Northampton County Board of Commissioners will meet in Regular Session on Monday April 3, 2017 at 10:00 p.m. in the Commissioners' Meeting Room located at 100 West Jefferson Street, Jackson, North Carolina. The purpose of the meeting is to conduct public business as indicated on the following agenda.

TAB	<u>TIME</u>	DESCRIPTION
	9:30	Work Session with Sen. Erica Smith-Ingram Rep. Michael Wray
1 2 3	9:50 10:00	Agenda Work Session Approval of Regular Meeting Minutes for March 20, 2017
4	10:05	Mr. Andy Smith, Health Department Director 1) Kinnser Software Inc. Contract
5	10:15	Mr. Jason Morris, Public Works Director Approval of Proposal and Agreement for Engineering and Surveying Services for the Squire Road Waterline Relocation Project
6	10:25	Ms. Kimberly Turner, County Manager 1) Introduction of Dr. Michael A. Elam, President of HCC 99 2) Management Matters
7	10:45	Citizens/Board Comments
8	11:15	Closed Session G.S. 143-318.11 (a)(4)-EDC Report
	11:45	Adjourn

NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

Meeting Date :	04-03-2017			
Agenda Tab Number:	1			
Agenda Time:	10:00 am			
Presenter and/or Subje	ct Matter:			
		N	1 20 2017	
Approval	of Regular Meeting	Minutes for Mai	rch 20, 2017	

Komita Hendricks

1 Approval of Regular Meeting Minutes for March 20, 2017 NORTHAMPTON COUNTY REGULAR SESSION March 20, 2017

Be It Remembered that the Board of Commissioners of Northampton County met on March 20, 2017, with the following present: Fannie Greene, Chester Deloatch, Charles Tyner, Geneva Faulkner, and Robert Carter.

Others Present: Kimberly Turner, Scott McKellar, Nathan Pearce, and Komita Hendricks

Chairman Carter called the meeting to order.

A motion was made by Chester Deloatch and seconded by Fannie Greene to enter in closed session for the purpose of G.S. 143-318.11 (a)(3)-County Attorney report. *Question Called: All present voting yes.* Motion carried.

A motion was made by Chester Deloatch and seconded by Fannie Greene to adjourn closed session. *Question Called:* All present voting yes. <u>Motion carried.</u>

Agenda Work Session:

A work session was held to discuss today's agenda items. Chairman Carter called upon County Manager Kimberly Turner for input. Ms. Turner had no changes. Chairman Carter called upon Commissioners for input. Commissioners had no changes.

Regular Session:

Chairman Carter called the meeting to order, welcomed everyone, and announced when citizens could make comments. Commissioner Greene gave the Invocation and the Pledge of Allegiance was recited.

Approval of Regular Session Minutes for March 6, 2017:

A motion was made by Fannie Greene and seconded by Geneva Faulkner to approve the Regular Session Minutes for March 6, 2017. *Question Called: All present voting yes.* <u>Motion carried.</u>

Approval of Closed Session Minutes for March 6, 2017:

A motion was made by Chester Deloatch and seconded by Geneva Faulkner to approve the Closed Session Minutes for March 6, 2017. *Question Called:* All present voting yes. <u>Motion carried.</u>

Approval of Agenda for March 20, 2017:

A motion was made by Charles Tyner and seconded by Chester Deloatch to approve the agenda for March 20, 2017. *Question Called: All present voting yes.* Motion carried.

Relay for Life Proclamation:

Honorable Laquitta Greene-Cooper, Clerk of Court, appeared before the Board to present a proclamation for Relay for Life declaring to "Paint the County Purple" beginning April 1st to May 31st to show an act of participation in the Relay for Life campaign. They are asking for residents to display a purple bow on their premises. The Relay for Life event will be held on May 19th and 20th at the Cultural and Wellness Center.

A motion was made by Geneva Faulkner and seconded by Fannie Greene to adopt the proclamation for Relay for Life as presented. *Question Called: All present voting yes.* <u>Motion</u> carried.

PLEASE SEE SCANNED DOCUMENTS WHICH ARE HEREBY MADE A PART OF THESE MINUTES:

PROCLAMATION

WHEREAS, "The American Cancer Society is the nationwide, community-based, voluntary health organization dedicated to eliminating cancer as a major health problem by preventing cancer, saving lives, and diminishing suffering fom cancer, through research, education, advocacy and service"; and

WHEREAS, "Relay for Life is a life changing, nationwide, signature event of the American Cancer Society that gives everyone in the communities across the globe a chance to celebrate the lives of people who have battled cancer, remember loved ones lost, and fight back against the disease"; and

WHEREAS, in May, 1985, Dr. Gordy Klatt started the first 24 hours movement around a track in Tacoma, Washington with a vision to raise money to fight the nation's biggest health concern, cancer and planned the first team relay event known as the City of Destiny Classic 24- Hour Run Against Cancer; and

WHEREAS, Relay for Life of Northampton county, NC recognizes that cancer never sleeps; cancer does not discriminate; and almost everyone has been touched by cancer, either through their own personal battle or through someone they love; and

WHEREAS, RELAY FOR LIFE OF NORTHAMPTON COUNTY, NC, respects that everyone's reason to Relay is unique and joins in the efforts to celebrate the aforementioned vision Friday, May 19 and Saturday, May 20, 2017 at the Northampton County Cultural and Wellness Center located on Hwy 305, Jackson, North the entire community taking turns walking around the track for the duration of the event. Everyone is invited to partake in activities, eeremonies, entertainment, food, games and fundraising opportunities for American Cancer Society; and

WHEREAS, Relay for Life of Northampton County strives to increase community awareness of cancer, stimulate a real sense of relationship, camaraderie and unity among everyone, and raise money to fight cancer. In this effort, every township, resident, church and business in Northampton County is encouraged to support its "PURPLE BOW CAMPAIGN" beginning Saturday, April 1 to Wednesday, May 31, 2017. To show active participation in this meaningful campaign, every resident is asked to display purple bows on their premises; and

WHEREAS, in conjunction to the Pre-Relay Activities, Relay for Life of Northampton County declares Monday, May 15, 2017 as "MAKE A DIFFERENCE DAY and encourages everyone to wear YELLOW in support of ALL CAREGIVERS; and Wednesday, May 17, 2017 as "STRUT YOUR STUFF DAY", everyone is encouraged to wear PURPLE in support of ALL SURVIVIORS; and

WHEREAS, Relay for Life of Northampton County demonstrates and spreads the message, "TOGETHER, we can SPREAD the HOPE, one step at a time and CELEBRATE LIFE – less cancer and more birthdays."

