AGENDA

1. CALL TO ORDER- CHAIR GALEY

2. INVOCATION - COMMISSIONER SUTTON

   1. RECOGNITION OF TRACEY NORRIS COBLE, DETENTION CENTER OFFICER AS THE SHERIFF'S OFFICE LIFESAVING AWARD RECIPIENT- CHAIR GALEY

3. PUBLIC SPEAKERS – (Citizens may address the Board for no more than 3 minutes per speaker on topics which are related to this meeting agenda.)

4. COMMISSIONERS' RESPONSES

5. APPROVAL OF THE AGENDA

6. CONSENT AGENDA

   Items listed under Consent are generally of a routine nature. The Board may take action to approve/disapprove all items in a single vote. Any item may be withheld from a general action, to be discussed and voted upon separately at the discretion of the Board.

   A. APPOINTMENTS/REAPPOINTMENTS

      1. LIBRARY COMMITTEE - COLLEEN MACKLIN
      2. TOURISM DEVELOPMENT AUTHORITY (TDA) - CARY WORTHY & KAVITA PATEL

   B. APPOINTMENT OF THE NCACC 113TH ANNUAL CONFERENCE VOTING DELEGATE- CHAIR GALEY

   C. REVIEW OFFICER RESCINDED

   D. REVIEW OFFICER APPOINTMENT

   E. APPROVAL OF MINUTES

      1. ALAMANCE COUNTY BOARD OF COMMISSIONERS - REGULAR MEETING - APR 20, 2020 7:00 PM
      2. ALAMANCE COUNTY BOARD OF COMMISSIONERS - REGULAR MEETING - JUN 1, 2020 9:00 AM

7. PRESENTATIONS/OTHER BUSINESS
1. RESOLUTION TO APPROVE LEASE-PURCHASE OF HEWLETT PACKARD COMPUTERS- JEREMY TEETOR, FINANCE OFFICER, ALAMANCE-BURLINGTON SCHOOL SYSTEM

2. 2921 : INTERLOCAL AGREEMENT-ALAMANCE COUNTY TRANSPORTATION AUTHORITY - SUSAN EVANS, FINANCE OFFICER

3. 2926 : REQUEST TO SET A PUBLIC HEARING: HISTORIC LANDMARK DESIGNATION - TONYA CADDLE, PLANNING DIRECTOR

4. 2918 : COVID-19 UPDATE - STACIE SAUNDERS, HEALTH DIRECTOR

5. CORONAVIRUS RELIEF FUNDS ACTION PLAN REVISED JULY 2020

6. 2932 : RHA HEALTH SERVICES CONTRACT RENEWAL - SHERRY HOOK, ASST. COUNTY MANAGER

8. BUDGET AMENDMENTS

1. BUDGET AMENDMENT - HEALTH

2. HOME AND COMMUNITY CARE BLOCK GRANT

9. PUBLIC SPEAKERS – (Citizens may address the Board for no more than 3 minutes per speaker on issues of public interest.)

1. C.C. LEONARD

2. QUENCelyn ELLISON

3. DR. BEULAH MITCHELL

4. ROBERT TURNER

5. DR. ROCHELLE FORD

6. AMY COOPER

7. MEG WILLIAMS

8. DREAMA CALDWELL

10. COMMISSIONERS' RESPONSES

11. COUNTY MANAGER'S REPORT

1. ALAMANCE COUNTY FISCAL UPDATE JUNE 2020

12. COMMISSIONERS' COMMENTS

13. ADJOURNMENT
Alamance County Board of Commissioners

ACTION ITEM AGENDA ITEM

TO: Alamance County Board of Commissioners
FROM: Susana Goldman
DEPT: Library

MEETING DATE: 07/20/20
DATE SUBMITTED:

ISSUE/ACTION REQUESTED:
Alamance County Public Libraries is requesting the Board of Commissioners appoint Ms. Colleen Macklin to the Library Committee.

BACKGROUND/PURPOSE OF REQUEST:
The City of Graham has recommended Colleen Macklin to serve as their representative to the Library Committee. Alamance County Public Libraries is requesting the Board of Commissioners appoint Ms. Macklin to the Library Committee for a term ending in June 2022.

FISCAL IMPACT:

COUNTY MANAGER'S RECOMMENDATION:

ATTACHMENTS:

ACTION OF THE BOARD OF COMMISSIONERS
TO: Alamance County Board of Commissioners  MEETING DATE: 07/20/20
FROM: Tory Frink  DATE SUBMITTED: 06/25/20
DEPT: County Clerk

ISSUE/ACTION REQUESTED:
Consideration of the re-appointments of Cary Worthy and Kavita Patel to the Tourism Development Authority.

BACKGROUND/PURPOSE OF REQUEST:
New Term Effective 8/31/2020-8/31/2022

FISCAL IMPACT:

COUNTY MANAGER’S RECOMMENDATION:

ATTACHMENTS:

ACTION OF THE BOARD OF COMMISSIONERS
TO: Alamance County Board of Commissioners  
FROM: Tory Frink  
DEPT: County Clerk

MEETING DATE: 07/20/20  
DATE SUBMITTED: 07/14/20

ISSUE/ACTION REQUESTED:
Appointment of Chair Galey as Alamance County's voting delegate of the 113th Annual NC Association of County Commissioners Conference.

BACKGROUND/PURPOSE OF REQUEST:
The NC Association of County Commissioners business session will be held virtually on Thursday, August 6, at 11:00am., each county will be entitled to one vote on items that come before the membership, including election of the NCACC Second Vice President.

FISCAL IMPACT:

COUNTY MANAGER’S RECOMMENDATION:

ATTACHMENTS:
7-20-2020 NCACC Voting delegate form 2020 (PDF)

ACTION OF THE BOARD OF COMMISSIONERS
I, Amy Scott Galey, hereby certify that I am the duly designated voting delegate for Alamance County at the 113th Annual Conference of the North Carolina Association of County Commissioners to be held during the virtual* Annual Business Session on August 6, 2020, at 11 a.m.

Voting Delegate Name: Amy Scott Galey
Title: Chair

In the event the designated voting delegate is unable to attend, ______________________________ has been selected as ________________________ County’s alternate voting delegate.

Alternate Voting Delegate Name: ______________________________________
Title: _______________________________________

Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Alisa Cobb via email by Monday, August 3, 2020 close of business:

Email: alisa.cobb@ncacc.org

*Please note – due to the COVID-19 pandemic, the 113th NCACC Annual Conference will be held virtually with voting taking place via an electronic platform.
Alamance County Board of Commissioners

TO: Alamance County Board of Commissioners
FROM: Tonya Caddle
DEPT: Planning

MEETING DATE: 07/20/20
DATE SUBMITTED: 06/23/20

ISSUE/ACTION REQUESTED:
The Planning Department is requesting that Pamela Graham and Lillian (Libby) Hodges be removed as a Review Officer for Alamance County.

BACKGROUND/PURPOSE OF REQUEST:
The North Carolina General Assembly requires the Board Commissioners of each County, by resolution, to designate by name a person, or persons, experienced in mapping or land records management as Review Officer to review each map and plat before it is presented to the Register of Deeds for recording. This resolution is to rescind Lillian (Libby) Hodges and Pamela Graham (Town of Elon) as a Review Officer.

FISCAL IMPACT:

COUNTY MANAGER’S RECOMMENDATION:

ATTACHMENTS:
Review Officer - 7-20-2020 rescinded (PDF)

ACTION OF THE BOARD OF COMMISSIONERS
RESOLUTION ENDORSING THE APPOINTMENT OF REVIEW OFFICER

WHEREAS, The North Carolina General Assembly in their 1997 Session amended Chapter 47 of the North Carolina General Statutes and required the Board Commissioners of each County, by resolution, to designate by name a person, or persons, experienced in mapping or land records management as Review Officer to review each map and plat before it is presented to the Register of Deeds for recording; and,

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF ALAMANCE COUNTY DOPTH RESOLVE:

1. That the following persons are hereby rescinded as Review Officers for the County of Alamance and pursuant to N.C.G.S 47-30.2:

   Pamela Graham
   Lillian (Libby) Hodges

2. That the Clerk to the Board of County Commissioners shall record this Resolution in the Alamance County registry and have it indexed under the Grantor Index in the name of each officer.

3. That the Review Officer shall no longer carry out and perform the duties prescribed pursuant to N.C.G.S. 47-30.2.

This 20th day of July, 2020.

____________________________________
Chair

____________________________________
Vice-Chair

____________________________________
Commissioner

____________________________________
Commissioner

____________________________________
Commissioner
TO: Alamance County Board of Commissioners

FROM: Tonya Caddle

DEPT: Planning

MEETING DATE: 07/20/20

DATE SUBMITTED: 06/23/20

ISSUE/ACTION REQUESTED:

Approve additional Review Officers for Alamance County.

BACKGROUND/PURPOSE OF REQUEST:

The North Carolina General Assembly requires the Board Commissioners of each County, by resolution, to designate by name a person, or persons, experienced in mapping or land records management as Review Officer to review each map and plat before it is presented to the Register of Deeds for recording. This resolution is to add Taylor Perschau and Pamela DeSoto (Town of Elon) as Review Officers.

FISCAL IMPACT:

COUNTY MANAGER'S RECOMMENDATION:

ATTACHMENTS:

Review Officer - Revision 7-20-2020 bp (PDF)

ACTION OF THE BOARD OF COMMISSIONERS
RESOLUTION ENDORSING THE APPOINTMENT OF REVIEW OFFICER

WHEREAS, The North Carolina General Assembly in their 1997 Session amended Chapter 47 of the North Carolina General Statutes and required the Board Commissioners of each County, by resolution, to designate by name a person, or persons, experienced in mapping or land records management as Review Officer to review each map and plat before it is presented to the Register of Deeds for recording; and,

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF ALAMANCE COUNTY DO TH RESOLVE:

1. That the following persons are hereby designated as Review Officers for the County of Alamance pursuant to N.C.G.S 47-30.2:

   Taylor Perschau
   Pamela DeSoto

2. That the review officer authority of all other previously designated review officers not listed herein is rescinded.

3. That the Clerk to the Board of County Commissioners shall record this Resolution in the Alamance County registry and have it indexed under the Grantor Index in the name of each officer.

4. That the Review Officer shall carry out and perform the duties prescribed pursuant to N.C.G.S. 47-30.2

This 20th day of July, 2020.

____________________________________
Chair

____________________________________
Vice-Chair

____________________________________
Commissioner

____________________________________
Commissioner

____________________________________
Commissioner

Packet Pg. 10
Call to Order - Chair Galey

Chair Galey announced that Commissioner Lashley and Commissioner Sutton were physically present. Commissioners Boswell and Vice Chair Carter were calling in on the phone. Chair Galey spoke that we were experiencing significant challenges in our community during this time of the coronavirus. She continued that this was the governing board of this county and they were meeting to conduct essential business of this county. She mentioned that Commissioners Boswell and Vice Chair Carter volunteered to call in and that they were spread out around the room since being limited to 10 people being physically present to remain in compliance with Governor's Executive Order. Chair Galey noted that during the course of the meeting, they may have a person leave and another person may come in. She stated that she, Commissioner Lashley, Commissioner Sutton, Tory Frink, Clerk to the Board, Clyde Albright, County Attorney, Bryan Hagood, County Manager, Sheriff Terry Johnson, Jeremy Akins Tax Administrator, and Susan Evans, Finance Officer were physically in attendance. Chair Galey advised there would be a public comment period during the meeting. Chair Galey clarified with Ms. Frink that a public notice was sent out. They had public statements, but none pertain to the Agenda items, and nobody asked to be called during the meeting.

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
<th>Arrived</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill Lashley</td>
<td>Commissioner</td>
<td>Present</td>
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<tr>
<td>Amy Scott Galey</td>
<td>Chair</td>
<td>Present</td>
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<tr>
<td>Steve Carter</td>
<td>Vice Chairman</td>
<td>Remote</td>
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<tr>
<td>Eddie Boswell</td>
<td>Commissioner</td>
<td>Remote</td>
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<tr>
<td>Tim D. Sutton</td>
<td>Commissioner</td>
<td>Present</td>
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</tbody>
</table>

Invocation - Chair Galey

Public Speakers

(Citizens may address the Board for no more than 3 minutes per speaker on topics which are related to this meeting agenda.)

Commissioners' Responses

Approval of the Agenda

RESULT: APPROVED [UNANIMOUS]
MOVER: Bill Lashley, Commissioner
SECONDER: Tim D. Sutton, Commissioner
AYES: Lashley, Galey, Carter, Boswell, Sutton

Consent Agenda

RESULT: APPROVED [UNANIMOUS]
MOVER: Bill Lashley, Commissioner
SECONDER: Tim D. Sutton, Commissioner
AYES: Lashley, Galey, Carter, Boswell, Sutton

Tax Refunds and Releases

Approval of tax refunds and releases: a copy of the tax refunds are set forth hereafter.
Approval of Minutes

Alamance County Board of Commissioners - Regular Meeting - Jan 21, 2020 7:00 PM

Presentations/Other Business

2020-38 : Discussion of Waiving Late-Listing Penalties until July 15th
Jeremy Akins, Tax Administrator, spoke the businesses in the state of North Carolina were required to list their personal property for taxation, no later than January 31st, of each year. He explained many businesses had filed an extension, because they reconciled their personal property filing with their state and federal income taxes. The April 15th date allowed them to prepare both filing together, and submit simultaneously. Mr. Akins further explained due to COVID-19, many businesses are struggling to meet filing deadlines, and both the state of North Carolina and the United States of America recognized the need for additional time by extending the income tax deadline to July 15th. He mentioned that the North Carolina Department of Revenue had recommended that counties considered waiving late listing penalties, all counties may have not moved the deadline to list personal property, they may waived any and all associated fees, de facto creating an extended filing time.

Mr. Akin reminded the Board, in Alamance County that late listers usually either failed to obtain an extension during the month of January, or failed to list altogether. He mentioned those businesses who filed for extension on time, nearly always submitted their listing by the deadline. As of today, they had about 450 businesses that had filed timely extensions. They had not failed to list in previous years, but they did not submit their listing by the April 15th deadline. He mentioned this was a one-time windfall caused by COVID-19. Mr. Akin would like the board to considered waiving the late list penalties. He suggested it be made effective only for those who have timely filed extensions with the tax office who submit their listing by date, specified by the board.

Chair Galey confirmed there was a motion by Commissioner Lashley, seconded by Commissioner Boswell to grant waiver of the late listing penalty out to July 15th only to persons who had filed extensions back in January. The motion carried.

RESULT: APPROVED [UNANIMOUS]
MOVER: Bill Lashley, Eddie Boswell
AYES: Lashley, Galey, Carter, Boswell, Sutton

2862 : Alamance-Burlington School System FY 2020-21 Budget Presentation - Dr. Bruce Benson, Superintendent
Dr. Bruce Benson, Superintendent of ABSS, appreciated the opportunity to bring the school system request. This year they were asking for $3.3 million. He reviewed a very brief summary of some of the major items that are included in both the continuation fund and the expansion fund. The continuation fund total was about $1.8 million.

Dr. Benson was looking to expand the compensation model for the School Resource Officer (SRO). The first thing on the expansion list was to increase the teacher supplement by 0.25%. This would put teachers that have years of experience from zero to five at 10%, from 6 to 10 at 11% and 11 plus years at 12%. This was something that both the commissioners and the school board had worked on over the years to put Alamance-Burlington in a competitive position with the rest of North Carolina. Mr. Benson also discussed they were looking to implement a strategy with the school bus drivers that would put them into a pay banding model. Salaries would range
from a starting salary of $15 an hour to a maximum of $20 an hour. Next he discussed adding athletic trainers to the school system. They requested to add an athletic trainer as a safety measure, making sure the students were taken good care of on and off of the field. Dr. Benson expressed the need to gradually expand access to nurses in the schools. He wanted to get to a point where they would have a nurse on staff at each of school. This would gradually happened over a three year period. He also mentioned the need for interpreters in the school. Dr. Benson mentioned chromebooks needed to be updated. They had a large number of devices that were coming up on the end of the support period, which meant they would no longer be supported by the company with system updates. Without support, they posed a security risk if they were unable to get a security patch on a regular basis.

Dr. Benson asked Mr. Teetor, Chief Finance Officer to come up and provide a more detailed explanation of the requests.

Commissioner Sutton asked regarding charter school continuation, what did that mean, or how did that work.
Dr. Benson responded he anticipated a new charter school opening up in the community, which meant there would be some resources that will need to follow the children as they moved to that new charter school.
Commissioner Sutton asked whether there was an athletic director for the system. Dr. Benson answered they did have an athletic director for the system.

