principles for Non-Profit Organizations," should be used by not-for-profit organizations. Accordingly, these Cost Principles incorporate the relevant provisions of OMB Circular A-122.

The 2012 Smart Start Cost Principles are applicable only to Smart Start funds, including program income, and supersede any prior guidance for the items listed. Other sources of funds may have specific guidelines and principles that must be followed for their funds. Accordingly, each grant agreement or contract related to sources of funds other than Smart Start should be reviewed carefully to ensure compliance with requirements.

These Cost Principles are effective July 1, 2012, and apply to The North Carolina Partnership for Children, Inc. (NCPC), the Local Partnerships, and their direct service providers and grantees. More restrictive provisions apply to direct service providers and grantees in four areas (Section B.7. Condolences; Section B.10. Employee Salaries and Fringe Benefits; Section B.17. Interest; and Section B.28. Severance Pay) as identified in bold text below.

Stricter principles may be adopted if desired.

General Principles

A. Basic Considerations

1. Factors affecting allowability of costs.

In order to be paid from Smart Start funds, costs must meet the following general criteria:

- a. Be reasonable and in compliance with these principles.
- b. Conform to any limitations or exclusions set forth in these principles.
- c. Be consistent with policies and procedures of NCPC and the local partnership.
- d. Be adequately documented.

2. Reasonable costs.

A cost is reasonable if, in its nature or amount, it does not exceed that which would be prudent under the circumstances prevailing at the time the decision is made to incur the cost. In determining the reasonableness of a given cost, consideration shall be given to:

- a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of services.
- b. The restraints or requirements imposed by such factors as generally accepted sound business practices, fair and open competitive bidding, Federal and State laws and regulations, and terms and conditions of the Smart Start contract or grant agreement.
- c. Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public-at-large, and the State.

B. Selected Items of Cost

1. Advertising

The term "advertising costs" means the costs of advertising media. Advertising media include magazines, newspapers, internet, radio and television programs, direct mail, exhibits, and the like.

- a. The following costs are allowable:
- (1) Classified advertising for recruitment of employees;
 - (2) Advertising for the procurement of goods and services;
 - (3) Advertising related to the disposition of property and equipment;
 - (4) Yellow page advertisements that publicize direct services for children, families and providers who serve children and families;
 - (5) Display advertisements that publicize direct services for children, families and providers who serve children and families;
 - (6) Radio, television and internet advertisements that publicize direct services for children, families and providers who serve children and families; and,
 - (7) Listings in community and resource directories.
- b. The following costs are unallowable:
- (1) Yellow page, display, classified, radio, television or internet advertisements other than those to publicize direct services for children, families and providers who serve children and families; and
 - (2) Billboards.
- c. Also see **Section B.24. Promotion and Public Relations.**

2. Alcoholic Beverages

Costs of alcoholic beverages are unallowable.

3. Apparel and Jewelry

- a. Costs of most apparel are unallowable. Apparel includes, but is not limited to, t-shirts, jackets, aprons and hats. Unallowable apparel includes, but is not limited to:
- T-shirts, polo shirts or other clothing for staff, parents, child care providers, board members, or people in the community; and
 - Apparel for children in child care for special events, such as caps and gowns for a prekindergarten graduation ceremony.
- b. Costs of the following apparel are allowable, if reasonable and necessary as a component of an approved Smart Start service activity:
- nursing bras;
 - children's costumes for use in dramatic play and/or cover-ups for use in art projects, cooking, etc.; and
 - onesies and similar infant clothes.
- c. Costs of jewelry (including watches and charms) are unallowable.

4. Audit Services

- a. Costs of audit services are unallowable for local partnerships.
- b. Costs of audit services for direct service providers or grantees are allowable **only** if an audit is required by the State (resulting from total State funding exceeding \$500,000). Costs are allowable **only in the proportion** of revenues that Smart Start represents of the total revenues.

5. Bad Debts

Bad debts, including losses (whether actual or estimated) arising from special events or fundraisers, uncollectible accounts and other claims, related collection costs, and related legal costs, are unallowable. See also **Section B.15. Fund Raising** and **Section B.27. Selling and Marketing Expenses.**

6. Capital and Repair and Maintenance

- a. Capital expenditures are prohibited by legislation and are unallowable.
- b. The term "capital" is defined as "land acquisitions, new construction, or rehabilitation of existing facilities, and repairs and renovations" (N.C.G.S. § 143-34.40).
- c. Costs incurred for improvements which: 1) add to the permanent value of the buildings and/or for land; or 2) appreciably prolong the life of the asset, shall be treated as capital expenditures.
- d. Capital "repairs and renovations" are defined by N.C.G.S. § 143-15.3A to include the following types of projects:

Attachment III

The North Carolina Partnership for Children, Inc.
Smart Start Cost Principles
Effective July 1, 2012

Purpose

This document establishes principles for determining costs that may be paid with State Smart Start funds. These Cost Principles are not intended to address all items of cost.

Effective July 1, 2005, the State adopted new administrative rules, Title 09 NCAC 03M, "Uniform Administration of State Grants," applicable to non-State entities that receive grants of State funds. These rules provide that Federal Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," be used in the determination of allowable uses of State funds.

OMB Circular A-87 specifies that OMB Circular A-122, "Cost Principles for Non-Profit Organizations," should be used by not-for-profit organizations. Accordingly, these Cost Principles incorporate the relevant provisions of OMB Circular A-122.