NOW, THEREFORE, BE IT RESOLVED that the NORTHAMPTON COUNTY BOARD OF COMMISSIONERS do hereby proclaim April 1 to May 31 as "PAINT THE COUNTY PURPLE", a life changing experience sponsored by RELAY FOR LIFE OF NORTHAMPTON COUNTY, urging all residents to recognize and participate in the Relay of Life events in our communities.

Adopted this	day of	, 2017.	
			SEAL
Robert V. Carter, N	orthampton County Bo	ard of Commissioners, Cha	irman

NCTN Upgrade:

Mr. Andy Smith, Health Department Director, appeared before the Board to obtain approval of an amendment of a Subscription Agreement with the Public Health Authority of Cabarrus County for the purpose of upgrading internet service connection.

A motion was made by Charles Tyner and seconded by Fannie Greene to allow the Health Department to enter into an Amendment of a subscription Agreement with the Public Health Authority of Cabarrus County for the purpose of upgrading the internet service connection.

<u>Question Called:</u> All present voting yes. <u>Motion carried.</u>

PLEASE SEE SCANNED DOCUMENTS WHICH ARE HEREBY MADE A PART OF THESE MINUTES:



NORTHAMPTON COUNTY HEALTH DEPARTMENT

9495 NC 305 HIGHWAY POST OFFICE BOX 635 JACKSON, NORTH CAROLINA 27845





DECISION PAPER

TO: Northampton County Board of County Commissioners

FROM: Northampton County Health Department

DATE: March 20, 2017

RE: NCTN Amendment for Upgrade

PURPOSE:

The purpose of this decision paper is to seek the approval of the County Commissioners to allow the Health Department to enter into an amendment of a Subscription Agreement with the Public Health Authority of Cabarrus County for the purpose of upgrading internet service connection.

FACTS:

- The health department entered into a Subscription Agreement with the Public Health Authority of Cabarrus County in April of 2011 and renewed the agreement in 2014.
- NCTN is a dedicated network for health care providers which means that the communications of the subscribers do not go over the Internet, so they are not exposed to delays, reliability issues, or extra security risks of the Internet.
- The Health Department currently pays \$530.00 per month. The upgrade from the current 10 mbps (Megabits Per Second) to 50 mbps will cost \$896.86. The difference in the cost will be covered with Aid-to-County funding in the 2016-2017 budget.
- It was recommended the upgrade would be beneficial with the new EHR (Electronic Health Record) system that is scheduled to begin in this fiscal year.
- The offer also includes a 0.5% Fair Share Arrangement to account for the occasional use of the NCTN service as a backup for the County when their other connections are down.
- 6. The amendment was sent to Scott McKellar, County Attorney, for review.
- The Agreement amendment was presented to and approved by the Board of Health at the March 9, 2017 meeting.

PHONE: (252) 534-5841 PHONE: (252) 534-1291 (Home Health)

FAX (252) 534-1207 Adm.

MAIN FAX: (252) 534-1045

DISCUSSION:

In April 2011, the Health Department entered into a Service Agreement with the Public Health Authority of Cabarrus County to participate in the Federal Communications Commission Rural Health Care Pilot Program (RHCPP) known as the North Carolina Telehealth Network (NCTN). This agreement authorized Cabarrus Health Alliance to act as an agent on the health department's behalf before the FCC in matters related to the RHCPP.

NCTN is a dedicated network for health care providers which means that the communications of the subscribers do not go over the Internet, so they are not exposed to delays, reliability issues, or especially security risks of the Internet. The cost is currently \$530.00 per month. The upgrade from the current 10 Mbps (Megabits Per Second) to 50 Mbps will cost \$896.86. According to the County MIS, this is an extremely good price. The difference in the cost is covered in the 2016-2017 budget with Aid-to-County funding.

The upgrade would be beneficial with the new EHR (Electronic Health Record) system that is scheduled to begin in this fiscal year and the County will benefit from the upgrade as it includes a 0.5% Fair Share Arrangement to account for the occasional use of the NCTN service as a backup for the County when their other connections are down.

The amendment was sent to Scott McKeliar, County Attorney, for review. The Agreement amendment was presented to and approved by the Board of Health at the March 9, 2017 meeting.

RECOMMENDATIONS:

Respectfully submitted,

Non-concur_

Recommend that the Northampton County Board of Commissioners approve to allow the Health Department to enter into an Amendment of a Subscription Agreement with the Public Health Authority of Cabarrus County for the purpose of upgrading the internet service connection at a discounted price.

Andy Smith
Health Director

COORDINATION:

County Manager:

Concur With Comment

Finance Director:

Concur With A Edwards

Concur with Comment

NCTN SA Amendment Northampton AM#201702018 PK#20170131D



This is an amendment designated as AM#20170201B (hereinafter Amendment) to the Renewal Letter identified as Northampton County HD Renewal PK#20170131D (hereinafter called Agreement), between Cabarrus Health Alliance (CHA) and Northampton County Health Department (hereinafter, the Parties).

The Parties agree to modify the Agreement and any previous amendments noted below as follows:

 The existing 10 mbps service would be upgraded to 20 mbps (service instance 2 below) or 50 mbps (service instance 3 below). A result of the doubling of the service capacity, the fair share rationale would be reduced from 1% to .05%;

The use of our network was figured on the following: The County already has two ISP's; however, wanted to be included to use the Health Department's NCTN connection as back-up only. Mr. Blanchard, County MIS, arrived at the .05% use of the service.

The Subscriber shall:

- · Cross out the DST entry below that you don't want.
- · On the remaining entry, review each line to determine whether it is correct or not.
 - Insert Subscriber Initials on the last line to accept this Service at this Site and acknowledge that the DST information is correct.