Commissioner Lashley asked who was responsible for paying for their cost of the resource officer. Is it the county or the state. Dr. Benson said Mr. Teetor had a really well developed break down of those costs that he can share with them, where the resources come from, how much of it was local funding and how much of it came from the state. Commissioner Lashley said that still did not answer the question. Dr. Benson said Mr. Teetor will provide more information. Commissioner Boswell asked about the additional 3 school nurses for $275,000 and whether that was $90,000 per nurse. Dr. Benson reiterated Mr. Teetor was going to go through each one of the individual items and would provide more detailed information about the cost and where that cost came from.

Mr. Teetor jumped directly to answer Commissioner Lashley's question. Traditional high schools were the responsibility of the state. They did not use state funding to pay for the SRO's at the high school level. He said they were somewhat disconnected at the state level from what they actually cost. They gave them a little less than $38,000 per high school to help us pay for the SRO’s. For the high school SRO's that they provide funding for, they made up the difference between what they were paying and what they were allocated. He said they had SRO's at the elementary level that were with grant funds.

Mr. Teetor discussed the question about charter schools. He explained each month they received a roster of how many students were in the Alamance County boundaries that attended a particular charter school. With a simple calculation, they took how many kids plus how much money was given to the school and divided that out to figure out how much they would have to pass on. He said the new charter school was estimating that they will have 400 new students in their first year.
Mr. Teetor continued with a recap of the funding sources and where they came from. The state had the largest share of the financial support for the school system. That was predominantly for positions. He said this fund comes with a lot of rules on how it needed to be used. He explained part of that was for SRO’s, some of that was for teachers and school administrators. The local share included the county appropriation, share of fines and forfeitures that were passed on through the clerk of the court.

Federal was the next largest shared supplemental money that they received, or Title I. Mr. Teetor said they had a fair number of schools that qualified for Title I support as well as federal money. The child nutrition and daycare funds were the two enterprise funds that did not depend on local dollars in order to make them work. They were self-sufficient. Next Mr. Teetor discussed the child nutrition fund. He said this was one that they were monitoring carefully, because we were trying to keep a full staff working. He said the state had provided leave in order to protect our child nutrition employees. Mr. Teetor mentioned they were not dispersing the same number of meals they would have on a normal day to day basis in a school. He explained they were delivering meals and operating food sites.

Vice Chair Carter questioned the impact they expected to see on the budget from the CARES ACT distribution. Mr. Teeter responded that was a good question. They had received from the state level, a onetime allotment of about $861,000 to help close some of the immediate gaps. He explained the additional costs that was spent on sanitizing and those supplies, as well as the additional expenses for technology. They had seen preliminary information on the CARES ACT from the federal level of what those dollar amounts could be. Mr. Teetor shared that last week at the State Board of Education, had a presentation from the Department of Public Instruction on what they are recommending. He said the initial plan looked like ABSS could receive between $5.5- $6 million additional dollars as a result of the CARES ACT.

Chair Galey asked with school buildings closed, have they seen savings in other places and whether there would be a surplus at the end of the year. Mr. Teetor said as April and May progressed it would be interesting to see that balance. He noted that they did not need energy or water during that time. He estimated that it could be a $400,000 savings for April and May.

Mr. Teetor discussed the retirement rate increase. They had determined what that new rate was going to be. It had increased from 19.7% to 21.44 for next fiscal year. He said school day salaries was another category. If the state ended up not doing anything with compensation that was something they would. He discussed that the ERP modernization was basically the system they used to manage accounting and human resources. The state had been using technology that was developed in 1994. An annual increase was needed in order to have a more modern system for accounting and human resources. Mr. Teetor mentioned the health insurance rate was one of two things that was addressed in the last session. The rate this year was $6,306 per employee for their share of health insurance, and that was going to increase to $6,647 next year.

Mr. Teetor discussed the chromebook lease program. They had about 8000 Chromebooks that were expiring and would need to be replaced. They would lease those in order to mitigate the cost. This estimate was based on a 4-year lease. He pointed out many companies had started selling chromebooks in the past few months, because of that the price started to drop. A chromebook could probably be brought for less than $550.
Mr. Teetor referred back to the discussion about the additional school nurses. Dr. Benson mentioned the cost of the school nurse salary ranges was on a fairly large scale. It depended on the certification that the nurse brings to the table. Some of the nurses had master's degrees in nursing or some nurses had worked in a hospital setting for 25 or more years. The state gave them credit for all that experience. In this category, they were just preparing for the most expensive possible scenario with the highest salary and benefits. He continued the goal as a district was to bring on 3 additional nurses each year for the next 3 years. That would fill in the gaps in order for them to have a nurse at each school.

He mentioned they had conversations and collaboration with the Sheriff Johnson in the past year about SRO's and providing an appropriate rate. The rate that they were paying was very much married to their ability to get additional SRO's in the door. He described that they were attacking two fronts with SRO’s: trying to get the pay rate up and trying to make steady progress on adding them. The 2 additional SRO's that they want to add this year would be split between EM Holt and Alexander Wilson. Mr. Teetor said they will apply for additional state grant funding. The additional SRO's was to provide additional support for the secondary schools within the Burlington city limits. The $110,000 figure was driven by the rate that were hopeful to pay which was $55,000 per SRO.

Dr. Benson had alluded to the increasing number of students and their families that needed interpreting services. That calculation was $65,000 for salary and benefits for an additional interpreter.

Mr. Teetor discussed capital outlay. He said they were happy with the capital improvement plan was put in place. He was hopeful that would continue as it was working well for them. He noted they had additional expansion requests beyond what they were asking for. The state will owe them some additional dollars to the low wealth funding formula for the year ahead that they intended to tap into. Instead of $500 it was going to be closer to $403. He said last year they county raised the property tax rate which pushed Alamance County closer to the state average and pushed it up just a hair over the state average. He said when that happened, it triggered additional funding from the state level based on how they calculate their low wealth formula.

**Budget Amendments**

**Budget Amendment - Health**

Stacie Saunders, Health Director, presented a budget amendment in the amount of $128,163.00 from the Division of Public Health, Public Health Preparedness and Response Branch. The funds will be used to carry out access to testing, reporting of cases and additional surveillance.

Ms. Saunders gave an update on COVID-19. She stated the cumulative COVID-19 cases was 55, 39 of those were now out of isolation, 16 were active and 6 of them were seeking care at the hospital. In North Carolina, there had been about 80,000 completed COVID-19 tests. In Alamance County, they had completed about 600 reviews of tests, and of those 55 of them have been positive.

Ms. Saunders discussed the call center. She mentioned the total calls, thus far, were 1,585 with 535 of those calls being referred to the nurse bank over at the health department.
Ms. Saunders discussed long term care facility task force the health department put it together. She said the purpose was to prevent and delay outbreaks in the county and congregate living settings. She said the health department had been doing a lot of technical assistance with long term care facilities regarding their existing protocols in implementing precautions and subsequently implementing the Executive Order 131. They were doing some assessing of their ability to collect specimen for testing and providing that collection, when they're not able to do it themselves.

Commissioner Lashley asked if they made those collection on a regular basis. Ms. Saunders responded it depended on the facility itself. They had been working with a couple of facilities, and if someone had influenza like symptoms similar to COVID-19, they would be interested in testing those folks. She said they continued to do the investigation and contact tracing. Ms. Saunders pointed out they continued to do community messaging on the county's website and social media. They were continuing to provide technical assistance to county, city governments, the school system, and other community partners regarding essential personnel precautions.

Chair Galey confirmed that Commissioner Lashley, seconded by Commissioner Boswell moved for approval of the budget amendment. The motion carried.

RESULT: APPROVED [UNANIMOUS]
MOVER: Bill Lashley, Commissioner
SECONDER: Eddie Boswell, Commissioner
AYES: Lashley, Galey, Carter, Boswell, Sutton

Public Speakers
(Citizens may address the Board for no more than 3 minutes per speaker on issues of public interest.)

Chair Galey said public speakers who wish to be heard on non-agenda related items were submitted to the clerk to the board. Clerk Frink read the following submitted written comments:

Elizabeth Smith, 1002 Scotch Pine Way, Mebane “We want a resolution and want to know that you are doing your part to go ahead and start the reopening under safe conditions.”

Betsy Adams, 3017 Bidney Drive, Burlington “Now is NOT the time to consider increasing taxes on the citizens of Alamance County. If business owners and their employees must cut spending, then perhaps it is time for all government agencies in the County to do the same.”

George Adams, 317 Bidney Drive, Burlington “Before you vote, please take time to read last April 9th Alamance News editorial called Covid-19 pandemic should put a freeze on county's annual big spending, tax hike plans! $181 million is requested with already $8.4 over projected revenues, now because of Covid-19 it will be at least $15 million over! I hope you know that there are a lot of former working people who now are unemployed by government _at_! I Samuel Chapter 8”

Joe Tickle, 3148 Gordon Road, Burlington “The county needs to cut wanna be projects, and create a tax-free year for our county residents. The people have no money, no jobs, and are just getting by. Please do not make this situation any worse than it already is! If you vote to take
more money from the people that must do without food and medicine, your conscious need help. If you put the projects, and raises, above survival, what is this world becoming?”

**Commissioners’ Responses**
Commissioner Sutton asked did the county's state of emergency add onto what the governor had done or did it do anything above and beyond what he had done.

Chair Galey responded that it did not.

Commissioner Lashley said he thinks the governor was a little fast to make a decision, and needed to open up the state.

Commissioner Sutton said he was sure the governor would not do anything until he saw what other people had done.

Commissioner Lashley responded that was for sure, he was not a doer, but a setter.

**County Manager's Report**
County Manager Hagood brought to the Commissioner's attention that they were working on the budget for fiscal year 20-21. He originally planned to bring his recommended budget on May 18th the last time they met. He was now suggesting that he will bring it on June 1st. He wanted to gather more data on how sales tax revenues were doing this year, what the governor was doing, and the economy. He said all of this information would help with the budget. There was no need to take a vote at this meeting, this was just informational. He recommended June 15th as the public hearing. A special meeting could be set up after June 15th, before the June 30th meeting. The Commissioners agreed that would be fine, as long as they could have a discussion before the public hearing.

**Alamance County Fiscal Report 4-20-20**

**Commissioners' Comments**
Commissioner Lashley voiced that he did not want to see any increases in the budget and that he would not support any.

Chair Galey said she has been contacted about broadband in the rural areas, and asked Bruce Walker, Assistant County Manager/ IT Director to give an update.

Mr. Walker said they recognized this was a problem before COVID-19. He said there was some federal dollars but the county had been considered a Tier 3 county which meant the county had a lot of internet access. He said they had tried hard with surveys and trying to get information to the state. He encouraged citizens to complete the census to help provide accurate information. He offered that internet service providers were offering COVID-19 relief. He suggested people visit these service provider websites to see what they are offering for COVID-19 relief.

County Attorney Albright said Vice Chair Carter asked him to provide a statement in response to the review of the Snow Camp Quarry permitting process which he read aloud: "After a thorough and complete review of the file and available materials, the independent attorney retained by the Alamance County Board of Commissioners reached the following conclusions:
1- The Intent to Construct Permit has not expired. Alamance Aggregates in the development of the Quarry remains vested with the rules and standards set forth in the Heavy Industrial Development Ordinance of October 3, 2011;

2- The issuing of the Intent to Construct Permit is not in conflict with the Heavy Industrial Development Ordinance of October 3, 2011. A stream buffer will remain in effect 100 feet of either side of the streams;

3- The issuing of the Intent to Construct Permit is not in conflict with the Heavy Industrial Development Ordinance; and

4- Nothing in the facts or North Carolina law justifies a revocation of the Intent to Construct Permit at the present time.

Alamance County wishes to thank Craig Justus of the Van Winkle Law Firm for his work and dedication to this review. Alamance County will be proceeding based on the recommendations made in the review."

Commissioner Sutton asked if they gave a report if the county should do anything different with the ordinance. County Attorney Albright said he had not seen that yet but would follow-up with him.

Sheriff Johnson mentioned there was a lot of damage in the southern part of the county and they needed to go down and look at the damage.

Chair Galey read a letter addressed to Governor Cooper that she had drafted. She said she began thinking of a regional approach as she was looking at the News & Observer update article.

Commissioner Lashley said it was a great idea, Commissioner Sutton said after hearing her read the letter, he liked it. Commissioner Boswell and Vice Chair Carter said she did a great job drafting the letter. Chair Galey said it was important for everyone to understand the respect that she had for Governor Cooper and the job that he had done in handling this very difficult situation.

**Adjournment**

There being no further business to be brought before the Board, the meeting was adjourned at 9:02 PM

Respectfully Submitted,

______________________________

CLERK TO THE BOARD
Call to Order - Chair Galey

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<tr>
<th>Attendee Name</th>
<th>Title</th>
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<tr>
<td>Bill Lashley</td>
<td>Commissioner</td>
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<td>Amy Scott Galey</td>
<td>Chair</td>
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<td>Steve Carter</td>
<td>Vice Chairman</td>
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<td>Eddie Boswell</td>
<td>Commissioner</td>
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<tr>
<td>Tim D. Sutton</td>
<td>Commissioner</td>
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Invocation - Vice Chair Carter

Public Speakers

Citizens may address the Board for no more than 3 minutes per speaker on topics which are related to this meeting agenda. Citizens were encouraged to submit written comments or register to be called back during the meeting if they wanted to submit oral comments. Clerk Frink read the following public comment.

George Adams, 317 Bidney Dr. Burlington, NC. "Mr and Ms Commissioners : Due to Covid-19 I am asking that no new moneys be included in the 20-21 budgets because of uncertainties of sales taxes and the virus !!! I would also like to point our that the Alamance editorials for the last 3 weeks are , Sometimes its hard not to think of ABSS and school board as truly a joke , 5-21 , Public sector employees vs private sector employees : which of these things is not like the other ? and this week= School system's new math seems pretty much like old math ex MORE for ABSS $$$$$ What about our seniors , our working poor and small business people ??? If ABSS and ACC are doing online now why can't they keep doing it ? Safer and saves money $$$$$$"

Commissioners' Responses

Commissioner Boswell mentioned that some classes at ACC could not be completed online and EMT training was an example.

Commissioner Sutton said as a driver's education teacher he is around students and teenagers more than anyone on this Board. He said that his students say that online classes were boring and hard to maintain their attention.

Approval of the Agenda

RESULT: APPROVED [UNANIMOUS]
MOVER: Bill Lashley, Commissioner
SECONDER: Steve Carter, Vice Chairman
AYES: Lashley, Galey, Carter, Boswell, Sutton

Consent Agenda
RESULT: APPROVED [UNANIMOUS]
MOVER: Steve Carter, Vice Chairman
SECONDER: Eddie Boswell, Commissioner
AYES: Lashley, Galey, Carter, Boswell, Sutton

Appointments/Reappointments
Graham Board of Adjustment ETJ Member- Justin Moody
Graham Planning & Zoning Board ETJ Member- Justin Moody
Mebane Planning Board (ETJ) - Gale Pettiford
Workforce Development Board-Derrick Byrd

Library Board By-Laws revision

Bylaw Revisions- Alamance County Planning Committee for Services to the Elderly

Approval to Accept Late Property Tax Exemption Forms - Tax Department
Approval of late property tax exemption and exclusion applications for New Birth Baptist Church and Foothills Contracting, LLC.

Approval of Minutes
Alamance County Board of Commissioners - Regular Meeting - Mar 16, 2020 7:00 PM
Alamance County Board of Commissioners - Regular Meeting - Apr 6, 2020 9:00 AM

Presentations/Other Business
2898 : COVID-19 Update - Health Department
Stacie Saunders, Health Director, shared the current landscape of the COVID-19 response, global and national numbers. She continued that globally they were looking at 6.1 million cases and almost 370,000 deaths, and in the United States there were 1.78 million cases and over 104,000 deaths thus far. North Carolina had 28,589 confirmed cases and 886 deaths. Alamance County had a cumulative case count of 385 and 202 of those confirmed cases had been released from isolation, 157 remain active in isolation, 22 of those cases were receiving care in the hospital. There had been 26 COVID-19 related deaths in the county, 22 of those deaths were in a long term care facility (LTCF).

Ms. Saunders gave a break down of cumulative cases by demographics, race, ethnicity, zip code and by age. She said the trends looked similar to the state with the exception of the population over the age of 65 due to the outbreak in the long-term care facility. She mentioned there were persistent health disparities in the community.