The 2012 Smart Start Cost Principles are applicable only to Smart Start funds, including program income, and supersede any prior guidance for the items listed. Other sources of funds may have specific guidelines and principles that must be followed for their funds. Accordingly, each grant agreement or contract related to sources of funds other than Smart Start should be reviewed carefully to ensure compliance with requirements.

These Cost Principles are effective July 1, 2012, and apply to The North Carolina Partnership for Children, Inc. (NCPC), the Local Partnerships, and their direct service providers and grantees. More restrictive provisions apply to direct service providers and grantees in four areas (Section B.7. Condolences; Section B.10. Employee Salaries and Fringe Benefits; Section B.17. Interest; and Section B.28. Severance Pay) as identified in bold text below.

Stricter principles may be adopted if desired.

General Principles

A. Basic Considerations

1. Factors affecting allowability of costs.

In order to be paid from Smart Start funds, costs must meet the following general criteria:

- a. Be reasonable and in compliance with these principles.
- b. Conform to any limitations or exclusions set forth in these principles.
- c. Be consistent with policies and procedures of NCPC and the local partnership.
- d. Be adequately documented.

2. Reasonable costs.

A cost is reasonable if, in its nature or amount, it does not exceed that which would be prudent under the circumstances prevailing at the time the decision is made to incur the cost. In determining the reasonableness of a given cost, consideration shall be given to:

- a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of services.
- b. The restraints or requirements imposed by such factors as generally accepted sound business practices, fair and open competitive bidding, Federal and State laws and regulations, and terms and conditions of the Smart Start contract or grant agreement.
- c. Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public-at-large, and the State.

B. Selected Items of Cost

1. Advertising

The term "advertising costs" means the costs of advertising media. Advertising media include magazines, newspapers, internet, radio and television programs, direct mail, exhibits, and the like.

- (1) Roof repairs and replacements;
 - (2) Structural repairs;
 - (3) Repairs to electrical, plumbing, heating, ventilating, and air-conditioning systems;
 - (4) Improvements and renovations to improve use of existing space;
 - (5) Improvements to roads, walks, drives, utilities infrastructure;
 - (6) Historical restoration; and
 - (7) Improvements to meet safety or Federal and State standards.
- e. Costs incurred for necessary, recurring minor maintenance, repair, or upkeep of buildings that do not add to the permanent value of the property or appreciably prolong its intended life, but keep it in an efficient operating condition, are allowable.

7. Condolences

Costs of condolences, such as flowers, plants, fruit baskets, and the like are allowable only in the following circumstances:

- a. The total cost of the item(s) including delivery or service charge does not exceed \$75; and one of the following situations exists:
 - Condolences to a Partnership employee upon the death of a spouse, parent, or child of the employee;
 - Condolences to the Partnership employee's family in the event of the death of a Partnership employee;
 - Condolences to a Partnership employee in the event of his or her hospitalization;
 - Condolences to a Partnership board member upon the death of a spouse, parent, or child of the board member;
 - Condolences to a Partnership board member's family in the event of the death of the board member; and
 - Condolences to a Partnership board member in the event of his or her hospitalization.
- b. Costs of condolences are unallowable for direct service providers or grantees.
- c. Also see Section B.13. Flowers, Plants and Trees.

8. Contributions and Donations

Contributions and donations to others are unallowable other than cash and non-cash grants to individuals or organizations identified with an approved service activity. Also see Section B.20. Memberships.

9. Defense and Prosecution of Criminal and Civil Proceedings, Claims and Appeals

- a. Legal costs incurred in connection with any criminal, civil or administrative proceeding commenced by the Federal Government, or a State, or local government are not allowable if the proceeding:
 - (1) Relates to a violation, or failure to comply with, a Federal, State or local statute or regulation; and
 - (2) Results in any of the following dispositions:
 - i. In a criminal proceeding, a conviction.
 - ii. In a civil or administrative proceeding involving an allegation of fraud or similar misconduct, a determination of organizational liability.
 - iii. In the case of any civil or administrative proceeding, the imposition of a monetary penalty.
 - iv. A disposition, by consent or compromise, if the action could have resulted in any of the dispositions described above.
- b. Legal costs incurred in connection with proceedings described in paragraph a, but which are not made unallowable by that paragraph, are allowable to the extent that they are reasonable and necessary and cannot be recovered from another party.

10. Employee Salaries and Fringe Benefits

- a. Costs for salaries and wages must be based on documented timesheets approved by a responsible member of the organization.
- b. Timesheets that reflect the distribution of activity of each employee must be maintained for all staff members (exempt and non-exempt).
- c. Costs for salaries and wages must reflect an after-the fact determination of the actual time spent on each activity. Budget estimates are not allowed.

- d. Employee fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave and the like are allowable.
- e. Employee fringe benefits in the form of extended paid leave, such as sabbatical or unearned paid family medical leave, are unallowable.
- f. Pension plan costs incurred in accordance with established policies are allowable, provided such policies meet the test of reasonableness and are not discriminatory.
- g. Employee fringe benefits in the form of gifts or gift certificates are unallowable, with the exception of token items (i.e., value of \$25 or less per item) to recognize Partnership employees for years of service or exemplary performance.
- h. Costs of fringe benefits in the form of gifts or gift certificates are unallowable for direct service providers or grantees.
- i. Continuing benefit costs after termination, such as health insurance, are unallowable for former employees of direct service providers or grantees.
- j. Payout upon termination for more than 10 days of accrued vacation, accrued sick leave, and/or accrued paid time off (combined) are unallowable for direct service provider or grantee staff.