NCTN SA Amendment Northampton AM#201702018 PK#20170131D

	# Service\Instance	2
	Sile subSignity Decoption	
1	NCTN Entity, ID, Site ID(s), SIV, and HCP#, nurshry, Svc Instance ID	N0049, SoS0043,SI# , HCP# 22399, Rural, NIS#- 1, Svc Instance ID: SoS0043-SoS0433-4
1.5	Prior Service Instance ID	Svc Instance being replaced: SoS0043-NTRANET-2
2	Start Site Name:	Northampton County Health Department
3	Start Site Address:	9495 NC 305 Hwy
4	Start Site City, State, Zip	Jackson, NC, 27845
5	Service Type	8-Increments: 10 mbps, 4-PMS Individual/Other: 10 mbps, 3-PHS First Responder(20mbps)
6	Service period (in months)	36.0
7	Name, address and Identifiers for other end of PTP connections	Name: Northampton County Data Center, 132 Landfil Rd, Jackson, NC 27845; N0049, SoS0433, SI#,
8	Planned Service Start Date	// 12/18/1
9	Discount Arrangement	Initiall) 6counts
	(Fig. Cont. (belief) discount applied)	
0	One-Time Installation Cost we Discounts	50.0
1	Not to Exceed Primary Circuit Cost we Discounts	\$0.0
2	Not to Exceed Pathway Construction Cost we Discounts	\$0.0
3	Not to Exceed one-time costs we Discounts (Line10+kine11+Line12+Line27)	50.0
4	Not to Exceed Monthly Total Costs we Discounts (Line No+Line 30+Line 31)	\$1,700.0
5	Not-to-exceed Monthly Cost for Broadband Services we Decounts	
4	Two or Cucco Intelligy Cont for Environment Services we Discounty	\$1,600.0
6	Basis of Eligibility for Discourts for this Service Instance	Local health department/agency - ES-IS-Eligible Site t Ineligible Site
7	Eligible HCP site name, address, and HCPN if site of service or one end of a PTP svc is not eligible of if site of svc is qualified by this eligible site	
	The state of the s	
8	Rationale for % eligible use (see Fair Share Arrangement Section)	Back-up only
9	Recurring Costs - % eligible use for this service	
-	Recurring Costs - % eligible use for this service Primary Circuit Cost - % of eligible use for this service	99,50
9	Recurring Costs - % eligible use for this service	99.50° 100.00°
9	Recurring Costs - % eligible use for this service Primary Circuit Cost - % of eligible use for this service	99.50° 100.00° 50.00°
9	Recurring Costs - % eligible use for this service Primary Circuit Cost - % of eligible use for this service Installation Costs - % of eligible use for this service Pathway Costs - % of eligible use for this service Maximum HCF Discount	99.50° 100.00° 50.00° 100.00°
9 0 1	Recurring Costs - % eligible use for this service Primary Curruit Cost - % of eligible use for this service Installation Costs - % of eligible use for this service Pathway Costs - % of eligible use for this service	99.50° 100.00° 50.00° 100.00°
9 0 1 2 3 4	Recurring Costs - % eligible use for this service Primary Currut Cost - % of eligible use for this service Installation Costs - % of eligible use for this service Pathway Costs - % of eligible use for this service Maximum HCF Discount Subscriber Portion Install Cost Subscriber Portion Install Cost	99.50* 100.00* 50.00* 100.00* 65.00*
9 0 1 2 3	Recurring Costs - % eligible use for this service Primary Circuit Cost - % of eligible use for this service Installation Costs - % of eligible use for this service Pathway Costs - % of eligible use for this service Maximum HCF Discount Subscriber Portion Install Cost Not-to-exceed Subscriber Portion of Primary Circuit Cost	99.50* 100.00* 50.00* 100.00* 65.00* \$0.0
9 0 1 2 3 4	Recurring Costs - % eligible use for this service Primary Curruit Cost - % of eligible use for this service Installation Costs - % of eligible use for this service Pathway Costs - % of eligible use for this service Maximum HCF Discount Subscriber Portion Install Cost Not-to-exceed Subscriber Portion of Primary Circuit Cost Not-to-exceed Subscriber Portion of Pathway Cost	99.50* 100.00* 50.00* 100.00* 100.00* 65.00* \$0.0 \$0.0
9 0 1 2 3 3 4 6 5	Recurring Costs - % eligible use for this service Primary Circuit Cost - % of eligible use for this service Installation Costs - % of eligible use for this service Pathway Costs - % of eligible use for this service Maximum HCF Discount Subscriber Portion Install Cost Not-to-exceed Subscriber Portion of Primary Circuit Cost	99.50* 100.00* 50.00* 100.00* 100.00* 65.00* \$0.0 \$0.0 \$0.0 \$0.0 \$0.0
9 0 1 2 2 3 6	Recurring Costs - % eligible use for this service Primary Curruit Cost - % of eligible use for this service Installation Costs - % of eligible use for this service Pathway Costs - % of eligible use for this service Maximum HCF Discount Subscriber Portion Install Cost Not-to-exceed Subscriber Portion of Primary Circuit Cost Not-to-exceed Subscriber Portion of Pathway Cost	99.50* 100.00* 50.00* 100.00* 65.00* \$0.0 \$0.0 \$0.0 \$0.0 \$0.0 \$0.0 \$0.0
9 0 1 2 3 3 6 6 7 8	Recurring Costs - % eligible use for this service Primary Circuit Cost - % of eligible use for this service Installation Costs - % of eligible use for this service Pathway Costs - % of eligible use for this service Maximum HCF Discount Subscriber Portion Install Cost Not-to-exceed Subscriber Portion of Primary Circuit Cost Not-to-exceed Subscriber Portion of Pathway Cost Other one-time Fee (not discountable) Portion of One-time costs required before implementation begins Not-to-exceed Subscriber Portion Monthly Cost for Broadband Services with	99.50 100.00 50.00 100.00 65.00 50.0 50.0 50.0 50.0 50.0
9 0 1 1 2 2 3 3 6 6	Recurring Costs - % eligible use for this service Primary Circuit Cost - % of eligible use for this service Installation Costs - % of eligible use for this service Pathway Costs - % of eligible use for this service Maximum HCF Discount Total Cost - Subscriber Portion of Primary Circuit Cost Not-to-exceed Subscriber Portion of Primary Circuit Cost Not-to-exceed Subscriber Portion of Pathway Cost Other one-time Fee (not discountable) Portion of One-time Costs required before implementation begins	99.50 100.00 50.00 100.00 65.00 50.0 50.0 50.0 50.0 50.0
9 0 1 2 3 3 6 6 7 8	Recurring Costs - % eligible use for this service Primary Circuit Cost - % of eligible use for this service Installation Costs - % of eligible use for this service Pathway Costs - % of eligible use for this service Maximum HCF Discount Subscriber Portion Install Cost Not-to-exceed Subscriber Portion of Primary Circuit Cost Not-to-exceed Subscriber Portion of Pathway Cost Other one-time Fee (not discountable) Portion of One-time costs required before implementation begins Not-to-exceed Subscriber Portion Monthly Cost for Broadband Services with	99.50 100.009 50.009 65.009 50.0 50.0 50.0 50.0 50.0 50.0 50.0
9 0 1 2 2 3 3 6 7 8	Recurring Costs - % eligible use for this service Primary Circuit Cost - % of eligible use for this service Installation Costs - % of eligible use for this service Pathway Costs - % of eligible use for this service Maximum HCF Discount Subscriber Portion Install Cost Not-to-exceed Subscriber Portion of Primary Circuit Cost Not-to-exceed Subscriber Portion of Pathway Cost Other one-time Fee (not discountable) Portion of One-time costs required before implementation begins Not-to-exceed Subscriber Portion Monthly Cost for Broadband Services with Discounts (full cost x eligible use x maximum discount) Monthly Admin Fee (not discountable) Other Monthly Fee (not discountable)	99.50 100.003 50.003 100.003 65.003 50.0 50.0 50.0 \$
9 0 1 2 3 3 6 6 7 8 8	Recurring Costs - % eligible use for this service Primary Circuit Cost - % of eligible use for this service Installation Costs - % of eligible use for this service Pathway Costs - % of eligible use for this service Maximum HCF Discount Subscriber Portion Install Cost Not-to-exceed Subscriber Portion of Primary Circuit Cost Not-to-exceed Subscriber Portion of Pathway Cost Other one-time Fee (not discountable) Portion of One-time costs required before implementation begins Not-to-exceed Subscriber Portion Monthly Cost for Broadbund Services with Discounts (full cost x eligible use x maximum discount) Monthly Admin Fee (not discountable)	99.50* 100.00* 50.00* 100.00* 65.00* \$0.0 \$0.0 \$0.0 \$0.0 \$0.0 \$0.0 \$0.0
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NCTN SA Amendment Northampton AM#201702018 PK#20170131D