She explained that she added a new slide because of the interest in the deaths in Alamance County that week and the New York Times article that had Burlington as topping the list for the fewest days between doubling for deaths. Ms. Saunders admitted that she had not dug into those numbers to determine where they were getting that information. She said that as of May 31st, Alamance County had 26 COVID-19 related-deaths and that 4 of those were general population and the other 22 were in a LTCF.
Commissioner Boswell asked about patients in LTCF and where do they go after they have been diagnosed. Ms. Saunders said it depended on the severity of their symptoms at the time. She explained that there are times when their symptoms are manageable within the facilities. She said if their symptoms or health worsens then are likely transferred to a hospital. He then asked why where they not pulled out as soon as they test positive. Ms. Saunders did not have an answer for that question as far as protocols in the facilities. Commissioner Lashley agreed that it was a big problem not transferring residents from the retirement homes as soon as they tested positive. He mentioned that Florida had been more proactive in moving patients to the hospitals to stop the spread in the retirement homes. Ms. Saunders offered to contact some of the LTCF’s about their protocols and precautions.

Chair Galey mentioned there was some work done in this area before the pandemic and that some in the nursing home industry were resistant to reforms.

Ms. Saunders discussed the new cases epi curve. She noted that there was access to increased collection within the community and more collection sites. She said that the more you collect then the more you find. She went on to provide information on case investigation and contact tracing. She reiterated that there were 157 active cases currently and that required an initial case investigation. Ms. Saunders indicated that was very intensive and taxing.

Commissioner Sutton asked about the odds of having COVID-19, yet not having a temperature. Ms. Saunders responded that she would bring the data around the symptoms they were seeing most often. She did mention that many of the cases that they had seen did not exhibit a fever and that some may not develop a fever.

Commissioner Sutton asked Ms. Saunders for her opinion on whether the pandemic was getting better or getting worse nationwide. She opined that they were seeing an increase in the number of new cases and there were some contributing factors. She noted there had been an increase in access to testing so the more that are tested the more they are finding. She mentioned that states are starting to lift restrictions so people were moving around more and no longer staying at home. Ms. Saunders also noted there were lots of festivities over the Memorial Day weekend where people were interacting with each other.

Vice Chair Carter asked whether the swab test detected antibodies in a person that had recovered. Ms. Saunders responded that the swab test was just a molecular polymerase chain react (PCR) test which looked for the genetic material of the active virus or infection and the serological test was used to look for antibodies. She noted that someone who did not have the active disease but was exposed may also have the antibodies. She mentioned that was the reason that the serological test was not necessarily the best one to use for a diagnostic.

RESULT: NO ACTION TAKEN

2894 : Manager’s Recommended Budget Presentation FY 20-21 - County Manager Hagood
County Manager Hagood presented his recommended budget for fiscal year 2020-21. He said it was an important time to receive this important information for his recommended budget. He mentioned that this was not the budget that he foresaw coming for fiscal year 20-21 and that this community had been blessed. County Manager Hagood noted that the county had good economic times for the past 5-6 years and lots of growth. He said with the COVID-19 impact they were seeing a significant impact to the local economy and statewide. He felt this budget
would take the county thru a 12-18 month event. His recommended budget was $209,166,397 and he focused his discussion on the general fund which was the county's main spending fund. He reminded the Board that during the budget retreat the total general fund request was over $181 million. County Manager Hagood had reduced that request by $14 million so his general fund recommendation was $167,615,943. He said a key takeaway was that they were $4.2 million down from this fiscal year's budget. He recommended that the property tax rate remain at .67 cents.

He mentioned that the total budget for county government functions was almost $91 million which was down a little over $2 million from last fiscal year. He mentioned that the capital plan was a little over $24 million which was down almost $1.7 million from fiscal year 2019-20. He recommended reducing the education operations for ABSS and ACC by half a million dollars from the fiscal year 19-20 funding levels. County Manager Hagood reviewed the specific targeted reductions included in his recommended budget: no funding for the county's merit pay program, he froze 25 positions, a significant cut of $326,372 to the Board of Elections budget. He noted that there was designated funds and coronavirus funds that could be used to offset those cuts. The library, along with Parks were the other 2 hardest hit departments with Parks taking a $122,000 reduction that would eliminate all youth athletic programs, senior programs and a lot of the special population programs. He recommended freezing the 1 full-time and 5 part-time positions for the library along with cutting their books and materials budget in half. The budget did not include any funding for the county's capital improvement program (CIP), reduced the school system's CIP funding by almost $600,000, reduced the county's capital equipment by $704,596, reduced the Farmland Preservation Program by $75,000 and a reduction to education operations by half a million dollars.

County Manager Hagood predicted that the property tax revenue for fiscal year 2020-21 would be over $100 million which would be a $2.4 million increase from fiscal year 2019-20. He emphasized that was good news and an indication that the tax base was growing. He noted that the biggest impact of this budget was the sales tax revenue projections. He projected it to be $24.6 million which was down $7.1 million from fiscal year 2019-20. County Manager Hagood mentioned that was a big decrease and was due to what was going on economically with COVID-19. He went on to discuss further why he and staff were using such a conservative projection of sales tax revenues. He stressed that they had looked at what other counties were estimating and worked closely with the NC Association of County Commissioners. County Manager Hagood said he went with a 20% across the board reduction for next fiscal year knowing that they could watch that revenue and report to the Board as they collect it. He reiterated that this budget was built around this conservative estimate.

He planned to use $3.5 million of unassigned fund balance and $1.2 million of designated for a total use of $4.7 million of fund balance. He explained that one of his goals as county manager was to avoid the use of and even the budgeting of unassigned fund balance. County Manager Hagood provided figures on how they had budget unassigned fund balance over the past 5 years. He noted that the way the budget was constructed that if revenues came in at 20% then they would spend the $3.5 million in unassigned fund balance. If revenues comes in better there was a possibility that they would not have to spend that money.
County Manager Hagood noted that the Health Department had proposed a 5% increase to all of their fees and changing their flu vaccination fee effective July 1st. He recommended 1 new position which was the school resource office (SRO) position that would be paid for by the school system.

Commissioner Lashley asked about the SRO positions and who paid for those. He said that he could not get an answer from the school system. He asked if the state was paying for those positions then why was the county paying. County Manager Hagood explained that he saw in the revised school system budget that they had budgeted $250,000 for school resource officers. He said based on the way that they fund the school system, they do not dictate to them what to do with the funding. The county budgets operational funding for them and they may choose to use some of the funding for the school resource officers. He commented that they do receive funds from the state specifically to pay for SRO's. Chair Galey added that from what she understood the state only paid a certain amount or percentage and so to make up the salary difference the school system used the county funding. Sheriff Johnson mentioned that the school system was not paying what they should have been paying. They met with the new superintendent and then they raised the salaries like they should have been.

County Manager Hagood proposed freezing a number of positions in county government. He said this could be reconsidered if revenues came in better. He mentioned that the county would have to increase the contributions for retiree health insurance. He mentioned that they had to increase the dollars budgeted for workers' compensation along with increased contributions for the local government employee retirement system for each employee.

He suggested the purchase of 1 new ambulance since that was a priority for EMS along with 3 new vehicles for the Sheriff's Office and 2 new vans for the detention center which would be paid for with ICE funding. He mentioned there was $10,000 worth of emergency management radios that would be paid for with SARA funds. County Manager Hagood shared that the landfill was budgeting funding for capital equipment. They planned to spend $644,000 for various pieces of equipment, $25,000 to build a pole barn to store the equipment, and $550,000 for a couple of paving projects.

County Manager Hagood continued his discussion about debt service included in the budget. He noted that the county’s legal debt margin was over a billion dollars and the county could carry up to a billion dollars in debt. He reminded the Board that they had set a maximum of $450 million in the county financial policy which was 3% of the tax base. He continued that the total outstanding principal balance would be $40.6 million as of July 1st. Only $4.5 million of the outstanding debt belonged to the county, almost $18 million was ABSS debt, and $17.5 million was ACC debt. County Manager Hagood noted another parameter of the financial policy was that the annual debt maximum payment should not be more than 15% of the general fund spending. He said the projected debt payment for fiscal year 2020-21 was $8.5 million. He reiterated that the county had a very large capacity for issuing debt.

County Manager Hagood recommended a $460,000 decrease for school system operations for fiscal year 2019-20 since their request for that year had been a flat request. Chair Galey clarified if the sales tax revenues came in better than a 20% decrease then that could be restored to the school system. County Manager Hagood said that it could and that it did not please him as
County Manager Hagood recommended a $2.1 million decrease from fiscal year 2019-20 for the school system paygo capital budget. His total recommended funding for ABSS was $43,203,142. County Manager Hagood noted that there was a chart included that showed the county’s level of funding for ABSS over the past 5 years. He noted that county had been on an overall upward trajectory for funding the school system at higher levels. He stressed that they are a priority and they receive the largest amount of funding from county government.

He advocated a $40,000 decrease for ACC. He noted this decrease was not from their request but from the fiscal year 2019-20 budget. County Manager Hagood recommended $3.4 million for ACC’s operations budget and $330,000 for their paygo capital budget for a total funding of $3,754,312. He mentioned a similar chart on ACC’s funding history over the past 5 years. He shared that the Board had demonstrated a willingness to fund public education and increase funding for public education.

County Manager Hagood provided a summary of the funding for outside agencies. The total recommended amount was $3 million and $2.1 million was grant/ passthru funds. He recommended a $951,391 county match which was a 4% decrease from the fiscal year 2019-20 funding.

County Manager Hagood discussed the occupancy tax information. He reviewed that occupancy tax revenues had grown with more people continuing to come and stay in hotels. However, due to the COVID-19 crisis, they are projecting a 50% decrease in occupancy tax revenues.

He recommended 1 change to the ordinance, he recommended the purchase order amount be changed from $600 to $1,000.

County Manager Hagood said the total budget for all of the volunteer fire departments across the county was a little over $5.8 million. He said that 3 volunteer fire departments had requested fire district tax increases; Faucette and Elon fire departments had both requested a 1 cent increase while Eli Whitney had requested a 3 cent increase. Chair Galey requested County Manager Hagood provide contact numbers for the fire chiefs. She wanted to call them and discuss their request as she was feeling cautious about a tax increase of any kind in the county.

Commissioner Lashley asked whether the dental clinic was closed and what was the dental staff doing during the closure. County Manager Hagood said he would have to ask about that. He guessed that they could be out working on contact tracing or helping answer the phone lines.

Commissioner Boswell inquired as to what has happened with the city of Graham leaving county central communications for Burlington. County Manager Hagood thought that move had been delayed.

County Manager Hagood said the next steps were to hold a budget work session on Monday, June 8th at 9:00am and hold the budget public hearing on Monday, June 15th at 7:00pm. Chair Galey suggested seeing if anyone was still interested in holding a work session since they had a lot to process and think through. Commissioner Boswell complimented County Manager Hagood on a great job that he did with his presentation and he was okay with not having a work
session. Commissioner Sutton agreed only if he could get more information on the number of part-time employees and per pupil funding. There was a consensus not to have it and that if no one had an interest in a special-called meeting by Wednesday, then there would not be a called meeting for June 8th.

**2020-58 : Request to set a public hearing for June 15th at 7:00pm: Budget Ordinance FY 2020-21**

Chair Galey lead the discussion about where to hold the budget public hearing for June 15th. She suggested looking at Western Alamance High School since they had held previous budget hearings at other high schools. County Manager Hagood said he was waiting to hear back from Dr. Benson. He did mention there may be some IT difficulties with the streaming ability. Vice Chair Carter suggested holding it at the Historic Courthouse. Commissioner Boswell confirmed that the Commissioners’ Meeting Room was a guaranteed space for live streaming. Chair Galey suggested reaching out to Elon University to see if they had a space. Assistant County Manager Walker said that Elon might be an option because they should be hooked up to high speed internet.

Commissioner Lashley, seconded by Commissioner Boswell moved to set the public hearing for June 15th at 7:00pm.

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<td>SECONDER:</td>
<td>Eddie Boswell, Commissioner</td>
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<td>AYES:</td>
<td>Lashley, Galey, Carter, Boswell, Sutton</td>
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**2895 : Alamance County Capital Plan Presentation FY 20-21 - County Manager Hagood**

County Manager Hagood gave an update on the capital plan. He said this was a supplemental piece to the budget and a tool for the county to use to plan and implement projects. He summarized some of the changes that had been made to the plan and some of the proposed debt to be issued.

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**2907 : CARES Act Funds for Alamance County Update - County Manager Hagood**

County Manager Hagood gave a CARES Act Relief Fund update, these are funds allocated by the state to counties. He said that the county did receive $3 million and he had presented an initial plan to the Board during the May 18th regular meeting. He reminded the Board that they had discussed hazard pay for county employees who had been working the COVID-19 event. $800,000 was earmarked for municipalities and small businesses so the county was working within a budget of $2.2 million. He said a one-time bonus plan had been created for first responders and employees whose job duties place them in an increased risk of exposure to contract or take COVID-19 home to their families. County Manager Hagood continued that they were looking at hazard pay bonuses for public health(employees identified by assigned work), EMS, emergency management, central communications, Fire Marshal's Office and social services (adult protective social workers, child protective services social workers, foster care social workers) for a total of 270 employees. The range of the bonuses paid would be $500-$1500 which would be a total cost of $360,338 paid from the coronavirus relief funds. He mentioned that Sheriff Johnson had located funding within his fiscal year 2019-20 budget for bonuses for his entire staff in the amount of $503,244. There was not enough money to include the Sheriff's Office staff in the hazard pay bonus plan.
Chair Galey asked for a copy of this presentation and a breakdown of the number of employees in each department that will receive the bonus. County Manager Hagood said they will provide that information. He indicated that he planned to return at the June 15th meeting with a budget amendment for the county's allocation of the $2.2 million.

County Manager Hagood said they sent plan templates to each of the municipalities. They received 7 responses with total costs. He said that if you added up all of their costs it was a little over $2 million and the Board needed to think about what level of funding they wanted to provide to the municipalities. He said they had researched loans over grants for small businesses. He discussed the next steps and they would research whether they could purchase PPE to provide for small businesses.

**RESULT:** INFORMATIONAL

**Resolution-Installment Financing-Capital Finance Plan**

County Manager Hagood said he understood the dilemma in borrowing or using the county's cash. County Manager Hagood said this hinged on the fiscal year 19-20 budget because they were planning to borrow $167 million in March which included all of ABSS's debt and a little of ACC's debt. He continued that they would be talking with credit rating agencies in December or January to prepare for their review. He mentioned that they only minor negative concern was the county's cash balance. County Manager Hagood said if they borrowed the money then the county's cash balance would be higher and the only benefit of borrowing the money. Vice Chair Carter asked whether they could borrow it later. Ms. Evans said there was a time restriction and the application would go to the Local Government Commission (LGC) the following day so that is why they need a definitive answer.

Commissioner Lashley voiced that he did not believe it was wise to borrow the money when the county had it in the fund balance, Commissioner Boswell agreed. He offered especially during this time, if the county had the money then go ahead and pay for it.

**RESULT:** FAILED

**Public Speakers**

(Citizens may address the Board for no more than 3 minutes per speaker on issues of public interest.)

Donna Vanhook "At this writing, I am waiting to give an oral public comment. I was unable to submit a written public comment via the online form yesterday because I cannot find the link to do so. However, I did call yesterday and requested to make an oral public comment during the June 1, 2020 meeting as follows:

First, for the record, thank you for hearing my public comment on May 18, 2020, about the need for Alamance County Public Librarians Mobile Cafe to continue services in East Burlington neighborhoods. The temporary route I helped coordinate in response to ABSS schools closure during COVID-19 worked remarkably well for students lacking access to wifi due to the unfortunate digital divide in Alamance County.

ABSS students who reside at six Burlington Housing Authority apartment complexes, Beaumont Avenue and Tucker Street Apartments (owned by the same company), along with Misty Springs
Mobile Home Park (Sharpe Road) Gaines access to wifi internet to complete their homework. This five day a week route began on April 13, 2020 until the end of the school year.

Secondly, this is not a personal attack, however I am both appalled and perturbed about a couple of statements that occurred during the same May 18th commissioners meeting. Commissioner Bill Lashley stated to Sheriff Terry Johnson, “we used to beat the the hell out of them, but you can’t do that now.” This outrageous and oppressive statement pertained to discussion about the purchase of militarized law enforcement equipment for the sheriff’s department with COVID-19 relief funds, about which I strongly disagree. Chair Galey, your response was merely, “well, well, well” and then you chuckled with others in the room. This type of behavior should not be condoned and is not acceptable from county commissioners. It contributes to police culture detrimental to black and brown lives. This we see evidence of throughout the nation’s current turmoil in response to systemic police brutality. Thank you.”