11. Entertainment

- a. When designed for the benefit of adults, costs of activities for amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows, amusement parks or sports events, meals and lodging, rentals, and transportation) are unallowable. Also see Section B.25. **Recognition Events.**
- b. Costs of the age-appropriate and developmentally-appropriate entertainment/education for young children are allowable, if reasonable and necessary as a component of an approved Smart Start service activity.

12. Fines, Penalties and Fees

- a. Costs of fines and penalties resulting from violations of, or failure of the Partnership to comply with Federal, State, and local laws and regulations are unallowable.
- b. Costs of non-sufficient fund (NSF) fees are unallowable.

13. Flowers, Plants and Trees

- a. Costs of flowers, plants and related materials are allowable only if reasonable and necessary as a component of an approved Smart Start service activity (for example, a quality improvement plan for an outdoor learning environment for young children). Allowable materials in such circumstances include, but are not limited to:
 - Non-toxic vegetable plants, flowers, seeds, or other garden plants;
 - Fruit trees;
 - Shade trees; and
 - Related planting supplies (soil, stakes, etc.).
- b. Costs of purely decorative flowers, floral arrangements, or plants (live or artificial) are unallowable under any circumstances.
- c. Also see Section B.7. Condoleances.

14. Food

- a. Costs of food are allowable only in the following circumstances:
 - (1) For Partnership Board or Board Committee meetings; or
 - (2) For service and grant activities for which food purchases have a documented legitimate business purpose and are needed to accomplish the purpose of the activity.
 - (3) Also see Section B.19. Meetings and Conferences and Section B.25. **Recognition Events.**

- b. All events at which food is served must be work-related and must involve persons other than partnership employees.
- c. Due care and judgment must be used to ensure that purchases of food are not, or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.

15. Fund Raising

- a. Costs of organized fund raising for contributions that do not qualify as a Smart Start program match, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions, are unallowable.
- b. Costs of fund raising, including financial campaigns and the solicitation of cash and in-kind donations to meet the legislative mandate for program match are allowable.
- c. Losses arising from fundraising events are unallowable. Also see Section **B.5. Bad Debts.**

16. Goods or Services for Personal Use

The term "goods or services for personal use" includes beach mats, umbrellas, coolers, tote bags, pen sets, lotions, and other "giveaway" items.

- a. Costs of goods, equipment or services for personal use are unallowable, with the exception of token items (i.e., value of \$25 or less per item) for partnership board member appreciation or employee recognition for years of service or exemplary performance.
- b. Costs of goods, equipment or services for personal use by or for young children are allowable if reasonable and necessary as a component of an approved Smart Start service activity. These items include, but are not limited to: thermometers, bibs, diapers, sippy cups, educational books and toys that are developmentally appropriate for the recipients.

Also see Section **B.10. Employee Salaries and Fringe Benefits** and Section **B.25. Recognition Events.**

17. Interest

- a. Interest costs on borrowed capital or for the use of funds borrowed from the organization's non-Smart Start funds are unallowable.
- b. Interest on debt incurred subsequent to June 30, 2001, to acquire or replace capital assets is unallowable.
- c. Interest on debt incurred prior to July 1, 2001 to acquire or replace capital assets is allowable.
- d. See Section **B.6. Capital and Repair and Maintenance**, for the definition of "capital."
- e. Interest costs are unallowable for direct service providers or grantees.

18. Lobbying

- a. Costs associated with the following activities are unallowable:
 - (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;
 - (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
 - (3) Any attempt to influence: (i) the introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
 - (4) Any attempt to influence: (i) the introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or

(5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

b. The following activities are excepted from the coverage of paragraph a:

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of the Smart Start Program through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof;
- (2) Educating any member of the public about the work of, and services provided by, the partnership;
- (3) Any lobbying made unallowable by paragraph a(3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of authority to perform Smart Start services;
- (4) Any activity specifically authorized by statute to be undertaken with Smart Start funds; and
- (5) Communications with any legislative body whose actions might affect the organization's existence, powers and duties, tax-exempt status, or the deductibility of contributions.

19. Meetings and Conferences

- a. Costs associated with the conduct of meetings and conferences include the cost of renting facilities, meals, speakers' fees, etc.
- b. To the extent that these costs are identifiable with a specific service activity, they should be charged to that activity. These costs are allowable, provided that they have a legitimate business purpose.
- c. Due care and judgment must be used to ensure that meeting and conference costs are not, or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.
- d. Also see Section B.11. Entertainment and Section B.14. Food.

20. Memberships

- a. Costs of membership in civic or community organizations that provide benefits to the organization, such as training and networking, are allowable.
- b. Costs of memberships in any country club or social or dining club or organization are unallowable.
- c. Costs for charitable or political donations that are invoiced with membership dues are unallowable; also see Section B. 8. Contributions and Donations.
- d. Costs of memberships for lobbying or advocacy, as well as lobbyist registration fees, are unallowable.
- e. Due care and judgment must be used to ensure that membership costs are not, or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.