Line #	Service Instance	3		
10110	Site and Service Description			
1	NCTN Entity ID, See ID(s), SI#, and HCP#, rurality, Svc Instance ID	N0049, SoS0043,SI# , HCP# 22399, Rural, NIS#- 1, Svc Instance ID: SoS0043-NTRANET-5		
1.5	Prior Service Instance ID	Svc Instance being replaced: SoS0043-NTRANET-2		
2	Start Site Name:	Northampton County Health Department		
3	Start Site Address:	9495 NC 305 Hwy		
4	Start Site City, State, Zip	Jackson, NC, 27845		
5	Service Type	8-Increments: 10 mbps, 4-PHS Individual/Other: 10 mbps, 3-PHS First Responder, 12-Point to Point/Sombos)		
6	Service period (in months)	36.0		
	Name, address and Identifiers for other end of PTP connections	Name: Northampton County Data Center, 132 Landfil Rd, Jackson, NC 27845; N0049, SoS0433, SI#, 41584		
7				
8	Planned Service Start Date	12/18/1		
9	Discount Arrangement	InitialDiscounts		
	Pult Casts the face discounts applicable	the supplier of the supplier o		
10	One-Time Installation Cost wo Discounts	\$500.0		
.11	Not to Exceed Primary Circuit Cost we Discounts	\$22.0		
12	Not to Exceed Pathway Construction Cost we Discounts	\$0.0		
13	Not to Exceed one-time costs we Discounts (Line10+Line11+Line12+Line27)	\$522.0		
14	Not to Exceed Monthly Total Costs we Discounts (Line15+Line30+Line31)	\$2,189.9		
15	Not-to-exceed Monthly Cost for Broadband Services we Discounts	\$1,989.9		
	Discount Information	31,505.5		
16	Bass of Fligibility for Discounts for this Service Instance.	Local health department/agency - ES-IS-Eligible Site to Ineligible Site		
17	Eligible HCP site name, address, and HCP# if site of service or one end of a PTP svc is not eligible of if site of svc is qualified by this eligible site			
	Rationale for % eligible use (see Fair Share Arrangement Section)	Back-up only		
19	Recurring Costs - % eligible use for this service	99.97%		
20	Primary Circuit Cost - % of eligible use for this service	100.005		
21	Installation Costs - % of eligible use for this service	100.00%		
22	Pathway Costs - % of eligible use for this service	100.00%		
23	Maximum HCF Discount	65.00%		
	Name carried balkeriber Earls (with eligible use and disciouse applied)			
_	Subscriber Portion Install Cost	\$175,00		
25	Not-to-exceed Subscriber Portion of Primary Circuit Cost	\$7.70		
26	Not-to-exceed Subscriber Portion of Pathway Cost	\$0.00		
	Other one-time Fee (not discountable)	\$0.00		
28	Portion of One-time costs required before implementation begins	\$0,00		
	Not-to-exceed Subscriber Portion Monthly Cost for Broadband Services with Discounts (full cost x eligible use x maximum discount)	\$696.86		
_	Monthly Admin Fee (not discountable)	\$200.00		
	Other Monthly Fee (not discountable)	\$0.00		
1	Not-to-exceed Subscriber Portion One-Time Cost with Discounts	\$182.70		
12	-Line24+Line25+Line26+Line27	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
	Total Not-to-exceed Subscriber Monthly Cost with Discounts (Line 29 + Line 30 + Line 31)	\$896.86		
	Acceptance of Californian	III to the same of		
	Subscriber Accepts Service at this site and affirms that DST Entry data is correct Subscriber initials)	m ·		

NCTN SA Amendment Northampton AM#201702018 PK#20170131D

Except as set forth in this Amendment, the Agreement and previous amendments remain in full force
and effect in accordance with their terms. If there is conflict between this Amendment and the
Agreement or any earlier amendment, the terms of this Amendment shall prevail.

ACCEPTED AND AGREED TO: ACCEPTED AND AGREED TO:

By (Print)	Dr. William F Pilkington	By (Print)	Andy Smith
By (Sign)		By (Sign)	
Title:	Chief Executive Officer and Director of Public Health	Title	Health Director
Date		Date	

Request Date/Time for Public Hearing for Rezoning:

Mr. William Flynn, Zoning Director, appeared before the Board to request a Public Hearing date and time for Rezoning.