**Commissioners’ Responses**

Commissioner Boswell said the mobile cafe route should continue in East Burlington.

Chair Galey addressed her reaction to the comments made at the last meeting. She said she took Ms. Vanhook’s comments to heart and took responsibility for her actions.

Vice Chair Carter said he agreed with that and he apologized for any reaction he might have had that offended anyone.

Commissioner Lashley said it was time to get tough and do something about people burning down property. He suggested doing what had to be done to stop the looting and burning.

Commissioner Sutton said he wished this could be talked out, but was doubtful that this could happen. He shared a story about Myrtle Beach, SC and the gangs and turf wars. He said Myrtle Beach had let that get out of control and they needed to get tough to straighten this out. Commissioner Sutton said it was a sad day in America, he noted these problems were going on before the gentleman’s death.

Vice Chair Carter said Sheriff Johnson demonstrated exactly what Commissioner Sutton said on yesterday.

Commissioner Boswell complimented the City of Burlington on their handling of the peaceful protest held the day before. He said it was about coming together.

Chair Galey shared since she started on this journey 4 years ago, she had shook hands and looked in the eyes of thousands of people. She noted 2 things that she had she learned: every human needs to feel safe and every person needs to feel valued. Chair Galey said that the experience of people of color was they were not safe and they were not valued. She continued that there was historical evidence to back up the feelings that they had. She understood how the African American community would see the murders of George Floyd and Mr Aubery and not feel safe or valued. She spoke that she did not know everything about everything but if people could reflect on that and put themselves in shoes of different people it might be a start to move together and forward as a community. Chair Galey said she was challenged to speak her truth and that was her truth.
County Manager's Report

No report.

Commissioners' Comments

Commissioner Boswell thanked the information technology staff for making sure they were able to participate remotely during the past couple of meetings.

Chair Galey wanted to read a statement to be entered into the record and she gave a timeline of what took place with ACE Speedway.

"Amy Scott Galey, Chair of the Alamance County Board of Commissioners, timeline of the question of whether ACE Speedway would open to spectators under Executive Order 141 (Phase 2):

May 11-call with Jason Turner, Matt Gross of DHHS, Stacie Saunders, me, Bryan, discussion of whether Phase 2 would start on May 22. Matt Gross initiated contact, is a racing fan who saw that ACE was planning to race the day that Phase 2 started. The discussion was centered on whether Phase 2 would start on May 22, not that it might start but outdoor arenas like ACE would not be included in it. Discussion of what safety precautions ACE and other racetracks would take if Phase 2 starts.

May 20 (Wednesday) 5 pm - Governor Roy Cooper announces Phase 2 will start in 48 hours, mass gathering ban of more than 25 people outside.

May 21 (Thursday) 9:30 am call with Matt Gross of DHHS, Clyde Albright, me, Robert Turner, Sheriff, others to discuss the constitutionality of the mass gathering ban of 25 people. Clyde Albright told Matt Gross that he did not view the executive order as constitutional. Matt Gross said that he did not have the expertise to address that, not being an attorney, but that he would have someone from the governor’s staff get back to Clyde.

We waited to hear from an attorney from the governor’s staff. It was Memorial Day weekend. ACE Speedway had race 5/23.

May 25 (Tuesday) 8:00 am staff meeting with me, Bryan Hagood, Clyde Albright, Stacie Saunders, Steve Carter, Ben Pierce, Michelle Mills, Byron Tucker, and Sheriff. Discussed how county would respond to ACE’s actions on Saturday. Michelle Mills was to draft a press release in anticipation of what the governor would say at his media briefing that day, subject to change when we saw what the governor would actually say. It was agreed that Clyde would send a follow up email to Matt Gross, Stacie Saunders would go pick up the contact tracing info that ACE did possess, and the Sheriff and I would visit ACE to get a better understanding of what actually happened Saturday night and discuss whether ACE had made actually attempted to follow the public health measures they had agreed to.

Nothing heard from the governor legal staff.

Tuesday morning 5/26, can’t remember exact time, I talked with Julie Emmons, Deputy Chief of Staff for Congressman Mark Walker. I told her my frustration at getting no response from the governor. She offered to contact people she knew at DHHS, see if she could set up a bridge for communication.
May 27 (Wednesday) 3:02 pm I heard from Julie Emmons that Kevin Monroe, the governmental affairs person from the governor’s office, would call me.

May 27 I told Jason Turner that he needs to get his own attorney and prepare to defend in court his right to open under EO 141.

May 27 3:53 pm Kevin Monroe called me. I told him that the call with Matt Gross the Thursday prior had been about the constitutionality of the executive order and that we had asked for someone to call us. He asked if I wanted the governor’s legal counsel to call me, and I said no please have them call Clyde Albright. He promised he would.

May 28 (Thursday) 10:07 am nobody had called Clyde, so I called Kevin Monroe and left a message. He returned my call at 11:18 am and said that he would have the governor’s legal counsel call Clyde.

That was the sum of my personal involvement of the decision of whether ACE Speedway would open.

During all that, I called the other commissioners and our General Assembly delegation to update them and keep them informed."

County Attorney Albright offered that he had several conversations with Mr. McKinney and he acknowledged that his reading of that exemption language was correct. He understood how Mr. Albright might have been confused. Mr. Albright said he was not a judge or a jury and that he could not predict what a judge would say. He said his job was to keep Sheriff Johnson and the Board out of trouble. He felt he had made a valid point on the order.

Commissioner Sutton asked County Attorney Albright how he could take a federal ruling on a church service and parlay that thought of ethics over to a race or football game. He said he opposed the linking of religion to a baseball game or race. He said the whole country did not see it that way and neither did the 5-4 ruling.

Adjournment

There being no further business to be brought before the Board, the meeting was adjourned at 2:19 PM

Respectfully Submitted,

____________________

CLERK TO THE BOARD
TO: Alamance County Board of Commissioners  
FROM: Bryan Hagood  
DEPT: County Manager

MEETING DATE: 07/20/20  
DATE SUBMITTED: 07/8/20

ISSUE/ACTION REQUESTED:
Approval of the Resolution Approving Contract for Capital and Appropriating Sufficient Funds pursuant to N.C. Gen. Stat. § 115C-441(c1) and -528.

BACKGROUND/PURPOSE OF REQUEST:
The Alamance-Burlington School System wishes to enter into a Lease Purchase Agreement with Staples that is financed via Hewlett Packard Enterprise Financial Services to replace 8,000 student chromebooks. The total cost of the lease is $1,706,960 with four annual payments of $451,337.29. The Alamance-Burlington School System will not require additional funding for this project. Finance Officer Jeremy Teetor will be present to answer any questions about the resolution.

For more information please contact Alamance County Manager Bryan Hagood at 336-570-4044.

FISCAL IMPACT:

COUNTY MANAGER’S RECOMMENDATION:

ATTACHMENTS:
Chromebook Lease Resolution.pdf  (PDF)

ACTION OF THE BOARD OF COMMISSIONERS
RESOLUTION TO APPROVE LEASE-PURCHASES OF COMPUTERS
FOR ALAMANCE-BURLINGTON SCHOOL SYSTEM

WHEREAS, the Alamance-Burlington Board of Education wishes to enter into a lease-purchase agreement with Hewlett Packard Enterprise Financial Services pursuant to N.C. Gen. Stat. § 115C-528 to acquire certain computer hardware, software, and related equipment to be used for public school purposes; and

WHEREAS, the contract will require the Board of Education to pay Hewlett Packard Enterprise Financial Services a total of $451,337.29 over the 2020-21, 2021-22, 2022-23, and 2023-24 fiscal years and will thereafter give the Board of Education the option to acquire title to the leased devices for a final additional payment of $1.00; and

WHEREAS, the contracts are contracts for continuing capital outlay subject to the requirements of N.C. Gen. Stat. §§ 115C-441(c1) and 115C-528, including the approval of the Alamance County Board of Commissioners; and

WHEREAS, neither this resolution nor state law requires the appropriation of additional funds to the Alamance-Burlington Board of Education so long as regular appropriations, including any appropriations that may be made to the Alamance-Burlington School System Digital Learning Fund are sufficient to meet the contract obligations in each fiscal year of its terms.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Alamance County Board of Commissioners agrees to appropriate sufficient funds to the Alamance-Burlington Board of Education in ensuing fiscal years to meet the obligations of Hewlett Packard Enterprise Financial Services contract. Said funds shall be a part of, and not in addition to, any regular appropriations made to the Board of Education from which the contract payments may be made. Said funds obligated by this contract for fiscal years 2020-21, 2021-22, 2022-23, and 2023-24 shall be budgeted by the Board of Education for this purpose, and the Alamance County Board of Commissioners shall not be obligated to increase its annual appropriation to the Alamance-Burlington Board of Education by the amount due under the contract.

Adopted and resolved, this the _____th day of ________, 2020 by the Alamance County Board of Commissioners.

_________________________________
Amy Scott Galey, Chair
Alamance County Board of Commissioners

_________________________________
Tory Frink
Clerk to the Board
TO: Alamance County Board of Commissioners
FROM: Susan Evans
DEPT: Finance & Purchasing

MEETING DATE: 07/20/20
DATE SUBMITTED: 06/16/20

ISSUE/ACTION REQUESTED:
The Board will review and enter into a Memorandum of Understanding with the Alamance County Transportation Authority (ACTA) to advance funds not to exceed $320,919 for the 5307, 5310 and 5311 Trips. Upon approval of this agreement County Budget Department will be authorized to process the budget amendment.

BACKGROUND/PURPOSE OF REQUEST:
This agreement will assist ACTA with temporary funding to be reimbursed to the County once grant funds are received from the NC Department of Transportation. Advances may not exceed $320,919, which is 39.38% of the stated amount of Federal Grants 5307, 5310 and 5311 for fiscal year ending June 30, 2021.

ACTA is not requesting funds from the County at this time.

FISCAL IMPACT:
07/15/19 TRANSPORTATION SERVICE GRANTS $320,919.00
1103588-336001/1105880-460010

COUNTY MANAGER’S RECOMMENDATION:

ATTACHMENTS:
Microsoft Word - FY 20-21 Agreement ACTA and Alamance County (PDF)
Agreement to Provide Funding Advances for 5307, 5310 and 5311 Trips

This Agreement is entered into this 20th day of July 2020, by and between Alamance County, a political subdivision of the State of North Carolina and the Alamance County Transportation Authority, a Public Transportation Authority created under Chapter 160A Article 25 of the North Carolina General Statutes (ACTA).

Section 1. Purpose of Agreement. The purpose of this Agreement ("Agreement") is to authorize periodic funding advances from Alamance County to Alamance County Transportation Authority (ACTA) that will enable ACTA to provide 5307, 5310 and 5311 trip services in Alamance County. Advances may not exceed $320,919, which is 39.38% of the stated amount of Federal Grants 5307, 5310 and 5311 for fiscal year ending June 30, 2021. Advances to ACTA by ALAMANCE COUNTY will be cleared by ACTA within 90 days following fiscal year end based on reimbursement by NC Department of Transportation (designated recipient for these Federal grants) to ACTA pursuant to grant award.

Section 2. Effective Date of Agreement. This Agreement shall become effective on July 20, 2020.

Section 3. Advance Procedures. ACTA Executive Director, with approval of ACTA Board of Trustees, will provide a written advance request to the County Manager (and copy to County Finance Officer) at least ten (10) business days prior to funding needs. The amount requested cannot exceed the total of $320,919 less prior advances under this agreement.

Section 4. Monitoring and Repayment of Advances. ACTA will follow-up and file reimbursement claim(s) with the NC Department of Transportation at the earliest date possible relating to Federal Grants 5307, 5310 and 5311 trip services. The County Finance Officer will maintain appropriate accounting records to record the advance. The County Finance Officer will notify ACTA at the end of June 2020 of outstanding advances. ACTA agrees to clear all outstanding advances with the County on or prior to September 30, 2021.
Alamance County

By: ________________________________  __________
   Alamance County Manager                   Date

ATTEST:

_______________________________
Clerk to the Board

Alamance County Transportation Authority

By: ________________________________  __________
   ACTA Executive Director                   Date

ATTEST:

_______________________________
ACTA Board of Trustees Secretary/Treasurer
The Planning Department is requesting that a public hearing be set for Monday, August 3, 2020 at 9:00am for the Historic Landmark Designation of Cora Mill, Cora Manufacturing Company; Thomas M. Holt Mill, Thomas M. Holt Manufacturing Company; and Tabardrey Manufacturing Company.

The County Historic Properties Commission heard the request for Historic Landmark designation at their July 14th Commission meeting and recommended approval of the Cora Mill, Cora Manufacturing Company; Thomas M. Holt Mill, Thomas M. Holt Manufacturing Company; and Tabardrey Manufacturing Company at 115, 121, and 201 Stone Street, Haw River. Alamance County has an agreement to handle these requests for the Town of Haw River.

FISCAL IMPACT:

COUNTY MANAGER’S RECOMMENDATION:

ATTACHMENTS:

ACTION OF THE BOARD OF COMMISSIONERS
TO: Alamance County Board of Commissioners  
FROM: Stacie Saunders  
DEPT: Health Department  
MEETING DATE: 07/20/20  
DATE SUBMITTED:  

ISSUE/ACTION REQUESTED:
Health Director Stacie Saunders will provide an update on COVID-19.

BACKGROUND/PURPOSE OF REQUEST:

FISCAL IMPACT:

COUNTY MANAGER’S RECOMMENDATION:

ATTACHMENTS:

ACTION OF THE BOARD OF COMMISSIONERS
TO: Alamance County Board of Commissioners  MEETING DATE: 07/20/20
FROM: Bryan Hagood  DATE SUBMITTED: 07/8/20
DEPT: County Manager

ISSUE/ACTION REQUESTED:

The Board will review the Coronavirus Relief Funds Action Plan in order to vote on the following actions:

(1) to amend the budget to include additional funds and

(2) to authorize a small business loan program.

Alamance County has received additional funding from the CARES Act to assist in preventing, preparing for, and responding to the coronavirus. An additional grant amount of $3,289,822 does not require a local match.

BACKGROUND/PURPOSE OF REQUEST:

The North Carolina Legislature has created a Coronavirus Relief Fund (CRF) using federal funds from the CARES Act. The NC Pandemic Recovery Office (NCPRO) will oversee the funding and advise Counties on requirements. In addition to an initial CRF allocation of $3,007,967, Alamance County has now been allocated $3,289,822 for a total allocation of $6,297,789 to be used in responding to COVID-19.

Per North Carolina House Bill 1023, Alamance County must distribute 25% of the CRF allocation (or $1,574,447) for municipality use. Before Sep. 1, 2020, Municipalities must submit an Action Plan to Alamance County and NCPRO to report how they intend to use their CRF allocation. After Sep. 1, 2020, Alamance County will submit an updated Action Plan to NCPRO to inform them of how the entire $6,297,789 CRF allocation will be expended.

The Board will consider using the CRF funds in the following manner.

- $3,144,564  Public Health & Safety Salaries
- $840,000  Hazard Pay
- $638,778  Compliance-public health measures
- $100,000  PPE - Election Process
- $1,574,447  Economic Support-Municipalities

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The Board will also consider using $200,000 of general revenues instead of CRF funds to implement a Small Business Loan Program. The funds could be distributed to small businesses via a revolving loan program currently being developed in partnership with the Alamance Community Foundation. The use of general funds rather than Coronavirus Relief Funds small business loans could reduce reporting requirements for the small businesses, audit requirements for Alamance County and reduce costs to administer the program.

While the final terms of the loan program are still being determined, the loans are expected to include the following types of parameters:

- Eligible businesses must be located in Alamance County
- Loan amounts could range from $5,000 - $25,000
- Competitive interest rate (4% is being considered)
- Repayment of the loan may be deferred for six months
- Aid in the application process may be provided to businesses
- Minimal documentation required from the businesses (unless CRF funds are loaned)

Once the final loan parameters have been set, information about these loans will be available via website and flyers by Alamance County, the Alamance Community Foundation and other community agencies.

For more information please contact Alamance County Manager Bryan Hagood at 336-570-4044.