21. Participant Costs

- a. Participant support costs are costs for items such as stipends, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in conjunction with meetings, conferences, or training.
- b. These costs are allowable as part of an approved service activity.

22. Patents, Royalties and Copyrights

Costs related to patents, royalties and copyrights are allowable with prior NCPC approval.

23. Professional Services Costs

- a. Costs of professional and consultant services provided by persons who are members of a particular profession or possess a special skill, and who are not also officers or employees of the organization to which services are provided, are allowable subject to paragraphs b and c when reasonable.
- b. In determining the allowability of costs in a particular case, the following factors are relevant:
 - (1) The nature and scope of the services rendered in relation to the service required;

- (2) The necessity of contracting for the service, considering the organization's capacity;
 - (3) Whether the service can be performed more economically by direct employment rather than contracting;
 - (4) Adequacy of the contractual agreement for the service (e.g., description of the service, estimate of time required, rate of compensation, and termination provisions).
- c. Allocation or assignment of costs among activities must be based on documented distributions approved by a responsible member of the organization.

NOTE: For professional services contracts with individuals, the organization must comply with Internal Revenue Service regulations regarding the determination of the status of the individual as an independent contractor versus an employee.

24. Promotion and Public Relations

- a. Pursuant to Smart Start legislation, expenditures of Smart Start funds for promotional activities are unallowable. Promotional activities are those that promote the Smart Start Initiative and/or organization in a general manner and do not publicize specific available services or provide educational information about early care and education.
- b. Also see Section B.1, Advertising.
- c. The terms "promotion" or "public relations" include community relations and means those activities dedicated to maintaining the image of the organization or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- d. Costs associated with the development or design of a logo, including separately billed "set-up" fees, are unallowable.
- e. Other costs associated with the printing of logos on various items are allowable in the following circumstances:
 - (1) Signs, banners and display boards that also include contact information for services to children, families, or providers who serve children and families; and
 - i. The costs of billboards are unallowable.
- j. Due care and judgment must be used to ensure that public relation costs are not, or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.

25. Recognition Events

- a. Recognition events are defined as events to recognize individuals or agencies for performance. Costs associated with recognition events include the cost of renting facilities, meals, speakers' fees and the like.
- b. To the extent that these costs are identifiable with a specific service activity, they should be charged to that activity. These costs are allowable, provided that they have a documented legitimate business purpose and the event is identified in the contract activity description.
- c. Due care and judgment must be used to ensure that recognition events are not or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.
- d. Also see Sections B.2, Alcoholic Beverages; B.11, Entertainment; B.14, Food; and B.16, Goods or Services for Personal Use.

26. Rental Costs

- a. Rental costs are allowable to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area; alternatives available; and the type, life expectancy, condition and value of the property leased.
- b. Rental costs under "sale and leaseback" arrangements are allowable only up to the amount that would be allowed had the partnership continued to own the property.

27. Selling and Marketing Expenses

- a. Costs of selling and marketing any products or services must be netted against any income derived.
- b. Losses on sales of products or services are unallowable. Also see Section B.5, Bad Debts.

28. Severance Pay

- a. Severance pay is a payment to employees whose employment is being involuntarily terminated. Severance pay is defined as an additional payment upon termination other than regular salaries and wages or vacation and sick leave payouts.
- b. Reasonable costs of severance pay are allowable only to the extent that in each case, it is required by (i) law, (ii) employer-employee contractual agreement; or (iii) policy approved by the Partnership Board of Directors in place at time of termination.
- c. Costs of severance pay are unallowable for direct service providers or grantees.
- d. Also see Section B.10, Employee Salaries and Fringe Benefits.

29. Travel

- a. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by individuals traveling on business.
- b. The maximum allowable payment for meals shall be the rates set by the State.
- c. Individuals may receive payment for meals for partial days of travel when traveling overnight and the partial day is the day of departure or the day of return.
- d. Individuals may receive payment for breakfast and evening meals when traveling when the following applies:
 - (1) Breakfast - departure from duty station/home prior to 6:00 a.m.
 - (2) Dinner - return to duty station/home after 8:00 p.m.
- e. Payment for lunch for travel away from home or duty station is unallowable if travel does not involve an overnight stay, with the exception that employees may receive payment for lunch when the employee's job requires attendance at a meeting in his or her official capacity and involves persons not employed by the same entity.
- f. Payment for meals is unallowable if the meal is provided during a conference or workshop, or if the cost of the meal is included in the registration fee.
- g. Payment for breakfast for travel away from home or duty station on business is allowable even if the lodging establishment offers a free continental breakfast.
- h. The maximum allowable mileage reimbursement rate for the use of personal vehicles is the rate set by the State.
- i. Reimbursement of mileage for commuting is unallowable. "Commuting" is defined as "traveling between your home and your place of work."
- j. Every effort should be made to obtain the State rate for lodging. Excess lodging authorization must be obtained from the partnership Executive Director or his or her designee in order to reimburse for actual costs that exceed the State rate.
- k. Charges for recreation fees, such as movies and gym use, are unallowable.
- l. The actual cost of moderately-priced coach airfare is allowable. Due care should be taken to obtain economical airfare.
- m. The actual cost of moderately-priced vehicle rental is allowable.
- n. Attendance by multiple employees at out-of-state conferences should be limited. Staff attending should share information with other staff.
- o. International travel is unallowable.