Chairman Carter asked the Clerk, Komita Hendricks, for a date and time. Ms. Hendricks gave the date and time of April 17, 2017 at 6:30 pm.

A motion was made by Fannie Greene and seconded by Chester Deloatch to set the date and time of April 17, 2017 at 6:30 pm for a Public Hearing for Rezoning. *Question Called: All present voting yes.* **Motion carried.**

Capital Improvement Plan:

Ms. Kimberly Turner, County Manager, appeared before the Board to obtain approval of the County's Five-Year Capital Improvement Plan for Fiscal Years 2017-2018 through 2021-2022.

A motion was made by Charles Tyner and seconded by Fannie Greene that the Board approves the Five-Year Capital Improvement Plan for the years 2017-2022 as presented. <u>Question</u> <u>Called: All present voting yes. Motion carried</u>

Board Discussion Allowing Alcohol at Wellness Center for Private Events:

Ms. Kimberly Turner, County Manager, appeared before the Board to obtain a decision by the Board on whether or not they would allow alcohol to be served and consumed at the Cultural and Wellness Center for private events.

A motion was made by Charles Tyner and seconded by Chester Deloatch that no changes be made now to the policy to allow alcohol at the Cultural and Wellness Center. *Question Called: All present voting yes.* <u>Motion carried</u>

Management Matters:

Ms. Kimberly Turner, County Manager, appeared before the Board to obtain approval of a contract with Greg W. Isley, CPA, PA for services.

A motion was made by Charles Tyner and seconded by Fannie Greene to approve the contract with Greg W. Isley, CPA, PA. *Question Called: All present voting yes.* **Motion carried.**

<u>PLEASE SEE SCANNED DOCUMENTS WHICH ARE</u> HEREBY MADE A PART OF THESE MINUTES:

DECISION PAPER

TO: The Northampton County Board of Commissioners

FM: Kimberly L. Turner, County Manager

DT: March 20, 2017

RF: Capital Improvement Plan

PURPOSE:

The purpose of this decision paper is to obtain approval by the Board of Commissioners of the County's Five-Year Capital Improvement Plan for Fiscal Years 2017-2018 through 2021-2022.

FACTS:

- The County Manager has a responsibility to prepare and present a Capital Improvement Budget to the Board of Commissioners for the Board's consideration for approval.
- 2. The attached plan is a five-year plan which encompasses the years of 2017-2022.
- The plan identifies County needs over a specific period of time with estimated costs projected for each need. The approved plan will be utilized for all future budgeting of capital needs.
- For the purposes of this plan, a capital need is one which would cost a minimum of \$5,000 and would have a use life of at least three years.
- 5. The total projected costs of the five-year plan to date are \$7,138,505.
- Approval of this plan by the Board of Commissioners constitutes only approval of the capital
 improvement plan process and the needs identified therein. Approval of this plan does not approve
 nor authorize funding of the plan or any project included in the plan.

DISCUSSION:

Approval for funding of any capital outlay item will be considered annually during annual operating budget preparation and approved by the Board of Commissioners.

RECOMMENDATION:

I recommend that the Board of Commissioners approve the Five-Year Capital Improvement Plan and the projects contained therein for the years 2017-2022.

Coordination:

Finance Officer:	
Concur Philip H. Edwards	<u> </u>
Non-concur	
Concur with comments	

1

NORTHAMPTON COUNTY CAPITAL IMPROVEMENT PLAN SUMMARY BY DEPARTMENT

(FY 17-18 through FY 21-22)

DEPARTMENT	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22
	Year 1	Year 2	Year 3	Year 4	Year 5
HEALTH					
Environmental Health Vehicle:	\$7.515	7,515	7.515	0	
Animal Control Vehicle (1)	7,899	7,899	7,899	0	
Server	0	0	10,038	0	
Vaccine Refrigerator	8,000	0	0	0	i
Sub-Total	23,414	15,414	25,452	0	
PUBLIC WORKS					
**Vehicles (5)	26.000	26,000	26,000	26,000	26,000
**Vehicle (Svc Truck)	0	0	30,000	0	4.00,000
**Mini Excavator & Trailer	41,000	0	0	0	
**W&S Gator with Sprayer	0	9.000	0	0	- 1
**W&S Backhoe	0	0.000	0	75,000	1
**W&S Dump Truck	0	0	ő	0	60.000
**Sewer Jet Rodder	0	o o	45,000	0	100,000
**Well Sites Install Perm, Generators	30,000	30,000	30,000	30,000	30.000
"Sewer Pump Station (Upgrade at NC Welcome)	0	0	124,800	0	30,00
"Sewer Pump Station (Upgrade at VA Welcome)	0	0	0	180,125	2
"Sewer Pump Station (Upgrade at McEiroy)	165,325	0	g	0	
"Sewer Pump Station (Upgrade at Boardman)	0	147,775	0	0	ì
**Sewer Pump Station (Upgrade at Rich Square)	0	0	o o	0	75.000
"Sewer Pump Station (Upgrade at Pleasant Hill)	0	0	9	0	108.100
"Sewer (Upgrade Pump Sta. 1)	83,000	9	0 -	0	10000
**Sewer (Upgrade Pump Sta. 2)	0	83,000	o o	0	1
**Sewer (Upgrade Pump Sta. 3)	0	0	83,000	0	
**Sewer (Upgrade Pump Sta. 4)	0	0	0	83,000	ì
"Sewer (Upgrade at Sanfilipo)	0	0	0	0	83,000
**Sewer (Upgrade at Hampton Woods)	0	50,000	Ď.	0	
**Sewer Replace Line from Sta. 1 to Weldon	250,000	250,000	250,000	250,000	250,000
"Barrow's Mill Rd Sewer Proi	231,000	231,000	231,000	231,000	231,000
**Lawn Mower (W&S) 2	11,500	11,500	0	0	22,010
Carpet (PW)	0	6.500	ő	0	č
"Water Potecasi Well Reconditioning	7.500	D	D.	0	è
Water Pendleton Well Reconditioning	7,000	0	0	0	i
Water Lasker 1 Well Reconditioning	0	7.500	0	0	ì
Water Hickory Hollow BPS Reconditioning	p	7.000	0	0	ò
Water Lasker 2 Well Reconditioning	0	0	7,500	0	i
Water North Woodland Reconditioning	0	0	7.500	0	
Meter Read Computer/Software/Radio	30.000	0	0	0	0
Jasper Eley Annex Building (Roof Replacement)	30,000	0	Ö	0	i c