FISCAL IMPACT:

COUNTY MANAGER’S RECOMMENDATION:

ATTACHMENTS:

Grant Fund-CRF.xlsx (PDF)

ACTION OF THE BOARD OF COMMISSIONERS
## Alamance County, North Carolina

### Budget Adjustment

**Type:** AMENDMENT  
**Date:** Jul 20, 2020

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<th>Decrease</th>
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<td>462012</td>
<td>CRF-COMPLIANCE</td>
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<tr>
<td>1104901</td>
<td>469031</td>
<td>SMALL BUSINESS LOAN PROGRAM</td>
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</tr>
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</table>

**Reason for adjustment:**

Increased allocation of funds from additional CARES Act funding to assist in preventing, preparing for, and responding to the coronavirus and budget funds for a small business loan program.

---

**Budget Director**  
**Date:** Jul 20, 2020

**County Manager**  
**Date:** Jul 20, 2020

**County Commissioner’s Approval**  
**Date:** Jul 20, 2020

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**Attachment:** Grant Fund-CRF.xlsx (2933: Coronavirus Relief Funds Updated Action Plan)
TO: Alamance County Board of Commissioners
FROM: Bryan Hagood
DEPT: County Manager

MEETING DATE: 07/20/20
DATE SUBMITTED: 07/8/20

ISSUE/ACTION REQUESTED:
The Board of Commissioners will review and consider a three year contract renewal between Alamance County and RHA Health Services for mental health crisis care services.

BACKGROUND/PURPOSE OF REQUEST:
The Alamance County Board of Commissioners will review and consider a three year contract for the period July 1, 2020 - June 30, 2023 between Alamance County and RHA Health Services for the provision of mental health crisis services. Because the current contract with RHA expires June 30, 2020, proposals for these services were reviewed and RHA has been recommended as service provider by the Justice Advisory Committee. The proposed cost of the crisis services will not exceed $1,085,000 annually. Funds for the crisis services will be taken from Alamance County mental health maintenance-of-effort funding that is required to be used for mental health services.

Please contact Alamance County Manager Bryan Hagood at 336-570-4044 for additional information.

FISCAL IMPACT:
COUNTY MANAGER’S RECOMMENDATION:

ATTACHMENTS:
RHA Health Services 7-1-2020 to 6-30-2023 (PDF)

ACTION OF THE BOARD OF COMMISSIONERS
This contract is hereby entered into by and between the Alamance County (the "County") RHA Health Services, Inc. ("Contractor (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 58-1863838.

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
   (5) Conflict of Interest (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
   (8) Federal Certification Regarding Lobbying (Attachment G)
   (9) Federal Certification Regarding Debarment (Attachment H)
   (10) HIPAA Business Associate Addendum (checklist and forms)(Attachment I)
   (11) Certification of Transportation (Attachment J)
   (13) State Certification (Attachment M)
   (14) Limited English Proficiency Information (Attachment N)
   (15) Iran Divestment Act Certification (Attachment O)
   (16) Certification Regarding Nondiscrimination, Clean Air Act, Clean Water Act (Attachment P)

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

2. **Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, Attachment A shall prevail.

3. **Effective Period:** This contract shall be effective on July 1, 2020 and shall terminate on June 30, 2023.

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

5. **County’s Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed $1,085,000.00. This amount consists of, $1,085,000.00 annually in County funds.

   (X) There are no matching requirements from the Contractor.

6. **Reversion of Funds:**
   Any unexpended grant funds shall revert to the County upon termination of this contract.

7. **Reporting Requirements:**
   Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.
8. Payment Provisions:
Payment shall be made in accordance with the Contract Documents as described in the
Scope of Work,
Attachment B.

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

For the County:

<table>
<thead>
<tr>
<th>IF DELIVERED BY US POSTAL SERVICE</th>
<th>IF DELIVERED BY ANY OTHER MEANS</th>
</tr>
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<tbody>
<tr>
<td>Name &amp; Title</td>
<td>Name &amp; Title</td>
</tr>
<tr>
<td>County</td>
<td>County</td>
</tr>
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<td>Mailing Address</td>
<td>Street Address</td>
</tr>
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<td>City, State, Zip</td>
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<td></td>
<td><a href="mailto:bryan.hagood@alamance-nc.com">bryan.hagood@alamance-nc.com</a></td>
</tr>
</tbody>
</table>

For the Contractor:

<table>
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<th>IF DELIVERED BY US POSTAL SERVICE</th>
<th>IF DELIVERED BY ANY OTHER MEANS</th>
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<tr>
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<td>Street Address</td>
</tr>
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<td>Email:</td>
<td>Email:</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:nsulaiman@rhanet.org">nsulaiman@rhanet.org</a></td>
</tr>
</tbody>
</table>

10. Supplementation of Expenditure of Public Funds:
The Contractor assures that funds received pursuant to this contract shall be used only to
supplement, not to supplant, the total amount of federal, state and local public funds that the
Contractor otherwise expends for contract services and related programs. Funds received
under this contract shall be used to provide additional public funding for such services, the
funds shall not be used to reduce the Contractor's total expenditure of other public funds for
such services.
11. Disbursements:
As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

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

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

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

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

________________________________________________________________________
Signature                                             Date
________________________________________________________________________
Printed Name                                          Title
COUNTY

________________________________________________________________________
Signature (must be legally authorized to sign contracts for County)                                             Date
________________________________________________________________________
Printed Name                                          Title

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

________________________________________________________________________
Signature of County Finance Officer                                             Date
**Attachment A**

**General Terms and Conditions**

**Relationships of the Parties**

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

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

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

(a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or

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

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

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

**Indemnity and Insurance**

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

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

(a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. The Insurance shall provide a waiver of subrogation by endorsement or otherwise. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

(b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
(c) **Umbrella Insurance** - The Contractor shall provide and maintain Umbrella Coverage with a limit of $5,000,000.00 naming Alamance County as an additional named insured.

(d) **Automobile Liability Insurance**: The Contractor shall provide automobile liability insurance with a combined single limit of $500,000.00 for bodily injury and property damage; a limit of $500,000.00 for uninsured/under insured motorist coverage; and a limit of $2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
   (a) Owned by the Contractor and used in the performance of this contract;
   (b) Hired by the Contractor and used in the performance of this contract; and
   (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner’s liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle — owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

(d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.

(e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.

(f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.

(g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.

(h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.

(i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.

(j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.

(k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.

(l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

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

**Default and Termination**

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

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

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

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

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

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

**Intellectual Property Rights**

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

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

**Compliance with Applicable Laws**

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

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

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

(a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

(b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

(c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

**Trafficking Victims Protection Act of 2000:**

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

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

**Confidentiality**

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

**Oversight**

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

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

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

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

E-Verify

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

Federal Tax Id. 58-1863838
Contract # 4120-252

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: RHA Health Services, Inc.
2. If different from Contract Administrator Information in General Contract:

Address 17 Church Street, Asheville NC 28801

Telephone Number: (828)232-6844  Fax Number: (828)232-6845  Email: jduncan@rhanet.org
3. Name of Program(s): RHA Health Services, Inc.
4. Status:  [ ] Public  [x] Private, Not for Profit  [ ] Private, For Profit
5. Contractor’s Financial Reporting Year 2020 – 2021 through FY 2022 - 2023

B. Explanation of Services to be provided and to whom

- Crisis walk in services, inclusive of emergency drop off support, with current operating hours (12 hours per day/5 days per week), with option for flexibility of scheduling to better meet community needs.
- Jail Diversion services through a 20-hour minimum Jail Liaison position-days/hours identified.
- An average of 5 hours/week of Psychiatric Medication and Suicide Risk Assessment Evaluation for incarcerated persons within Alamance County Detention Center. The proposed work schedule for these hours will be reported to the Stepping Up coordinators, to ensure communication to Detention Center staff—with prior notification of modified schedule.
- To support the development of a 24 hour 7 day a week provision of continuous mental health and substance use crisis services with local partners, including Alamance Regional Medical Center, Residential Treatment Services of Alamance, and others, RHA Health Services shall
  o Establish and/or strengthen data-sharing relationship with Alamance Regional Medical Center
  o Collect and analyze ED utilization data from Alamance Regional Medical Center to determine the need for 24 hour crisis services.
    - This data should include, but is not limited to,
      - Times and days of Psych visits
      - Mode of transportation/arrival, including whether the patient arrived under an IVC
      - Agency to whom referral was made, including all Facility Based Crises and Hospitals
    - This data should be compiled with RHA Health Service’s Crisis Center data and reported to the Justice Advisory Council, on a monthly basis. This data should also be sent to the designated recipient at the Alamance County Health Department to compile for Stepping Up’s quarterly reports.
  o RHA Health Services will analyze utilization of the Crisis Center and implement specific interventions for identified gaps in services or partner utilization.
  o RHA Health Services will continue to host community partners and conduct outreach efforts to build awareness and ensure community partner knowledge of the services offered through the Crisis Center.
  o RHA Health Services will continue implementing and analyzing outcomes of its Marketing and Outreach Plan, including the updated website. Progress should be reported to the County's Special Project manager.
  o RHA Health Services will continue to participate in discussions related to the expansion and improvement of the crisis services continuum in Alamance County.
- Submit track performance indicators to be included in the following standardized
reports to Alamance County Special Projects Manager
• Operational Documents
• Census and utilization of Crisis services, tied to ED utilization data report from Alamance Regional Medical Center – Monthly
• Report of expenditures/budget and revenue – Monthly
• Jail Liaison intervention outcomes – Monthly
• BHUC state report – Quarterly
• Progress Report related to the Marketing and Outreach plan, including engagements of partners and community
• Annual Budget of county dollars
• Changes to staffing schedules, when appropriate

The County Manager must be given at least 30 days written notice of any addendums or proposed changes to the scope of services included in this contract and/or the deliverables. The notice would necessitate a contract review and renegotiation resulting in an amended Contract, which must be agreed upon by both the County and the Contractor.

A. Reimbursement will be on a monthly basis not to exceed a rate of 1/6 of the total contract amount.

B. Services will be provided on site at the Crisis Center located at 2732 Anne Elizabeth Dr., Burlington NC 27215—unless otherwise negotiated with the county.

C. Contractor will submit quarterly reports to the county contact listed by the 5th day of the first month following the prior quarter providing pertinent activity updates and supporting data for the agreed upon deliverables.

(Signature of County Authorized Person)  (Signature of Contractor)

(Date Submitted)  (Date Submitted)
ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
AND CERTIFICATION REGARDING NONDISCRIMINATION

Alamance County

I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:
   (1) The dangers of drug abuse in the workplace;
   (2) The Contractor's policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
   (1) Abide by the terms of the statement; and
   (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
   (1) Taking appropriate personnel action against such an employee, up to and including termination; or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).
II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

2732 Anne Elizabeth Dr.,
Burlington NC 27215

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

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

Certification Regarding Nondiscrimination

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

______________________________________  ______________________________________
Signature                          Title

______________________________________  ______________________________________
Agency/Organization                Date

(Certification signature should be same as Contract signature.)
ATTACHMENT D

Conflict of Interest Policy

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

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

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

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:
   1. The Board member or other governing person, officer, employee, or agent;
   2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
   3. An organization in which any of the above is an officer, director, or employee;
   4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

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

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

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

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

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

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

Approved by:

_____________________________________
Name of Organization

_____________________________________
Signature of Organization Official

_____________________________________
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Alamance

I, _________________________________, Notary Public for said County and State, certify that _________________________________ personally appeared before me this day and acknowledged that he/she is ____________________________________ of ___________________________________________ [enter name of entity]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the _____________ day of _________________, _________.

Sworn to and subscribed before me this __________ day of ____________________, _______.

________________________________________________
(Official Seal)
Notary Public

My Commission expires ____________________________ __, 20____.
POLICY: CONFLICT OF INTERESTS

7.1 Many ethical problems are ultimately conflicts of interests.

- A conflict of interests exists any time your loyalty to RHA HEALTH SERVICES, LLC. ("RHA") is, or appears to be divided an outside interest.

- No RHA employee may engage in any personal, business or professional activity, nor hold any direct or indirect financial interest, which conflicts with the duties and responsibilities of their RHA position.

1. There are many types of conflict of interests and no set of guidelines can anticipate them all. A good rule of thumb is that a potential conflict of interests exists any time an observer of your actions might question whether they are motivated solely by your responsibilities to RHA.

2. In the area of conflict of interests, appearances do count. For example, if you are a close friend of a vendor who appears to get favorable treatment or pricing, the appearance of bias may cause other vendors to lose confidence in RHA.

A. A basic guideline for dealing with conflicts of interests is simply:

- If you have any doubt about whether a conflict of interests exists, treat the situation as if a conflict definitely exists until you have properly disclosed and resolved the potential conflict.

1. Ask yourself these three questions to help you decide about a Conflict of Interest:

   a. In any of the work activities I do, is there a personal benefit or gain (money or otherwise) to me or anyone in my family?

   b. In any of the work activities I do, is there an appearance of personal benefit or gain (money or otherwise) to me or anyone in my family?

   c. Are there elements in my job duties and/or in the decisions I make for The Company, where my actions could benefit me, more than they benefit the company?
2. If you feel that the potential for a conflict of interest exists, discuss the situation with your supervisor. If you are uncomfortable discussing the situation with your supervisor or want to seek further assistance, call the Office of Ethics and Compliance or the Ethics Helpline.

3. In most cases, a conflict of interests can be resolved if the conflict is disclosed before actions are taken in which your judgment may appear to be compromised.

4. Disclose any actual or potential conflict of interests before taking any action which may appear to be influenced by the conflict.

5. Failure to disclose an actual or potential conflict of interest increases the likelihood of improper judgment and may create a situation that cannot be properly resolved. No matter how uncomfortable, always promptly disclose any actual or potential conflict of interests.

B. Although no list of actual and potential conflict of interests can be complete, the following examples highlight areas in which conflicts may arise:

**Vendors**

- You are expected to maintain impartial relationships with RHA's suppliers and potential vendors. RHA expects you to be motivated to acquire goods and services on terms most favorable to RHA. Award business solely on merit, getting the best value for RHA, and, where practical, on a competitive basis.

- Do not exert, or appear to exert, special influence on behalf of a vendor or potential vendor because of friendship or any other relationship.

**Financial Interests**

- You and your family members must avoid investing in or having a financial interest in vendors, suppliers, contractors and competitors of RHA. If you acquire such an interest through gift, inheritance or otherwise, promptly disclose this interest to RHA's Ethics and Compliance Department.

- However, you may own less than one percent of the securities of a publicly owned corporation that does business with RHA. If you own more than one
percent, you must promptly disclose this interest to RHA’s Ethics and Compliance Department.

- You may not do business with - or recommend that RHA do business with - a company in which a family member or fellow employee has a financial interest or business relationship.

**Competition**

- You may not discourage a potential or actual customer from doing business with RHA or otherwise assist a competitor. **Steering business away from RHA is considered a serious act of disloyalty.** Any act which steers business away from RHA for your personal gain is improper - even if you think RHA would not otherwise get the business.

**Outside Organizations and Boards**

- A conflict of interests may arise when you are associated with an outside organization as a board member. Never agree to serve on an outside board without specific prior approval from RHA. Additional restrictions apply to officers of RHA.

- If you serve on a school or hospital board, the board of a charity, in local government, or as an instructor at a school or university, you may be vulnerable to a conflict of interests. For example, the organization may be seeking special rates from RHA. RHA does not wish to discourage public service, but positions in such organizations should be disclosed to RHA and, in some cases, prior approval must be obtained before accepting such positions.

- When speaking out on public issues or as a member of an outside organization, never give or permit the appearance that you are speaking on behalf of RHA unless you have been specifically authorized by RHA to do so.

- When serving as a member of an outside organization or in public office, abstain from any decision or discussion that could affect RHA - and make it clear why you are abstaining.
Endorsements and Testimonials

- Suppliers, vendors, trade and professional organizations and others may seek an endorsement or testimonial from a RHA employee. Whether or not payment or any consideration is offered in return for the endorsement or testimonial, no RHA employee may agree to an endorsement or testimonial without specific prior approval. Any request for an endorsement or testimonial must be discussed with The Compliance Officer.

Outside Employment

- While you are permitted to be employed outside of RHA, outside employment - with or without compensation - must not create an actual or potential conflict of interest with your employment at RHA.

- With the exception of certain State/County Agencies, you may not be employed by, or perform services for, a competitor, customer or supplier to RHA while employed by RHA. Employment includes personal work effort, direction or training of other employees, and consultative advice.

- If your spouse works for a direct competitor of RHA, and is in a position to influence decisions affecting RHA, you must disclose your spouse’s position to RHA.