The North Carolina Partnership for Children, Inc.
 Smart Start Cost Principles
 State Travel Rates

Effective July 1, 2011

The State travel rates are below:

1. The schedule of allowable per diems for meals is as follows:

	<u>In-State</u>	<u>Out-of-State</u>
Breakfast	\$ 8.00	\$ 8.00
Lunch	10.45	10.45
Dinner	<u>17.90</u>	<u>20.30</u>
Total	<u>36.35</u>	<u>38.75</u>

2. The maximum allowable lodging rate is as follows:

	<u>In-State</u>	<u>Out-of-State</u>
Actual, up to	\$ 63.90	\$ 75.60

The payment of sales tax, lodging tax, local tax, or service fees applied to the cost of lodging is allowed in **addition** to the lodging rate and is to be paid as a lodging expense.

(Pursuant to the Smart Start Cost Principles, excess lodging authorization must be obtained from the partnership Executive Director or his or her designee in order to reimburse an employee for actual costs that exceed the State rates.)

3. The business standard mileage reimbursement rate is 55.5 cents per mile.

Vendor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes cited herein and consult with counsel and other knowledgeable persons before signing. The text of G.S. 143-59.1 can be found online at:

http://www.ncqa.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf

The text of G.S. 143-59.2 can be found online at:

http://www.ncqa.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf

The text of G.S. 105-164.8(b) can be found online at:

http://www.ncqa.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf

Certifications

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

(a) Neither the Vendor 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 Vendor 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 Vendor 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.

To the best of my knowledge:

(2) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Vendor's officers, directors, or owners (if the Vendor 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.

(3) The Vendor shall require its subcontractors, if any, to make the same certifications before they perform any work under the contract.

(4) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Vendor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Vendor; and

(c) He or she understands that any person who knowingly submits a false certification shall be guilty of a Class I felony.

County of Madison
 Vendor's Name _____
 Signature of Vendor's Authorized Agent Debbie Jones _____ Date August 13, 2012
 Printed Name of Vendor's Authorized Agent Debbie Jones _____ Title Chairman
 Signature of Witness Mark Hester _____ Title Clerk
 Printed Name of Witness Mark Hester _____ Date August 13, 2012

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between the Madison County Partnership for Children and Families, Inc. (hereinafter called the Partnership) and the Madison County Local Purchasing Agency (hereinafter called LPA). The purpose of the MOU is to define the responsibilities of each agency regarding the use of Smart Start funds for subsidy services for the 2012-2013 State Fiscal Year.

I. LPA agrees to:

1. Screen all applicants for subsidy services and certify eligible those who meet the DCDEE-established TANF/CCDF criteria for subsidized care.

While TANF and CCDF eligibility criteria are different, it is considered appropriate for Smart Start purposes to establish CCDF eligibility, the broader of the two. CCDF eligibility is defined as families who are income eligible (at or below 75% of the State Median Income by family size) AND who are "need code" eligible (Employed, High School/GED, Post Secondary Education/Job Training or Seeking Employment ONLY).

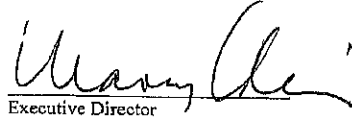
Smart Start funds for TANF/CCDF eligible children **MAY NOT BE USED** for Child Protective Services (CPS), Child Welfare Services (CWS), or Developmental Needs codes.

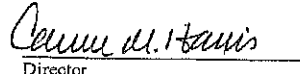
2. Assure that Smart Start funds are used only for children who have not yet reached school age and are enrolled in child care facilities that have obtained a 4 or 5 star child day care license.
3. Permit the Partnership staff to have access to the subsidy services records at the LPA office of families who received Smart Start funded services to ensure that funds are expended for the purpose intended.
4. Work with the Partnership staff to develop outreach efforts to inform parents about the star rated licensing system and the availability of subsidy services.
5. Submit a monthly report to the Partnership itemizing parent fees paid toward Smart Start-funded clients.
6. Submit monthly expenditure reports to the Partnership by the 12th of the following month, specifically detailing expenditures for TANF/CCDF-eligible children.
7. Provide the Partnership with Quarterly Program Reports as per the template provided. Reports are due to the Partnership by the second Friday following the end of each calendar quarter.
8. Work with the Partnership staff to develop outreach efforts to inform parents about the star rated licensing system and the availability of subsidy services.
9. Meet with Partnership staff as needed to discuss subsidy spending and plan for future spending.
10. Ensure that all funds allocated are committed and paid within the time frame of this agreement, July 1, 2012 - June 30, 2013.

II. Partnership agrees to:

1. Provide funding in the amount of \$112,817.00 effective July 2012 for the Subsidy Program and N/A for administrative services to support the Subsidy Program. Revisions in the amount of funding will be handled by an attachment to this agreement or by revising this agreement.
2. Provide Smart Start subsidy funding that can be used for the following purposes: Provide child care fee assistance for parents who are TANF/CCDF eligible and whose children are enrolled in 4 or 5 star licensed child care facilities. Any changes regarding how funds will be spent will be handled by an attachment to this agreement or by revising this agreement.
3. Ensure that Smart Start funds are being used for subsidy services according to Partnership criteria. This may include periodically reviewing Smart Start subsidy records at the LPA or using the information provided by DCDEE staff regarding their review of LPA records and results of monitoring.
4. Provide advance notice of visits to the LPA for the purpose of reviewing Smart Start records.