DEPARTMENT	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22 2
Public Works (HVAC)	0	12,000	12,000	Ö	0
Additional Bays (Central Garage)	0	0	60,000	60,000	60,000
Lift for Ambulances (Central Garage)	27,000	0	0	0	0
Vehicle (Central Garage)	21,000	0	0	0	0
Fence Vehicle Storage Area (Central Garage)	8,000	0	0	0	0
Tax Dept HVAC	12,000	12,000	12,000	12,000	12,000
Courthouse Painting (Inside)	20,000	0	0	0	0.
Courthouse Dumpster Pad & Fence	6.000	0	0	0	0
Courthouse Waterproof Basement	20.000	0	o o	0	0
Courthouse Roof Repaint	0	10,000	0	0	0
Finance Windows	0	15,900	0	0	0
Finance (HVAC)	0	15,000	12,000	12,000	12,000
Administrative Bidg HVAC	15,000	15,000	15,000	15,000	15,000
Administrative Bldg (Electric Doors)	20,000	20,000	0.000	0.000	15,000
B&G Lawn Mower	20,000	0	ů .	10,400	0
B&G Vehicles (2)	25.000	0	0	10,400	0
Jail HVAC	15,000	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	5.000	and the second s	
Evidence Bldg (Office Renovation)		15,000	15,000	15,000	15,000
*Landfill Storage Shed Flo. Light Recycle	10,000	10,000	0	0	0
**Landfill Vehicle	15,000	0	0	0	0
	0	0	21,000	0	0
**Landfill Vehicle Box Truck	0	0	0	30,000	0
**Landfill Scale House	10,000	O O	0	0	0
**Landfill Add Bay on Shelter	.0	0	0	0	15,000
**Landfill Loader	0	0	25,000	0	0
Pave Gravel Parking Lot (Wellness Ctr)	0	25,000	25,000	25,000	0
Data Processing Bldg (HVAC)	0	0	0	0	10,000
E-911 Bldg (HVAC)	0	20,000	20,000	20,000	D
Sheriff Dept (HVAC)	0	0	0	0	15,000
Wellness Ctr (HVAC)	0	0	0	0	25,000
Recreation Concession Stand (HVAC)	20,000	0	0	0	0
B&G Used Bucket Truck	0	15,000	0	0	0
Courthouse Resurface Parking Lot	0	40,000	0	0	0
Courthouse Exterior Brick Sealant	30,000	0	0	0	0
Sub-Total	1,186,325	1,084,175	1,051,800	1,074,525	967,100
EMS					
Ambulance	150,000	0	0	150,000	0
Ambulance	0	150,000	0	0	150,000
ORV	40.000	0.000	Ö	0	0.000
QRV	40,000	0	o o	55.000	ő
Sub-Total	190,000	150,000	0	205,000	150,000
EMERGENCY MANAGEMENT					
Viper Radios	0	15,000	15,000	0	0
Sub-Total					32
Sub-Total	0	15,000	15,000	0	0

DEPARTMENT	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22
Courthouse					
Courthouse Security Improvement Project	135,300	0	0	0	0
Sub-Total	135,300	0	0	0	0
Administation Renovation of Old DSS Bldg	170,000	170,000	170,000	170,000	170,000
Sub-Total	170,000	170,000	170,000	170,000	170,000
	Tot	als for Each Department			
Health	23,414	15,414	25,452	0	0
Public Works	1,186,325	1,084,175	1,051,800	1,074,525	967,100
EMS	190,000	150,000	0	205,000	150,000
Emergency Management	0	15,000	15,000	0	0
Courthouse	135,300	0	0	0	0
Administration	170,000	170,000	170,000	170,000	170,000
Sub-Total	1,705,039	1,434,589	1,262,252	1,449,525	1,287,100
Grand Total	7,138,505				

^{*}Reimbursed by State
**Enterprise Fund
****%Reimbursed by Federal
****Telephone Surcharge Fund

DECISION PAPER

TO: The Northampton County Board of Commissioners

FM: Kimberly L. Turner, County Manager 149

DT: March 20, 2017

RF: Alcohol Allowed for Private Events at the Cultural & Wellness Center

PURPOSE:

The purpose of this decision paper is to obtain a decision by the Board of Commissioners on whether or not they would allow alcohol to be served and consumed at the Cultural and Wellness Center for private events.

FACTS:

- A request by Mayor Manuel was made to the Board of Commissioners on January 30th for the consideration of allowing alcohol at the Cultural and Wellness Center for private events.
- 2. Mayor Manuel also asked for the Board's consideration again at our February 20th meeting.
- The Board conducted a public hearing on February 7, 2008 in reference to whether or not to allow
 alcohol in the auditorium at the Cultural and Wellness Center during private events for designated
 groups. Based on public comments, the Board unanimously adopted policy; which did not include
 alcohol at the Cultural and Wellness Center. (Minutes attached)
- After further research, the proposed policy to allow alcohol in the auditorium at the Cultural and Wellness Center is attached for the Board's review.
- 5. This policy has been reviewed by the County Attorney.

DISCUSSION:

Due to a request made for consideration, a policy has been drafted for the Board's review to include allowing alcohol in the auditorium at the Cultural and Wellness Center during private events.

RECOMMENDATION:

I recommend that the Board of Commissioners make any necessary changes to the draft policy presented and conduct a public hearing to obtain citizens' input prior to adoption of this policy due to strong opposition from the public previously.

Northampton County Alcohol Beverage Policy

Overview

The consumption of alcohol beverages is a common occurrence at special events. However, efforts should be made so that the use and consumption of alcohol beverages should not detract from the use of the facilities of Northampton County. No use of alcohol beverages is allowed on County property except as permitted by this Policy. Alcohol beverage consumption is allowed only in the designated facilities owned by the County. Any consumption of alcohol beverages on County premises without written authorization is not permitted. Authorization will only be given by the County Manager.