- You may not provide a product or service which RHA has, or is planning to have, available on the market. For example, you may not provide any such product through a home-based business.

- You may not engage in any outside employment which interferes with or is not compatible with your RHA employment.

- No independent consulting is permitted. Employees contacted to do consulting work, conduct seminars/workshops, participate as a speaker at national, state or local meetings must direct the inquiry to RHA Consulting and Management Services, Inc. The Company will decide with the employee the merits of the opportunity and decide the appropriate response.

Self-Dealing

- Actions disloyal to RHA for personal gain are called "self-dealing." Self-dealing is prohibited. Examples are stealing company property or disclosing proprietary information so that you, a friend, an associate, or a family member may obtain a profit or other advantage.
These examples of actual and potential conflicts of interest do not exhaust the types of conflicts we may face. Always be guided by a presumption in favor of disclosing any potential conflict - any interest that may be viewed as a conflict whether or not you consider it to be a conflict - as soon as you are aware of it and seeking resolution of conflicts before taking a potentially damaging action.
CONFLICT OF INTERESTS DISCLOSURE FORM
Annual Disclosure and Updates

This form is to be used by board members, notified key officers and managers of
RHA HEALTH SERVICES, LLC. ("RHA") and its affiliates, for the purpose of
annual disclosure of conflicts and potential conflicts of interest. This same form is
also to be used to disclose conflicts and potential conflicts of interest that occur
between filings of annual disclosures.

I hereby certify that I have the following interests which may pose or be viewed as posing
a conflict of interest with my service on behalf of RHA or its affiliates. I am cognizant of
the fact that not only my own interests, but the interests of my family, close personal
associates, and close business associates must be disclosed. It is understood that these
conflicts may in no way impair my service on behalf of RHA or an affiliate, and that the
purpose of disclosure is to ensure that this is the case.

I certify that I have reviewed RNA's Conflict of Interest policy before making these
disclosures.

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<th>Specific Interest or Role</th>
<th>Nature of Potential Conflict</th>
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I understand that completing this form does not exhaust my responsibility for disclosing
actual or potential conflicts of interest, and certify that I will disclose any additional
conflicts as soon as they arise or come to my attention.
I hereby certify that the above information is true, correct, and complete to the best of my
knowledge.

(Date)                                      (Signature)
__________________________________________  ____________________________
(Print Name)

Please return to the Ethics and Compliance Officer. Attach additional pages as needed and sign each page.

RHA Health Services, LLC.
Ethics and Compliance Manual
Latest Revision: November 2015
Attachment E

RHA Health Services, Inc.
17 Church Street Asheville, NC 28801

Date of Certification (07-01-2020)

To: Alamance County
Certification:

We certify that the RHA Health Services, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 1430-10-1b.

Sworn Statement:

I, Preston Hammock being duly sworn, say that I am the President of RHA Health Services, Inc. of Asheville, in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

________________________________________
Contractor Signature

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

________________________________________
(Notary Signature and Seal)

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

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Alamance County

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

____________________________________________  _______________________
Signature                                           Title

____________________________________________  _______________________
Agency/Organization                                  Date

(Certification signature should be same as Contract signature.)
Attachment G

Alamance County

Certification Regarding Lobbying

Certification for Contracts Grants Loans and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

Paragraph A.

(1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;

(2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;

(3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
(4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or

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

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

(1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.

(2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.

(3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

(1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).

(2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.

(3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.

(4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee’s compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.

(5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.
Paragraph D.

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

________________________________________
Signature

________________________________________
Title

________________________________________
Agency/Organization

________________________________________
Date

(Certification signature should be same as Contract signature.)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

____________________________________________  _______________________
Signature                                       Title

____________________________________________  _______________________
Agency/Organization                              Date

(Certification signature should be same as Contract signature.)
ATTACHMENT I

ALAMANCE COUNTY
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July 2020, by and between Alamance County County/agency, Office or Institution) ("Covered Entity") and RHA Health Services, Inc. ("Business Associate") (collectively the "Parties").

1. BACKGROUND
   a. Covered Entity and Business Associate are parties to a contract entitled (identify contract) Alamance County MOE Mental Health Funding (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
   b. Covered Entity is an organizational unit of the Alamance County that has been designated in whole or in part by the County as a health care component for purposes of the HIPAA Privacy and Security Rules.
   c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy and Security Rules.
   d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy and Security Rules provision that a covered entity may disclose electronic protected health information or other protected health information to a business associate, and may allow a business associate to create or receive electronic protected health information or other protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS
   Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:
   a. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
   c. "Individual" shall have the same meaning as the term "individual" in 45 CFR160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
   d. "Privacy and Security Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information set out in 45 CFR part 160 and part 164, subparts A and E.
   e. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
   f. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
   g. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
   h. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR 164.304.
i. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy and Security Rules.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

a. Business Associate agrees to not use or disclose electronic protected health information or other protected health information other than as permitted or required by this Agreement or as required by law.

b. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information and other protected health information that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Privacy and Security Rules.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of electronic protected health information or other protected health information by Business Associate in violation of the requirements of this Agreement.

d. Business Associate agrees to report to Covered Entity (i) any use or disclosure of electronic protected health information or other protected health information not provided for by this Agreement of which it becomes aware and (ii) any security incident of which it becomes aware.

e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides electronic protected health information and/or other protected health information received from, or created or received by Business Associate on behalf of Covered Entity (i) agrees to be bound by the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, and (ii) agrees to implement reasonable and appropriate safeguards to protect such information.

f. Business Associate agrees to provide access, at the request of Covered Entity, to electronic protected health information and other protected health information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR 164.524.

g. Business Associate agrees, at the request of Covered Entity, to make any amendment(s) to electronic protected health information and other protected health information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526.

h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures concerning electronic protected health information and other protected health information, relating to the use and disclosure of electronic protected health information and other protected health information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.

i. Business Associate agrees to document such disclosures of electronic protected health information and other protected health information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of electronic protected health information and other protected health information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an individual to permit such a response.
4. PERMITTED USES AND DISCLOSURES

a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose electronic protected health information and other protected health information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:

1) would not violate the Privacy and Security Rules if done by Covered Entity; or
2) Would not violate the minimum necessary policies and procedures of the Covered Entity.

b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use electronic protected health information and other protected health information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose electronic protected health information and other protected health information for the proper management and administration of the Business Associate, provided that:

1) disclosures are required by law; or
2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use electronic protected health information and other protected health information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose electronic protected health information or other protected health information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

a. Term. This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy and Security Rules.
c. Effect of Termination.

1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all electronic protected health information and other protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to electronic protected health information and other protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the electronic protected health information or other protected health information.

2) In the event that Business Associate determines that returning or destroying the electronic protected health information or other protected health information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such electronic protected health information and other protected health information and limit further uses and disclosures of such electronic protected health information and other protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such electronic protected health information and other protected health information.

6. GENERAL TERMS AND CONDITIONS

a. This Agreement amends and is part of the Contract.

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

c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy and Security Rules shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy and Security Rules.

d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

SIGNATURES:

____________________________________________  _______________________
Business Associate/Contractor                     County Signature

____________________________________________  _______________________
Date                                             Date
ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Alamance County

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Alamance County Department of Social Services;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (Medicaid only)

6. Insuring that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (Medicaid only)

7. Contractor will maintain records documenting the following (County may require contractor to provide):
   a. Valid current copies of Driver's License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (signature on this form confirms this statement).

______________________________________________
Signature

______________________________________________
Title

______________________________________________
Agency/Organization

______________________________________________
Date

(Certification signature should be same as Contract signature.)
ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private nonprofit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c) (3) designation?

Answer: When the agency becomes a state private nonprofit corporation, it can then apply for 501(c) (3) designation through the IRS. Once the IRS grants 501(c) (3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c) (3) private nonprofits.

Who can obtain a 501(c) (3) designation?

Answer: Any organization or group can apply for 501(c) (3) status, provided their charter or mission focuses on the nonprofit's objective.

Another option is to apply for a 509(a) (1) status which falls under the 501(c) (3) umbrella. Being a 509(a) (1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a) (1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and nonprofit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

Status? EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private nonprofit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private nonprofit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.
Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: http://www.ncqa.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_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

- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at: http://www.ncqa.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf

- 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. 147-33.95(g) (S.L. 2013-418, s. 2. (e)) can be found online at: http://www.ncqa.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf

Certifications

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

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:

Counts Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

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

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

☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c) (2) after December 31, 2001; or

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

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

(4) The undersigned hereby certifies further that:

a. He or she is a duly authorized representative of the Contractor named below;

b. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

c. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

____________________________________________________
Contractor's Name

____________________________________________________
Signature of Contractor's Authorized Agent Date

____________________________________________________
Printed Name of Contractor's Authorized Agent Title
Attachment N

Civil Rights and Limited English Proficiency
Information for Contract Providers

As a contract provider for Alamance County, you are required to abide by the same rules, regulations and laws as the Alamance County in provision of services to clients. Compliance means that no individual will, on the basis of race, color, national origin, sex, age, religion, political beliefs or disability be denied; be provided different benefits or provided benefits in a different manner from others; be subjected to segregation or separate treatment in any manner related to receipt of assistance or services; be restricted in the enjoyment of any advantage or privilege enjoyed by others receiving the same assistance or services; be treated differently from others in determining any eligibility or other requirements or conditions which individuals must meet in order to receive assistance; or be denied an opportunity to participate in a program through the provision of services.

This document is meant to be a brief outline to help you understand these requirements. It is not comprehensive.

What laws are being referred to?

United States Constitution
North Carolina Constitution
Title VI of the Civil Rights Act of 1964
Rehabilitation Act of 1973
Age Discrimination Act of 1975
Title IX of the Education Amendments of 1972
Americans with Disabilities Act

What is national origin discrimination?

National origin discrimination is denying a person a benefit or equal treatment because the person has the physical, cultural or linguistic characteristics of a national origin group. The prohibition on national origin discrimination prohibits discrimination because of:
1. Marriage or association with people of a national origin;
2. Membership in or association with an organization identified with or seeking to promote the interest of a national origin group;
3. Attendance at or participation in schools, churches, temples or mosques;
4. Person's name or spouse's name associated with a certain group.

What is the legal definition of disability?

1. A physical or mental impairment that substantially limits one or more of the major life activities;
2. A record of such impairment; or
3. Being regarded as having such impairment.

Specific Examples of Prohibited Forms of Discrimination (these are illustrative but not exclusive):

1. Denying a qualified person the opportunity to participate in or benefit from a program or activity because of race, color, national origin, gender, age, religion, political beliefs or disability.
2. Charging a person or giving a person less benefit because of race, color, national origin, gender, age, religion, political beliefs or disability.
3. Stereotyping or evaluating needs or skills because of race, color, national origin, gender, age, religion, political beliefs or disability.
4. Referring people to different programs because of race, color, national origin, gender, age, religion, political beliefs or disability.

*What is Limited English Proficiency?*

Title IV of the Civil Rights Act of 1964 and other laws require that the Alamance County Department of Social Services provide meaningful access to services and benefits to non-English speaking persons. The purpose is to prevent non-English speaking persons from being denied services or hindered in their ability to receive services because of language barriers.

Attachment B to this contract is the Alamance County Policy in regards to this requirement. As a contractor for the Alamance County Department of Social Services, you will be required to review and comply with Title IV of the Civil Rights Act of 1964.

A limited-English-proficiency individual is any prospective, potential or actual recipient of benefits or services who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social services agencies.
Attachment O

IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143C-6A-4. The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

_______________________________________________________
Signature

____________________________
Date

Printed Name

____________________________
Title

Notes to persons signing this form:
N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:
• When a bid is submitted
• When a contract is entered into (if the certification was not already made when the vendor made its bid)
• When a contract is renewed or assigned
N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.
ATTACHMENT P

Alamance County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

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

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

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.
Ensuring Equal Opportunity Access for Persons with Disabilities: The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

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

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation’s water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

_________________________________  ______________________________________
Signature                                           Title

_________________________________  ______________________________________
Agency/Organization                                   Date

(Certification signature should be same as Contract signature.)
Certificate of Finance Officer

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

This the _____ day of ____________________, 2020

__________________________________________
Finance Officer

Approval of County Attorney

This is to certify that I have examined the attached contract documents; that after such examination, I am of the opinion that such documents conform to the laws of the State of North Carolina; that the execution of the contract is in due and proper form; and that the foregoing agreements constitute valid and binding obligations of such parties.

This the _____ day of ____________________, 2020

__________________________________________
County Attorney
TO: Alamance County Board of Commissioners

FROM: Stacie Saunders

DEPT: Health Department

MEETING DATE: 07/20/20
DATE SUBMITTED: 07/14/20

ISSUE/ACTION REQUESTED:

The Health Department has received notification of continued funding from the Division of Public Health, Public Health Preparedness & Response Branch to carry out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities related to COVID-19 (AA619). The Board of Health reviewed and approved this budget amendment at its July 9, 2020 meeting.

BACKGROUND/PURPOSE OF REQUEST:

FISCAL IMPACT:

07/20/20 HEALTH DEPARTMENT $104,762.00
1103511-333109 | 1105110-463076

COUNTY MANAGER’S RECOMMENDATION:

ATTACHMENTS:

Budget Amendment - Health - COVID-19 AA619 (PDF)
4 Health (PDF)

ACTION OF THE BOARD OF COMMISSIONERS
MEMORANDUM

TO: Susan Evans, Finance Officer  
FROM: Stacie Saunders, Health Director  
SUBJECT: Budget Amendment – Health  
DATE: July 6, 2020

The Health Department has received notification of continued funding from the Division of Public Health, Public Health Preparedness & Response Branch to carry out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities related to COVID-19 (AA619). The Board of Health reviewed and approved this budget amendment at its July 9, 2020 meeting.

Please revise the Health Department’s 20-21FY Budget as follows:

<table>
<thead>
<tr>
<th>REVENUE:</th>
<th>EXPENSES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>COVID-19 CRISIS RESPONSE AA619</td>
<td>1103511-333109</td>
</tr>
<tr>
<td></td>
<td>COVID-19 CRISIS RESPONSE AA619</td>
</tr>
</tbody>
</table>
### Alamance County, North Carolina

**Budget Adjustment**

**Type:** AMENDMENT

<table>
<thead>
<tr>
<th>Org</th>
<th>Object</th>
<th>Object Description</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>1103511</td>
<td>333109</td>
<td>COVID-19 CRISIS RESPONSE AA619</td>
<td>104,762.00</td>
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<tr>
<td>1105110</td>
<td>463076</td>
<td>COVID-19 CRISIS RESPONSE AA619</td>
<td>104,762.00</td>
<td></td>
</tr>
</tbody>
</table>

**Reason for adjustment:**


---

**Budget Director**

Date: Jul 20, 2020

**County Manager**

Date: Jul 20, 2020

---

**County Commissioner's Approval**

Date: Jul 20, 2020

---

**PENDING 7-20-2020 BOARD APPROVAL**

---
TO: Alamance County Board of Commissioners
FROM: Susan Evans
DEPT: Finance & Purchasing

MEETING DATE: 07/20/20
DATE SUBMITTED: 07/7/20

ISSUE/ACTION REQUESTED:
Request approval of the Home and Community Care Block Grant (HCCBG) FY 2020-2021 Funding Plan for $1,027,527.00 in grant funds.

Due to the timing of grant award information, the HCCBG amount and county match amount were only estimated in the FY 20-21 Adopted Budget. Based on the final grant allotment, the overall impact to the General Fund will be an increase of $12,767.00 which consists of an increase of $12,832.00 in grant revenues and a $65.00 decrease in budgeted local support.

BACKGROUND/PURPOSE OF REQUEST:
Alamance County will receive $1,027,527.00 in HCCBG funding which are pass-through funds to agencies that provide services for older adults in our community. Based on this grant amount, the County match for this grant will be $221,759.00.