5. Ensure that Partnership staff who review subsidy records at the LPA observe confidentiality policies regarding information contained in client files.


 Executive Director


 Director

Madison County Partnership for Children and Families, Inc.

Madison County Dept. of Social Services

Local Purchasing Agency

8/15/12
 Date

8/13/12
 Date

**Madison County
 Board of Commissioners**

Budget Amendment #01

13-Aug-12

Description	Line Item	Debit	Credit
Ad Valorem Taxes			
Ad Valorem Tax Interest	10.3100.1700		\$ 12,000.00
2008 Ad Valorem Tax	10.3100.2008		\$ 5,000.00
2009 Ad Valorem Tax	10.3100.2009		\$ 5,000.00
2010 Ad Valorem Tax	10.3100.2010		\$ 10,000.00
2011 Ad Valorem Tax	10.3100.2011		\$ 16,885.00
Franchise Fees			
Sales Tax/Video Programming	10.3200.3251		\$ 1,123.00
Sales Tax			
1st 1/2% (Article 40)	10.3232.3100		\$ 10,000.00
PILT			
Federal Entitlement Land	10.3311.2100		\$ 7,500.00
Refunds			
State Gas Tax Refund	10.3325.3520		\$ 3,340.00
Register of Deeds			
Fees	10.3418.4100		\$ 4,200.00
Inspections			
Fees	10.3435.4100		\$ 16,665.00
Child Support Enforcement			
Shares	10.3537.3305		\$ 4,000.00
Nutrition			
Congregate-Land of Sky	10.3555.3300		\$ 12,437.00
Home Delivered-Land of Sky	10.3555.3320		\$ 7,000.00
Congregate-Program Income	10.3555.8400		\$ 1,000.00
Home Delivered-Program Income	10.3555.8410		\$ 200.00

Tax Supervisor (Lapsed Salaries)

Salaries	10.4141.1210		\$ 1,924.00
FICA	10.4141.1810		\$ 197.00
Retirement	10.4141.1820		\$ 130.00
Health Insurance	10.4141.1830		\$ 473.00

Elections (Lapsed Health Insurance)

Health Insurance	10.4170.1830		\$ 3,510.00
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Senior Citizens Center (Lapsed Salaries)

Salaries	10.4262.1210		\$ 906.00
FICA	10.4262.1810		\$ 175.00
Retirement	10.4262.1820	\$ 1,782.00	
Health Insurance	10.4262.1830		\$ 235.00

911 Dispatchers (Lapsed Salaries)

Health Insurance	10.4331.1830		\$ 594.00
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Ambulance/Rescue Services

Mission Contract	10.4370.1900		\$ 49,739.00
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Animal Control (Lapsed Salaries)

Retirement	10.4380.1820		\$ 145.00
Health Insurance	10.4380.1830		\$ 1,080.00

Transportation/Operating (Lapsed Salaries)

Salaries	10.4522.1210		\$ 2,046.00
FICA	10.4522.1810		\$ 170.00
Retirement	10.4522.1820		\$ 217.00
Health Insurance	10.4522.1830		\$ 1,080.00

Nutrition/Congregate (Lapsed Salaries)

Salaries	10.5551.1210		\$ 215.00
FICA	10.5551.1810		\$ 25.00
Retirement	10.5551.1820		\$ 72.00
Health Insurance	10.5551.1830		\$ 658.00

Nutrition/Home Delivered (Lapsed Salaries)

Salaries	10.5552.1210		\$ 248.00
FICA	10.5552.1810		\$ 22.00
Retirement	10.5552.1820		\$ 32.00
Health Insurance	10.5552.1830		\$ 168.00

Grants Carried Over From FY 2012**Parks & Recreation**

TDA/Barnard Park	10.6130.6410	\$ 785.00	
Community Foundation of WNC	10.6130.6750	\$ 697.00	
Nourishing NC	10.6130.6420	\$ 3,100.00	
Wellness Challenge	10.6130.3990	\$ 355.00	

Fairgrounds

Tobacco Trust Fund	10.3485.1000		\$ 47,499.00
Tobacco Trust Fund	10.4959.1990	\$ 47,499.00	

Health Department

Triple P Grant	10.3513.3401		\$ 581.00
Triple P Grant	10.5110.3401	\$ 320,379.00	
QI Grant	10.3513.7002	\$ 2,620.00	
QI Grant	10.5110.7002		\$ 1,250.00

Community Services

CRC-MIPPA	10.4262.6400	\$ 2,822.00	
MIPPA	10.4262.4000	\$ 1,914.00	
Fund Balance	10.3000.1000		\$ 152,202.00