II. County Facilities Where Alcohol Consumption May Be Allowed

 Cultural and Wellness Center Auditorium located at 9536 NC Hwy 305, Jackson, NC, 27845

III. General Conditions

- Applicants must have written authorization from Northampton County.
- The County requires the applicant to have the appropriate ABC permit and liquor liability insurance.
- Area in which alcohol consumption may take place is within the Auditorium at the Northampton County Cultural and Wellness Center.
- The County reserves the right, depending on the type of event, the number of people attending, the time of use and other factors to require groups serving alcohol to pay \$35.00 per hour to have two (2) off duty Northampton County Sheriff's Office Deputies on the premises.
- The County requires the applicant to have a licensed bartender to serve alcohol beverages other than beer and wine at the event.
- Applicant is responsible for clean-up.
- The consumption of alcoholic beverages on County property is restricted and limited to the area that is approved as part of the authorization process.
- No person shall bring, carry or transport any alcoholic beverage into, onto or outside the designated area for alcohol consumption at an authorized event.
- Applicant is responsible for all damage to persons or property caused or related to authorized event activities.

- The County reserves the right, in its sole and absolute discretion, to reject
 applications for alcohol consumption based on the type of event, number of
 people attending, the time of use and any other factors which it may deem
 relevant.
- The County also reserves, in its sole and absolute discretion, the right to amend or terminate this policy at any time.

NORTHAMPTON COUNTY RECONVENED MEETING (February 4, 2008) February 7, 2008 6:30 p.m.

Present: Virginia Spruill, Robert Carter, Fannie Greene, James Hester and Chester Deloatch

Chairman Carter reconvened the regular meeting of February 4, 2008.

Motion was made by Virginia Spruill and seconded by James Hester to amend today's agenda to include a public hearing. All present voted yes.

Mr. Carter made the following comment: "Good evening Ladies and Gentleman. On behalf of the Northampton County Board of Commissioners, we are very pleased to see this overflowing attendance of citizens that have taken the time from your busy schedules to be present at this public hearing. Being the Chairman of this Board, I feel that it is my responsibility to present the facts to you before entering this public hearing. Commissioner Hester and I, along with six department chairmen and the County Manager presented to the Board of Commissioners a draft regarding the Rental Rules and Regulations to govern the Complex, which did not permit the use of alcohol. This is being referred tonight as Option #1. After much deliberation the Board instructed the County Manager and the committee to put forth a draft regarding the Rental Rules and Regulations to include an alcohol policy. This is being referred tonight as Option #2, which allows alcohol to be served in one area only of the facility. The groups designated for these privileges were; wedding receptions/wedding anniversaries, class reunions, National Chapters of Fraternities and Sorority groups, Economic Development groups, and Chamber of Commerce events. Ladies and Gentlemen, at no time has this Board considered serving alcohol in the presence of children. The Northampton County Complex will be constructed in four phases. We are about to open and present to the citizens of Northampton County Phase I, the Wellness and Cultural Center. It is now a pleasure for me to call upon the best county manager in the State of North Carolina, Mr. Wayne Jenkins, who will give the ground rules for this hearing then this Board will allow you, our citizens, the utmost respect and listen to your input. We will then have a fiveminute recess and take an official position upon the use or non-use of alcohol in the Northampton County Cultural and Wellness Center."

Chairman Carter recessed the regular session and convened a public hearing.

Mr. Wayne Jenkins, County Manager, stated the purpose of tonight's public hearing is to receive public comment on whether to allow alcohol or not to allow alcohol during private events held at the Northampton County Cultural and Wellness Center.

Mr. Wayne Jenkins, County Manager, advised the public that the County has complied with the North Carolina General Statutes in respect to advertising this public hearing and stated the newspapers in which the advertisement was posted.

Mr. Wayne Jenkins, County Manager, informed the public of possible Board actions and explained the ground rules for tonight's meeting. Mr. Jenkins also publicly complimented the Commissioners for recognizing the sensitivity of the matter at hand and for inviting the citizens to be a part of this governmental process and thanked the interested citizens for coming out and participating.

The floor was opened for public comments.

The following citizens made comments and were opposed to alcohol at the Wellness Center:

Mr. Harold Miller

Ms. Sue Gay, representing the Board of Health.

Rev. Willie McLawhorn-read and submitted a resolution on behalf of the Deacons of Conway Baptist Church opposing alcohol at the Wellness Center.

Rev. Tony Flood, Sr.-read a letter on behalf of the Northampton County Baptist Association strongly opposing alcohol at the Wellness Center.

Rev. Robert Sessoms-read a letter and submitted a petition with 609 signatures from the churches in the County strongly opposing alcohol at the Wellness Center.

Ms. Rose Sumner

Ms. Hazel Collier

Mr. Don Johnson

Mr. Marvin Coleman

Ms. Linda Boone-asked Mr. Jenkins two questions to which Mr. Jenkins replied.

Mr. Walter Sykes

Mr. Jenkins read a letter from Northampton County Farm Bureau with Board member signatures opposing alcohol at the Wellness Center and recognized letters he received from Bernie and Kay Futrell and Dr. & Mrs. George E. Clark opposing alcohol at the Wellness Center.

The following citizens made comments and were for alcohol at the Wellness Center:

Mr. Floyd Grant-asked that civic/social groups and non-profits be added to the group list wherein alcohol will be permitted at specific events.

Ms. Elaine Grant, representing Progressive Women's Guild-asked that the Progressive Women's Guild be added to the group list wherein alcohol will be permitted at specific events being they were the first to make a contribution to the facility.

The Board took a five-minute recess.

Chairman Carter reconvened the meeting.

A motion was made by James Hester and seconded by Fannie Greene to close the public hearing. All present voted yes.

A motion was made by James Hester and seconded by Chester Deloatch to reconvene regular session. All present voted yes.

A motion was made by Virginia Spruill and seconded by Fannie Greene to adopt and approve Option #1-no alcohol in Cultural and Wellness Center in Northampton County. All present voted yes.

Mr. Wayne Jenkins, County Manager, introduced the Cultural and Wellness Center Operations Plan Committee and gave a brief summary of the phases of the project and what was included in each phase. Mr. Jenkins advised the public that the facility will likely open for public use in mid-March with a ribbon cutting the first of March. Mr. Jenkins also advised the public that an open house would be held in late March or early April for the public.

Mr. Wayne Jenkins, County Manager, asked the public if they would be interested in having future forums around the county. The public agreed by applauding.

A motion was made by Virginia Spruill and seconded by Fannie Greene to adjourn. <u>All</u> present voted yes.