Once approved the adopted budget will be amended to reflect actual grant allocations of $1,249,286.00 as follows:

<table>
<thead>
<tr>
<th>Agency</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Friendship Adult Day Services, Inc</td>
<td>$108,207</td>
</tr>
<tr>
<td>Alamance County Transportation Authority</td>
<td>$183,719</td>
</tr>
<tr>
<td>HomeCare Providers</td>
<td>$158,775</td>
</tr>
<tr>
<td>Alamance County Meals on Wheels</td>
<td>$333,055</td>
</tr>
<tr>
<td>Alamance County Community Services</td>
<td>$231,031</td>
</tr>
<tr>
<td>Alamance Eldercare, Inc</td>
<td>$234,499</td>
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</tbody>
</table>

FISCAL IMPACT:
07/20/20 General Fund $12,767.00

COUNTY MANAGER’S RECOMMENDATION:

ATTACHMENTS:
ACTION OF THE BOARD OF COMMISSIONERS
<table>
<thead>
<tr>
<th>Provider</th>
<th>Services</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
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<tbody>
<tr>
<td>Alamance Co Transp Auth (ACTA)</td>
<td>Transp - Medical 033</td>
<td>120,185</td>
<td>13,354</td>
<td>133,539</td>
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<td>Transp - General 250</td>
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<td>50,180</td>
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<td>21,3154</td>
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<td>Alamance County CSA</td>
<td>Congregate 180</td>
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<td>17,496</td>
<td>174,956</td>
<td>16,125</td>
<td>191,081</td>
<td>16,826</td>
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<td>Alamance ElderCare</td>
<td>Care Management 610</td>
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<td>8,034</td>
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<td>Inf &amp; Options 040</td>
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<td>Alamance Co MOW</td>
<td>Meals on Wheels 020</td>
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<td>72,483</td>
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<td>96,644</td>
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<td>120,230</td>
<td>3,030</td>
<td>39,6800</td>
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<td>3,109</td>
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<td>1,402</td>
<td>14,024</td>
<td>14,024</td>
<td>662</td>
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<td>HomeCare Providers</td>
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<td>1,353</td>
<td>22,1656</td>
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<tr>
<td>HomeCare Providers</td>
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<td>132,402</td>
<td>5,849</td>
<td>22,6367</td>
<td>15</td>
<td>5,849</td>
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<td><strong>Total</strong></td>
<td></td>
<td>312,902</td>
<td>266,982</td>
<td>359,035</td>
<td>938,919</td>
<td>104,324</td>
<td>1,043,243</td>
<td>88,608</td>
<td>1,131,851</td>
<td>70,022</td>
</tr>
</tbody>
</table>

Signature, County Finance Officer: ____________________________ Date: ____________

Signature, Chairman, Board of Commissioners: ____________________________ Date: ____________

Attachment: Alamance County 731 2020-2021.pdf (2931 : Home and Community Care Block Grant)
## Alamance County, North Carolina

### Budget Adjustment

**Budget Adjustment**

**Number**: 1  
**Date**: Jul 20, 20

**Type**: AMENDMENT

### Org | Object | Object Description | Increase | Decrease
---|---|---|---|---
1103587 | 333058 | HCC BLOCK GRANT | 12,832.00 |  
1103587 | 389999 | HCCBG COUNTY MATCH |  | 65.00  
1105870 | 463002 | CONGREGATE NUTRITION & TRANSPORT |  | 818.00  
1105870 | 463003 | ALAMANCE COUNTY MEALS ON WHEELS | 13,650.00 |  
1105870 | 463007 | TRANSPORTATION - ACTA |  | 65.00

### Reason for adjustment:

Adjustments for Home and Community Care Block Grant per Piedmont Triad Regional Council budget.

---

**Budget Officer**

[Signature]  
**Date**: Jul 20, 20

**County Manager**

[Signature]  
**Date**: Jul 20, 20

Pending 7-20-2020 Board Approval.

**County Commissioner's Approval**

[Signature]  
**Date**: Jul 20, 20
Memo:

To: Bryan Hagood, County Manager
From: Andrea Rollins, Budget and Management Director
Date: June 30, 2020
Re: Fiscal Update

Attached are unaudited year-to-date fiscal reports for June 2020 for your review:

- Alamance County General Fund and Landfill (New: Sales Tax Report)
- Alamance-Burlington School System (State, Local, Federal, & other funds)
- Alamance Community College- (Local and capital)

Alamance County Report Highlights:

1. Revenues: Property tax collections are 99.7% of budget. Jul19-Apr20 (10 months) collections for sales tax are $866,260 (3.32%) higher than the same time period last year. Other revenues are 15% higher than last year.

2. Sales Tax Analysis Report also includes revenues collected in July from sales that were incurred in Apr 2020. There was a 2.22% increase in sales tax for 11 Months compared to the prior fiscal year.


4. General Fund expenditures are 91.5% of budget before audit accruals are recorded.

5. Revenues from Landfill operations exceed expenditures by $1,915,150.

Alamance-Burlington School System Report Highlights:

$ 46,270,122 Local revenues to-date (includes $42,463,142 from County)
($ 44,352,259) Local expenditures per report

$  1,917,863 Local Revenues in excess of expenditures (Local operating funds)

$  8,164,491 Capital Outlay Expenditures

Alamance Community College:

$3,730,587 County funding expended (including $266,275 for capital projects).
<table>
<thead>
<tr>
<th>Sales</th>
<th>Closeout</th>
<th>YTD</th>
<th>MTD</th>
<th>YTD</th>
<th>MTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jun</td>
<td>Jul</td>
<td>Aug</td>
<td>Sep</td>
<td>1,199,555.07</td>
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<td>Jul</td>
<td>Aug</td>
<td>Sep</td>
<td>Oct</td>
<td>1,234,336.63</td>
<td>492,438.13</td>
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<tr>
<td>Aug</td>
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<td>Oct</td>
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<td>499,937.00</td>
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<tr>
<td>Sep</td>
<td>Oct</td>
<td>Nov</td>
<td>Dec</td>
<td>1,889,579.92</td>
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<tr>
<td>Oct</td>
<td>Nov</td>
<td>Dec</td>
<td>Jan</td>
<td>1,460,637.92</td>
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<td>Nov</td>
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<td>1,360,364.34</td>
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<td>1,059,492.71</td>
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<td>Mar</td>
<td>Apr</td>
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<td>Jun</td>
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<tr>
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<td>May</td>
<td>Jun</td>
<td>1,270,472.50</td>
<td>491,120.21</td>
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</table>

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<th>Sales</th>
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<td>Aug</td>
</tr>
</tbody>
</table>

Communication: Alamance County Fiscal Update June 2020  (County Manager's Report)
$ 2,518,859.42  Month in which sales were made = April 2020

March 2020 vs March 2019 sales tax down  -3.85%
April 2020 vs April 2019 sales tax down  -6.94%
FY19-20 sales tax vs FY18-19 sales tax to date is up  2.22%
## Alamance Community College
### County Funds
#### Changes in Fund Balance (With Prior Year Expenditures)
##### For the Period Ended June 30, 2020

### Exhibit B

<table>
<thead>
<tr>
<th>Current Expense</th>
<th>Budget</th>
<th>Expended</th>
<th>Balance</th>
<th>%</th>
<th>Prior Year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Institutional Support</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive Management</td>
<td>97,619</td>
<td>108,370</td>
<td>(10,751)</td>
<td>111%</td>
<td>99,155</td>
</tr>
<tr>
<td>General Administration (includes longevity)</td>
<td>561,271</td>
<td>483,816</td>
<td>77,455</td>
<td>86%</td>
<td>468,849</td>
</tr>
<tr>
<td>Total Institutional Support</td>
<td>658,890</td>
<td>592,185</td>
<td>66,705</td>
<td>90%</td>
<td>568,003</td>
</tr>
<tr>
<td><strong>Plant Operation and Maintenance</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operations</td>
<td>2,436,915</td>
<td>2,562,999</td>
<td>(126,084)</td>
<td>105%</td>
<td>2,606,894</td>
</tr>
<tr>
<td>Maintenance</td>
<td>368,507</td>
<td>309,127</td>
<td>59,380</td>
<td>84%</td>
<td>355,171</td>
</tr>
<tr>
<td>Total Plant Operation and Maintenance</td>
<td>2,805,422</td>
<td>2,872,126</td>
<td>(66,704)</td>
<td>102%</td>
<td>2,962,064</td>
</tr>
<tr>
<td><strong>Operating Transfers</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Unexpended Plant Fund</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>*</td>
<td>-</td>
</tr>
<tr>
<td>Total Current Expense</td>
<td>3,464,312</td>
<td>3,464,311</td>
<td>1</td>
<td>100%</td>
<td>3,530,068</td>
</tr>
<tr>
<td><strong>Capital Outlay</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County Projects</td>
<td>870,000</td>
<td>266,275</td>
<td>603,725</td>
<td>31%</td>
<td>385,655</td>
</tr>
<tr>
<td>Total Capital Outlay</td>
<td>870,000</td>
<td>266,275</td>
<td>603,725</td>
<td>31%</td>
<td>385,655</td>
</tr>
<tr>
<td>Total County Expenditures</td>
<td>4,334,312</td>
<td>3,730,587</td>
<td>603,726</td>
<td>86%</td>
<td>3,915,722</td>
</tr>
</tbody>
</table>

Unaudited
Alamance County, North Carolina
Statement of Revenues, Expenditure and Changes in Fund Balances
For the Period Ending: June 30, 2020

General Fund

<table>
<thead>
<tr>
<th></th>
<th>6/30/2020 Budget</th>
<th>6/30/2020 Actual</th>
<th>% of Budget</th>
<th>Prior Year-to-date 6/30/2019 Budget</th>
<th>Prior Year-to-date 6/30/2019 Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Taxes</td>
<td>97,646,292</td>
<td>97,317,305</td>
<td>(328,987)</td>
<td>99.7%</td>
<td>84,786,624</td>
</tr>
<tr>
<td>Sales Taxes</td>
<td>32,599,330</td>
<td>26,932,811</td>
<td>(5,666,519)</td>
<td>82.6%</td>
<td>26,066,551</td>
</tr>
<tr>
<td>Other Taxes and Licenses</td>
<td>2,072,485</td>
<td>2,040,328</td>
<td>(32,157)</td>
<td>98.4%</td>
<td>2,191,055</td>
</tr>
<tr>
<td>Unrestricted Intergovernmental</td>
<td>260,000</td>
<td>268,941</td>
<td>8,941</td>
<td>103.4%</td>
<td>263,802</td>
</tr>
<tr>
<td>Sales and Services</td>
<td>9,521,559</td>
<td>10,658,791</td>
<td>1,137,232</td>
<td>111.9%</td>
<td>10,338,772</td>
</tr>
<tr>
<td>Licenses and Permits</td>
<td>1,623,881</td>
<td>1,438,106</td>
<td>(185,775)</td>
<td>88.6%</td>
<td>1,654,711</td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>700,000</td>
<td>1,152,811</td>
<td>452,811</td>
<td>164.7%</td>
<td>1,356,652</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>1,656,309</td>
<td>1,381,794</td>
<td>(274,515)</td>
<td>83.4%</td>
<td>939,441</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>172,699,012</td>
<td>166,063,824</td>
<td>(6,635,187)</td>
<td>96.2%</td>
<td>147,178,709</td>
</tr>
<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Government</td>
<td>12,773,017</td>
<td>11,340,545</td>
<td>(1,432,473)</td>
<td>88.8%</td>
<td>9,593,033</td>
</tr>
<tr>
<td>Central Services</td>
<td>6,628,759</td>
<td>5,334,341</td>
<td>(1,294,418)</td>
<td>80.5%</td>
<td>5,223,385</td>
</tr>
<tr>
<td>Public Safety</td>
<td>43,270,957</td>
<td>40,030,379</td>
<td>(3,240,579)</td>
<td>92.5%</td>
<td>35,786,634</td>
</tr>
<tr>
<td>Transportation</td>
<td>252,868</td>
<td>208,654</td>
<td>(44,214)</td>
<td>82.5%</td>
<td>213,156</td>
</tr>
<tr>
<td>Environmental Protection</td>
<td>70,139</td>
<td>66,167</td>
<td>(3,972)</td>
<td>94.3%</td>
<td>65,719</td>
</tr>
<tr>
<td>Economic &amp; Physical Development</td>
<td>4,755,452</td>
<td>4,088,093</td>
<td>(667,359)</td>
<td>86.0%</td>
<td>2,661,432</td>
</tr>
<tr>
<td>Health</td>
<td>11,236,777</td>
<td>9,794,744</td>
<td>(1,442,032)</td>
<td>87.2%</td>
<td>9,434,399</td>
</tr>
<tr>
<td>Social Services</td>
<td>20,372,545</td>
<td>17,890,888</td>
<td>(2,481,657)</td>
<td>87.8%</td>
<td>17,826,639</td>
</tr>
<tr>
<td>Other Human Services</td>
<td>3,613,002</td>
<td>3,084,253</td>
<td>(528,749)</td>
<td>85.4%</td>
<td>3,155,231</td>
</tr>
<tr>
<td>Education</td>
<td>50,097,454</td>
<td>50,097,454</td>
<td>0</td>
<td>100.0%</td>
<td>47,202,481</td>
</tr>
<tr>
<td>Culture &amp; Recreation</td>
<td>8,470,215</td>
<td>5,634,319</td>
<td>(2,835,897)</td>
<td>66.5%</td>
<td>4,681,330</td>
</tr>
<tr>
<td>Debt Service</td>
<td>9,548,195</td>
<td>9,072,162</td>
<td>(476,033)</td>
<td>95.0%</td>
<td>9,858,669</td>
</tr>
<tr>
<td>Contingency</td>
<td>27,800</td>
<td>27,800</td>
<td>0</td>
<td>0.0%</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>171,117,180</td>
<td>155,641,999</td>
<td>(14,475,181)</td>
<td>91.5%</td>
<td>145,702,129</td>
</tr>
<tr>
<td><strong>Revenues Over (Under) Expenditures</strong></td>
<td>1,581,832</td>
<td>9,421,825</td>
<td>7,839,994</td>
<td>1,476,580</td>
<td></td>
</tr>
<tr>
<td><strong>CAPITAL FINANCE PLAN:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Financing Sources</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>From Renovation/Repair Fund</td>
<td>28,107.74</td>
<td>28,108</td>
<td>0</td>
<td>5,282</td>
<td></td>
</tr>
<tr>
<td>Operating Transfers In - CIP &amp; ABSS Capital Reserve</td>
<td>(15,476,570.73)</td>
<td>(13,758,833)</td>
<td>(1,717,738)</td>
<td>(1,860,455)</td>
<td></td>
</tr>
<tr>
<td>Bond Proceeds</td>
<td>2,670,178.00</td>
<td>2,670,178.00</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Appropriated Fund Balance</td>
<td>11,181,453.36</td>
<td>-</td>
<td>(11,181,453)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Budgeted Surplus</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sale of Surplus Property</td>
<td>15,000.00</td>
<td>519,180</td>
<td>504,180</td>
<td>36,420</td>
<td></td>
</tr>
<tr>
<td>Installment Loan Proceeds</td>
<td>27,800</td>
<td>27,800</td>
<td>0</td>
<td>0.0%</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Other Financing Sources</strong></td>
<td>(1,581,831.63)</td>
<td>(10,541,367)</td>
<td>(9,959,535)</td>
<td>(1,818,753)</td>
<td></td>
</tr>
<tr>
<td><strong>Revenues and Other Sources Over (Under) Expenditures and Other Uses</strong></td>
<td>(1,119,541)</td>
<td>(1,119,541)</td>
<td>342,173</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fund Balances</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beginning of Year-July 1 Audited</td>
<td>51,898,103</td>
<td>51,898,103</td>
<td>51,898,103</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ending of Month-June 2020 (unaudited)</td>
<td>50,778,562</td>
<td>50,778,562</td>
<td>50,778,562</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
General Fund

Revenue:

Property Taxes
Taxes collected by the County for real, personal and business property.

Sales Taxes
The County's Sales Tax rate is 2%. This revenue what has been collected by the North Carolina Department of Revenue for the County. There is a two month period from when the taxes are collected and the County receives the revenue. Taxes collected in July are received in September.

Other Taxes and Licenses
By North Carolina General Statutues, there are other taxes and licenses a County is authorize to impose and collect. This category reflects the collection of Real Property Transfer Tax, Rental Vehicle Tax, PART Vehicle Tax, Heavy Equipment Rental Tax, Beer & Wine License, Cable TV Franchise Tax, Landfill Franchise Tax, Occupancy Tax and ABC Net Revenues.

Unrestricted Intergovernmental
Revenues received from another governmental agency that are not restricted for a specific purpose.

Restricted Intergovernmental
Revenues received from another governmental agency that are restricted for a specific purpose. This includes Federal and State funding.

Sales and Services
There are several services for which the County charges a fee to the citizens or businesses who utilize them. These include Emergency Medical Services, Passport Services, Sheriff Fees, Hazardous Materials Fees, Fire Inspection Fees, Health Clinic Fees, Dental Clinic Fees, Library Services and Parks Fees.