July 2012 Vehicle Releases for August 2012 Meeting

NAME	County	City	Fire	Interest	TOTALS	REASON
Allison, Wade	\$12.71		\$0.46		\$13.16	released bill to Buncombe County
Ayers, David	\$34.00		\$3.00		\$37.00	2012 bill turned tag in with time remaining per collections
Baker, Frederick	\$18.48		\$1.85		\$20.33	2012 bill turned tag in with time remaining per collections
Beatty, Julie	\$34.50		\$29.00		\$63.50	2012 bill turned tag in with time remaining per collections
Bennett, William			\$71.91		\$71.91	not in city limits lives at 200 Pine Ridge Rd.
Bessinger, Alan	\$29.79		\$25.00		\$54.79	2012 bill turned tag in with time remaining per collections
Bradley, Blanche			\$7.02		\$7.02	not in a fire district
Briggs, Hubert			\$66.52		\$66.52	not in city limits
Briggs, Hubert			\$1.41		\$1.41	not in city limits
Briggs, Hubert			\$4.70		\$4.70	not in city limits
Brown, Lloyd	\$29.57		\$4.22		\$33.79	released bill to Buncombe County
Buckner, Billie	\$30.80		\$2.75		\$33.55	2012 bill turned tag in with time remaining per collections
Caldwell, Gregory			\$51.70		\$51.70	not in city limits
Carver, Roger	\$8.85		\$0.45		\$9.30	released bill to Yancey County
Carver, Roger	\$4.98		\$1.70		\$6.68	released bill to Yancey County
Carver, Roger	\$19.04		\$5.00		\$24.04	released bill to Yancey County
Chandler, Harold	\$56.00		\$0.15		\$56.15	released bill to Yancey County
Chandler, Harold	\$1.68		\$1.50		\$3.18	released bill to Yancey County
Chandler, Harold	\$16.74		\$0.30		\$17.04	2012 bill turned tag in with time remaining per collections
Christie, Jon	\$2.90		\$1.88		\$4.78	released bill to Buncombe County
Clark, Floye	\$1.88		\$2.08		\$3.96	released bill to Buncombe County
Crawford, Dennis	\$23.30		\$2.82		\$26.12	adjusted value per salvage title
Crawford, Dennis	\$31.58		\$2.79		\$34.37	adjusted value to \$5000 for water damage
Cutshall, Jason	\$30.69		\$1.71		\$32.40	2012 bill turned tag in with time remaining per collections
Deckow, Adam	\$18.81		\$0.30		\$19.11	2012 bill turned tag in with time remaining per collections
Dillingham, Cathy	\$1.88		\$0.69		\$2.57	released bill to Buncombe County
English, Lyndell	\$7.04		\$0.69		\$7.73	taxpayer paid 2010 bill under acct 2010-06-01589
Fowler, Donna	\$4.38				\$4.38	2011 bill turned tag in with time remaining per collections
Freeman, Debbie			\$89.44		\$89.44	not in city limits should have been a fire district
Froelich, Charles	\$9.93				\$9.93	not in city limits should have been a fire district
Froelich, Charles	\$14.30				\$14.30	2012 bill turned tag in with time remaining per collections
Gallaughier, Timothy	\$7.56		\$1.35		\$8.91	2012 bill turned tag in with time remaining per collections
Gosnell, Bobby	\$24.75		\$0.32		\$25.07	2012 bill turned tag in with time remaining per collections
Gosnell, Edna	\$3.36		\$4.17		\$7.53	car was totaled on 6/11/2012
Grigg, Jacob	\$46.68		\$10.66		\$57.34	adjusted value per Tag Data for high mileage
Grooms, Rex	\$74.65				\$74.65	released bill to Buncombe County

July 2012 Vehicle Rel. as for August 2012 Meeting

Grooms, Rex	\$3.64				\$4.16	released bill to Burcombe County
Hedinger, Vicki	\$21.39		\$0.76		\$22.15	released bill to Burcombe County
Hilfiker, Barbara	\$26.32		\$2.95		\$29.27	adjusted value on last years value this has a total loss file
Hollifield, Jockey	\$27.06				\$27.06	2012 bill turned tag in with time remaining per collections
Hollifield, Nicholas		\$15.70			\$15.70	not in city limits
Houston, Matthew	\$5.60				\$5.60	2012 bill turned tag in with time remaining per collections
Howell, Erin	\$95.97		\$9.42		\$105.39	released bill to Burcombe County
Jarrett, Neil	\$95.85		\$12.26		\$108.11	released bill to Burcombe County
Jengor Farms	\$39.90		\$4.30		\$44.20	2012 bill turned tag in with time remaining per collections
Kennelly, Kirk	\$5.04		\$0.81		\$5.85	2011 bill turned tag in with time remaining per collections
King, Dale	\$64.62		\$5.76		\$70.38	2012 bill turned tag in with time remaining per collections
King, James	\$51.97				\$51.97	released bill to Burcombe County
Kunisch, Ursula	\$11.20		\$1.00		\$12.20	adjusted value per appeal and Frank House
Lave, James	\$3.92		\$0.96		\$4.88	2012 bill turned tag in with time remaining per collections
Lefford, Donald	\$27.18		\$0.96		\$28.14	2012 bill turned tag in with time remaining per collections
Lefford, Samantha	\$36.06		\$5.15		\$41.21	released bill to Burcombe County
Lennon, Ritchie	\$37.71		\$3.53		\$41.24	2012 bill turned tag in with time remaining per collections
Marler, Alvin	\$10.50				\$10.50	2012 bill turned tag in with time remaining per collections
Massey, Donnie	\$0.75		\$0.04		\$0.79	2012 bill turned tag in with time remaining per collections
Misore, Larry	\$12.00		\$10.50		\$22.50	2012 bill turned tag in with time remaining per collections
Misore, David	\$446.23		\$39.84		\$486.07	adjusted value per bill of sale
Peek, Stephen	\$3.14		\$0.28		\$3.42	2012 bill turned tag in with time remaining per collections
Ponder, Michael	\$38.86		\$3.47		\$42.33	released bill to Yancey County
Ramsey, Chrysaundra	\$38.88		\$6.89		\$45.77	released bill to Burcombe County
Rash, Leroy	\$17.73		\$1.53		\$19.26	2012 bill turned tag in with time remaining per collections
Rathburn, Steve	\$9.97		\$1.78		\$11.75	adjusted value per salvage title
Reed, Sherd Wood	\$6.09		\$20.78		\$26.87	2012 bill turned tag in with time remaining per collections
Fediske, Thomas	\$145.48				\$145.48	adjusted value on motor home because of high mileage
Fleaves, Kenneth	\$54.24				\$54.24	2012 bill turned tag in with time remaining per collections
Flicker, Larry		\$10.30			\$10.30	not in city limits lives at 101 Robin Drive
Flobbers, Peter	\$19.27		\$3.81		\$23.08	adjusted value to bill of sale and adjusted fire district
Roberts, Thomas	\$66.53		\$11.88		\$78.41	released bill to Burcombe County
Robinson, Jackie	\$31.92		\$2.85		\$34.77	adjusted value per bill of sale
Robinson, Kevin	\$20.07		\$1.80		\$21.87	2012 bill turned tag in with time remaining per collections
Robinson, Ronnie	\$12.43		\$0.44		\$12.87	2012 bill turned tag in with time remaining per collections
Sams, Charles	\$8.23				\$8.23	2012 bill turned tag in with time remaining per collections
Sharpa, Ricky	\$85.92		\$5.92		\$91.84	2012 bill turned tag in with time remaining per collections