Licenses and Permits
Building and Inspection Permits and Register of Deeds Recording fees are the primary source of revenue in this category.

Investment Earnings
The County earns interest on our investments. These investments are limited to what is approved by NCGS 159-30.

Miscellaneous
Other revenues which do not meet the definitions above are categorized as Miscellaneous. This also includes grants receive that are not from another governmental agency.
Expenditures:

**General Government**
Includes expenditures for the following County departments: Governing Body, County Manager, Planning, Human Resources, Finance, Purchasing, Tax Administration, Revaluation, GIS Mapping, Legal, Board of Elections and Register of Deeds. This also includes funding for the Clerk of Courts Office, Superior and District Court Judges and the District Attorney’s Office.

**Central Services**
Includes expenditures for the following County departments: Information Technology, Print Shop and Maintenance

**Public Safety**
Includes expenditures for the following County departments: Sheriff’s Office, School Resource Officers, Jail, Emergency Management, Fire Marshal Office, Inspections, Emergency Medical Service and Central Communications. There is also funding for the Medical Examiner, Alamance County Rescue and Animal Shelter. SARA Management is also included in this category, but does not rely on County funds. This department is funded through Hazardous Materials Fees.

**Transportation**
Includes expenditures for the Rural Operating Assistance Program Grant. This funds the Workfirst Program, Rural General Public Program and the Elderly and Disabled Transportation Assistance Program.

**Environmental Protection**
Includes expenditures for the NC Division of Forestry. The State and County share the cost of these services. The State is responsible for 60% and the County 40%.

**Economic & Physical Development**
Includes expenditures for the following: Alamance County Chamber of Commerce, Airport Authority, Piedmon Conservation Council, Tourism Development Authority, PART Vehicle, NC Agriculture Extension Office, Soil and Water Conservation Office as well as various Economic Development incentives.

**Health**
Includes expenditures for the Health Department. The Dental Clinic, which is funded 100% through patient fees and WIC is a Federally funded program.

**Social Services**
Includes expenditures for the Department of Social Services. This also includes the following grants: Elder Justice and Family Justice Center.

**Other Human Services**
Includes expenditures for the Veteran Services department, which is a County department. This also includes funding for the following: Office of Juvenile Justice

**Education**
Current Expense and Capital Outlay funding for the Alamance-Burlington School System and Alamance Community College.
Culture & Recreation
Included expenditures for the Alamance County Library System and Parks Department. Also includes a grant for North Park and outside agency funding for the Historic Museum, Arts Association of Alamance County, NC Symphony and the African-American Cultural History Museum.

Debt Service
Principal and interest payments for debt service on various County capital projects, Alamance-Burlington School System and Alamance Community College bonds.

Contingency
Allocations made for emergency purchases not budget elsewhere.

CAPITAL FINANCE PLAN:
Other Financing Sources
Operating Transfers In - From ACC Capital Reserve
Per the Financial plan, funds from the Alamance Community College will be transferred into the General Fund for debt service.

Operating Transfers Out - To County CIP & ABSS Capital Reserve
Funds have been budgeted to be transferred from the General Fund into the Repair/Renovation Fund for County CIP Projects and Restricted Sales Tax Article funds to be transferred to the ABSS Capital Reserve Fund.

Bond Proceeds
Proceeds from a bond sale are budgeted to fund a long-term capital project. The proceeds are budgeted with a corresponding entry for the expense.

Appropriated Fund Balance
Fund Balance is budgeted to maintain a balanced budgeted between revenues and expenditures.

Sale of Surplus Property
This revenue comes from the sale of surplus property.

Installment Loan Proceeds
Proceeds from an installment loan to purchase equipment or fund a capital project. The proceeds are budgeted with an corresponding entry for the expense.
Alamance County, North Carolina
Statement of Revenues, Expenditure and Changes in Fund Balances
For the Period Ending: June 30, 2020

### Landfill Enterprise Fund

<table>
<thead>
<tr>
<th></th>
<th>6/30/2020</th>
<th>Prior Year-to-date</th>
<th>% of Budget</th>
<th>6/30/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Budget</td>
<td>Actual</td>
<td>Over (Under)</td>
<td>Budget</td>
</tr>
<tr>
<td><strong>Revenue:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Taxes and Licenses</td>
<td>292,500</td>
<td>287,280</td>
<td>-5,220</td>
<td>98.2%</td>
</tr>
<tr>
<td>Sales and Services</td>
<td>4,709,500</td>
<td>4,665,522</td>
<td>-43,978</td>
<td>99.1%</td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>90,000</td>
<td>80,070</td>
<td>-9,930</td>
<td>89.0%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>80,000</td>
<td>87,657</td>
<td>7,657</td>
<td>109.6%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>5,172,000</td>
<td>5,120,529</td>
<td>-51,471</td>
<td>99.0%</td>
</tr>
<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel Cost</td>
<td>1,613,006</td>
<td>1,300,901</td>
<td>-312,105</td>
<td>80.7%</td>
</tr>
<tr>
<td>Operational Cost</td>
<td>2,793,069</td>
<td>1,663,757</td>
<td>-1,129,312</td>
<td>59.6%</td>
</tr>
<tr>
<td>Capital Outlay-Equipment</td>
<td>3,886</td>
<td>3,886</td>
<td>-</td>
<td>100.0%</td>
</tr>
<tr>
<td>Capital Outlay-Vehicles</td>
<td>305,000</td>
<td>301,151</td>
<td>-3,849</td>
<td>98.7%</td>
</tr>
<tr>
<td>Capital Outlay-Building</td>
<td>25,000</td>
<td>12,844</td>
<td>-12,156</td>
<td>51.4%</td>
</tr>
<tr>
<td>Capital Outlay-Other Improvement</td>
<td>339,000</td>
<td>35,074</td>
<td>-303,926</td>
<td>10.3%</td>
</tr>
<tr>
<td>Contingency</td>
<td>100,000</td>
<td>-</td>
<td>-100,000</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>5,178,961</td>
<td>3,317,613</td>
<td>-1,861,348</td>
<td>64.1%</td>
</tr>
<tr>
<td><strong>Revenues Over (Under) Expenditures</strong></td>
<td>(6,961)</td>
<td>1,802,916</td>
<td>1,809,877</td>
<td>1,532,551</td>
</tr>
<tr>
<td><strong>Other Financing Sources:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Transfers In</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Operating Transfers Out</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Bond Proceeds</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Appropriated Fund Balance</td>
<td>6,961</td>
<td>-</td>
<td>(6,961)</td>
<td>-</td>
</tr>
<tr>
<td>Budgeted Surplus</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Sale of Surplus Property</td>
<td>-</td>
<td>112,234</td>
<td>112,234</td>
<td>97,347</td>
</tr>
<tr>
<td>Install Loan Proceeds</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Other Financing Sources</strong></td>
<td>6,961</td>
<td>112,234</td>
<td>105,273</td>
<td>97,347</td>
</tr>
<tr>
<td><strong>Revenues and Other Sources Over (Under)</strong></td>
<td>(6,961)</td>
<td>1,802,916</td>
<td>1,809,877</td>
<td>1,532,551</td>
</tr>
<tr>
<td><strong>Fund Balances</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beginning of Year July 1-Audited</td>
<td>18,463,925</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Ending of Month June 2020 (unaudited)</td>
<td>20,379,075</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Account</td>
<td>Total Budget</td>
<td>Current Balance</td>
<td>YTD + Escrow % of Budget</td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>--------------</td>
<td>----------------</td>
<td>--------------------------</td>
<td></td>
</tr>
<tr>
<td>Total for PURPOSE : 3100 - STATE PUBLIC SCHOOL FUND</td>
<td>-148,534,062.22</td>
<td>-146,748,881.66</td>
<td>98.80</td>
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### ABSS Financials

**Months:** July - June  **Fiscal Year:** 2020 - Include Month 13

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### ABSS Financials

**Grand Total:**

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NC Department of Public Instruction Purpose Codes

5000 Instructional Services
   5100 Regular Instructional Services
   5200 Special Population Services
   5300 Alternative Programs and Services
   5400 School Leadership Services
   5500 Co-curricular Services
   5800 School-based Services

6000 System Wide Support Services
   6100 Support and Development Services
   6200 Special Population Support and Development Services
   6300 Alternative Programs Support and Development Services
   6400 Technology Support Services
   6500 Operational Support Services
   6600 Financial and Human Resource Services
   6700 Accountability Services – Student Testing Services
   6800 System Wide Pupil Support Services
   6900 Policy, Leadership, and Public Relation Services

7000 Ancillary Services
   7100 Community Services
   7200 Nutrition Services

8000 Non-Programmed Charges
   8100 Payments to other Governmental Units
   8200 Unbudgeted Funds

9000 Capital Construction
F. Purpose Codes

Purpose means the reason for which something exists or is used. Purpose includes the activities or actions that are performed to accomplish the objectives of a local school administrative unit. For budgeting and accounting purposes, expenditures of a local school administrative unit are classified into five purposes as follows:

- **5000** Instructional Services
- **6000** System-Wide Support Services
- **7000** Ancillary Services
- **8000** Non-Programmed Charges
- **9000** Capital Outlay

**Instructional Services (5000)**

Instructional services include the costs of activities dealing directly with the interaction between teachers and students. Teaching may be provided for students in a school classroom, in another location such as a home or hospital, and in other learning situations such as those involving co-curricular activities. It may also be provided through some other approved medium. Included here are the costs of salaries and benefits for teachers, instructional assistants, instructional leadership and support staff, as well as contracted instructional services, instructional supplies, materials, and equipment, professional development, and any other cost related to direct instruction of students.

Costs of activities involved in evaluating, selecting, and implementing textbooks and other instructional tools and strategies, curriculum development, demonstration teaching, and delivering staff development are also included here. Any site-based instructional supervisor or coordinator coded to this function should spend at least 75% of his/her time on these duties.
5100 Regular Instructional Services

Cost of activities that provide students in grades K-12 with learning experiences to prepare them for activities as workers, citizens, and family members. They include costs of those individuals responsible for providing school curriculum development and coordination as well as lead teachers for regular instructional services. (Not included are those programs designed to improve or overcome physical, mental, social and/or emotional impediments to learning.)

5200 Special Populations Services

Costs of activities for identifying and serving students (in accordance with state and federal regulations) having special physical, emotional, or mental impediments to learning. Also included are those students identified as needing specialized services such as limited English proficiency and gifted education. They include costs of those individuals responsible for providing school curriculum development and coordination as well as lead teachers for special populations’ services. (Certain categories of funds require that expenditures coded here must be in addition to regular allotments such as classroom teachers, textbooks, etc.) These programs include pre-kindergarten, elementary, and secondary services for the following groups of students.

5300 Alternative Programs and Services

Costs of activities designed to identify students likely to be unsuccessful in traditional classrooms and/or to drop out and to provide special alternative and/or additional learning opportunities for these at-risk students. They include costs of those individuals responsible for providing school curriculum development and coordination as well as lead teachers for alternative programs and services. Programs include summer school instruction, remediation, alcohol and drug prevention, extended day, services to help keep students in school, as well as alternative educational settings, instructional delivery models, and supporting services for identified students.
5400 **School Leadership Services**

Costs of activities concerned with directing and managing the learning opportunities for students within a particular school. They include costs of the activities performed by the principal and assistant principals while they supervise and evaluate the staff members of the school, assign duties to staff members, supervise and maintain the records of the school, communicate the instructional needs and successes of the students to the various school stakeholders and community, and coordinate school instructional activities with those of the LEA. These activities also include the work of clerical staff, in support of the teaching and leadership functions.

5500 **Co-Curricular Services**

Costs of school-sponsored activities, under the guidance and supervision of LEA staff, designed to motivate students, provide enjoyable experiences, and assist in skill development. Co-curricular activities normally supplement the regular instructional program and include such activities as band, chorus, choir, speech and debate. Also included are student-financed and managed activities such as clubs and proms.

5800 **School-Based Support Services**

Costs of school-based student and teacher support activities to facilitate and enhance learning opportunities for students. These include the areas of educational media services, student accounting, guidance services, health, safety and security support services, instructional technology services, and unallocated staff development.
System-Wide Support Services (6000)

System-wide support services include the costs of activities providing system-wide support for school-based programs, regardless of where these supporting services are based or housed. These services provide administrative, technical, personal, and logistical support to facilitate, sustain, and enhance instruction. Included here are the costs of salaries and benefits for program leadership, support and development and associated support staff, contracted support services, supplies, materials and equipment, professional development, and any other cost related to the system-wide support for the school-based programs of the school system.

Costs of activities involved in developing/administering budgets, authorizing expenditures of funds, evaluating the performance of subordinates, developing policies and/or regulations for the district as a whole are included here.

6100 Support and Development Services

Cost of activities that provide program leadership, support, and development services for programs providing students in grades K-12 with learning experiences to prepare them for activities as workers, citizens, and family members (Not included are program leadership, support and development services for programs designed to improve or overcome physical, mental, social and/or emotional impediments to learning.)

6200 Special Population Support and Development Services

Costs of activities to provide program leadership, support, and development services primarily for identifying and serving students (in accordance with state and federal regulations) having special physical, emotional, or mental impediments to learning. Also included are support and development services for those students needing specialized services such as limited English proficiency and gifted education. These programs include pre-kindergarten, elementary, and secondary services for the special populations.
6300  **Alternative Programs and Services Support and Development Services**

Costs of activities to provide program leadership, support, and development services for programs designed to identify students likely to be unsuccessful in traditional classrooms and/or to drop out and to provide special alternative and/or additional learning opportunities for these at-risk students. Costs related to state Assistance Teams are also included here. Programs include summer school instruction, remediation, alcohol and drug prevention, extended day, services to help keep students in school, as well as alternative educational settings, instructional delivery models, and supporting services for identified students.

6400  **Technology Support Services**

Costs of central based activities associated with implementing, supporting and maintaining the computer hardware, software, peripherals, technical infrastructure which provide technology system services to the LEA as a whole. Also included is the development and implementation of technological systems; and technology user support services for the LEA.

6500  **Operational Support Services**

Costs of activities for the operational support of the school system such as printing and copying services, communication services, utility services, transportation of students, facilities, planning and construction, custodial and housekeeping services, maintenance services, and warehouse and delivery services. (Do not include any costs which may be coded to one or more specific purpose functions.)

6600  **Financial and Human Resource Services**

Costs of activities concerned with acquisition, management, reporting and protection of financial resources; and with recruitment, retention, placement, and development of human resources for the LEA.

6700  **Accountability Services**

Cost of activities concerned with the development, administration, reporting and analysis of student progress. This area includes the testing and reporting for student accountability, such as end of grade and end of course testing, disaggregation, analysis, and reporting of school and student performance. This area also includes the planning, research development and program evaluation costs of the school system.
6800 **System-wide Pupil Support Services**

Costs of activities that provide program leadership, support, and development services for system-wide pupil support activities for students in grades K-12. These areas include educational media support, student accounting support, guidance support, health support, safety and security support, and instructional technology support system-wide services.

6900 **Policy, Leadership and Public Relations Services**

Costs of activities concerned with the overall general administration of and executive responsibility for the entire LEA.

**Ancillary Services (7000)**

Activities that are not directly related to the provision of education for pupils in a local school administrative unit. These include community services, nutrition services and adult services provided by the school system.

7110 **Child Care Services**

Costs of activities which are not directly related to the provision of educational services in an LEA. These include services such as activities of custody and care of children provided by the LEA. Before and After School Care would also be included here.

7200 **Nutrition Services**

Costs of activities concerned with providing food service to students and staff in a school or LEA including the preparation and serving of regular and incidental meals, or snacks in connection with school activities.

**Non-Programmed Charges (8000)**

Non-Programmed charges are conduit-type (outgoing transfers) payments to other LEAs or other administrative units in the state or in another state, transfers from one fund to another fund in the LEA, appropriated but unbudgeted funds, debt service payments, scholarship payments, payments on behalf of educational foundations, contingency funds, and other payments that are not attributable to a program.
8100 Payments to Other Governmental Units

Include payments to other LEAs or governmental units, which are generally for tuition and transportation for services rendered to pupils residing in the paying LEA. It is also used for indirect cost when used in conjunction with object code 392.

Capital Outlay (9000)

Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment, and replacement of equipment. Do not include any costs which may be coded to one or more specific purpose functions. (i.e., purchase of transportation equipment would be coded to 6550, maintenance equipment would be coded to 6580, regular instructional equipment purchases would be coded to 5110, etc.). The remaining three digits may be used for local use purposes.