July 2012 Vehicle Release for August 2012 Meeting

NAME	County	City	Fire Fee	Disposal Fee	Late list fees	Int	TOTALS	REASON
Shelton, Dillard			\$5.22	\$0.18			\$5.40	2012 bill turned tag in with time remaining per collections
Singleton, James			\$58.24	\$8.32			\$66.56	released bill to Burncombe County
Strickland, Terri			\$1.92	\$0.27			\$2.19	2011 bill turned tag in with time remaining per collections
Tarrillbaum, Carl			\$8.60	\$7.20			\$15.80	2012 bill turned tag in with time remaining per collections
Tucker, James			\$12.98	\$1.17			\$14.15	2012 bill turned tag in with time remaining per collections
Van Off, Diane			\$22.57	\$18.94			\$41.51	adjusted value per Tec Data for high mileage
Weston, Oscar			\$2.86	\$0.26			\$3.12	2010 bill turned tag in with time remaining per collections
Wilson, Nancy			\$2.18	\$0.39			\$2.57	2012 bill turned tag in with time remaining per collections
Wilson, Sandra			\$2.80	\$0.25			\$3.05	2012 bill turned tag in with time remaining per collections
Worley, Robert			\$3.47				\$3.47	released bill to Burncombe County
Wright, Bradon			\$88.24	\$13.86			\$102.10	was billed under acct 2011-12-00546
Young, Cherton				\$112.01			\$112.01	not in city limits lives on Middle Farm Rd
TOTALS			\$2,325.88	\$513.53	\$222.31	\$0.00	\$3,071.50	

July 2012 Property Release for August 2012 Meeting

NAME	County	City	Fire Fee	Disposal Fee	Late list fees	Int	TOTALS	REASON
Preserve at Little Pine			\$175.00	\$25.00	\$20.00		\$220.00	no business personal property trade name only 2010 bill
Preserve at Little Pine			\$218.75	\$31.25	\$25.07		\$275.07	no business personal property trade name only 2011 bill
Red Wolf Run, LLC			\$1,517.25	\$148.75			\$1,666.00	lot 47 doesn't exist split between lot 27 & greenspace 2009 bill
Red Wolf Run, LLC			\$1,696.00	\$148.75			\$1,844.75	lot 47 doesn't exist split between lot 27 & greenspace 2010 bill
Red Wolf Run, LLC			\$1,696.00	\$148.75			\$1,844.75	lot 47 doesn't exist split between lot 27 & greenspace 2011 bill
TOTALS			\$5,243.00	\$502.50	\$65.07	\$0.00	\$5,790.57	

July 2012 Refunds for August 2012 Meeting

NAME	County	City	Fire Fee	Disposal Fee	Late list fees	Int	TOTALS	REASON
Bail, David			\$52.08	\$4.65			\$56.73	the home owner was charged for a bsmt refund per Board of E & R
Bail, David			\$52.08	\$4.65			\$56.73	the home owner was charged for a bsmt refund per Board of E & R
Bail, David			\$47.43	\$4.65			\$52.08	the home owner was charged for a bsmt refund per Board of E & R
Bail, David			\$47.43	\$4.65			\$52.08	the home owner was charged for a bsmt refund per Board of E & R
Bail, David			\$47.43	\$4.65			\$52.08	the home owner was charged for a bsmt refund per Board of E & R
Bennett, William			\$22.47				\$22.47	this is not in city limits lives at 200 Pine Ridge Road
TOTALS			\$246.45	\$22.47	\$0.00	\$0.00	\$268.92	