SEE SCANNED RESOLUTION AND LETTERS BELOW:



NORTHAMPTON COUNTY FARM BUR

JACKSON, NORTH CAROLINA 27845

January 30th, 2008

3 . . .

Northampton County Board of Commissioners PO Box 808 Jackson NC 27845

Dear Commissioners:

At our January 28th board meeting we were informed that you were considering offering the new Cultural and Wellness Center for rent to individuals or private groups for special events. Also being considered is the allowing of alcohol to be served at these events.

We feel to permit alcohol to be served on any county owned facility would send the wrong message to our children of whom were one of our primary reasons for constructing the Cultural and Wellness Center.

The Board voted unanimously to ask you to say NO to any proposal allowing the use of alcohol on any taxpayer owned facility in Northampton County.

We thank you for your attention on this matter. I am attaching a list of Board Members making this appeal to you.

Sincerely,

Helly Van

Kelly Vann

Northampton County Farm Bureau President

KV:jb

pc: Wayne Jenkins, Northampton County Manager, with attachment

-3377-

Mi W 24

Said Bitter

January 30, 2008

Mr. Wayne Jenkins and Northampton County Commissioners P. O. Box 808 Jackson, N.C. 27845

Dear Mr. Jenkins and County Commissioners:

We write this letter in protest of the use of alcohol in county-owned buildings such as the new Wellness Center in Jackson. Alcohol is not allowed in other county buildings and should not be allowed in this one.

We were under the impression the facility was to be used as a health and fitness center, and not to be rented for parties and social events.

Sincerely

Kay Labell Bernie & Kny Futrell 4871 NC Hwy 305 Rich Square, N.C. 27869



Junuary 25, 2008

To: Commissioners of Northempton County

Re: Alcohol on Wellness Center Property

Dear Commissioners,

When we agreed so build a Wellness Center, it was stated at the first planning meeting that no tax energy would be used. Instend, we would use Federal grants and loans for the project. These flunds allowed as use of siculation the property. We agreed. We used Federal money in good faith no this project. Now, we learn that we were actually building a country dub with different nulso—beat and switch at its best. We object. If this wound of our elected officials is not good, we citizens have made bad choices. We don't believe we did that. We do think our elected afficials should look at what they are proposing again. Better said, faster to Rev. Hester, Mr. Jenkins and Sheriff Viscent.

Also, since it is a Wellness Censer, it should be tobacco free. Pedraps there are other people here who agree with the original plan. Speak up!

Dr. & Mrs. George E. Clark Conway, NC 27820

Piceto substitute this letter for the one I sent you deted Jan. 25, 3008. Thank you

Bette Clark
(711) J. L. C. C. C. C. C.



January 25, 2008

To: Commissioners of Northempton Councy

Re: Alanhol on Wellness Center Property

Dear Commissioners,

When we agreed to boild a Wellness Certon, it was stated at the first planning meeting that no tax morey would be used. Instead, we would use Federal greats and leans for the project. These firsts allowed on use of alcehold on the property. We agreed. We used Federal money in good fash on this project. Now, we learn that we were actually building a country club with different rules—but and switch at about. We object. If the world of one elected officials can't good, we choose have made bad choices. We don't believe we did that. We do think our elected officials should look at what they are proposing again. Better still, listen to Rev. Hessor, Mr. Jenkins and Sheriff Vingus.

Also, since it is a Wellsess Center, it should be tobacco free and cuffeiested sodies should not be for sale there either.

Perhaps there are other people here who agree with the original plan. Speak up!

Dr. & Mrs. George E. Clark Conwey, NC 27820

S. Lorge E. Class.

Kimberly L. Targer, Clerk to the Board

"reconvened mtg. 02-07-08"



March 16, 2017

Northampton County 100 West Jefferson Street Jackson, NC 27845

Attention: Leslie Edwards

This letter is to confirm our understanding of the terms and objectives of this engagement and the nature and limitations of the services that will be provided by Greg W Isley, CPA, PA ("Firm").

The purpose of our engagement is to provide professional staffing to provide bookkeeping services to the finance officer of Northampton County ("the County") to the County in order assist the County in preparation of their monthly financial statements.

This engagement is not a preparation, compilation, review or audit engagement whereby any form of assurance will be provided on the County's financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise, preferably within senior management, to be responsible and accountable for overseeing our services as part of this engagement. By your signature below, you acknowledge that management agrees to evaluate the adequacy of, and accept responsibility for, the results of all the services performed as part of this agreement.

Our fees for this engagement shall be billed at \$210/hour for my staff and me who are CPA's and \$110/hour for my non-CPA staff, plus direct expenses. Travel time will be billed at fifty percent of the state rate. We understand the maximum billing under this contract is \$30,000; therefore, we will cease work on this contract if or when our billings reach \$30,000 unless an amendment occurs to increase the maximum billing under this contact. Payment for services is due when rendered and interim billings will be submitted as work progresses and expenses incurred, invoices will be rendered every two weeks and are payable upon presentation.

In addition, in the event our firm or any of its employees or agents is called as a witness or requested to provide any information (whether oral, written, or electronic) in any judicial, quasi-judicial, or administrative hearing or trial regarding information or communications that you have provided to this firm, or any documents and work papers prepared by Greg W isley, CPA, PA in accordance with the terms of this agreement, you agree to pay any and all reasonable expenses, including fees and costs for our time at the rates specified in our engagement letter, as well as any legal or other fees that we incur as a result of such appearance or production of documents.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions, including password protecting confidential documents. However, as email can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom it is directed and only to such parties, we cannot guarantee or warrant that email from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of email transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

Unless you indicate otherwise, our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have secured confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the

Northam	pton C	ounty
Jackson.	North	Carolin

Page 2 of 2

appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

It is our policy to keep records related to this engagement for five years. However, Greg W Isley CPA, PA does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

The Professional Staffing Contract Addendum is attached to and is made part of this engagement letter.

By your signature below, you acknowledge and agree that upon the expiration of the five-year period, Greg W Isley, CPA PA shall be free to destroy our records related to this engagement.

We appreciate the opportunity to be of service to you and believe this letter correctly expresses the significant terms of our engagement. If you have any questions please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me.

Cordially,

Greg W Isley, CPA, PA

Greg W Isley President

This letter correctly sets forth our understanding.

Acknowledged	and agreed	on behalf	of Northampt	on County,	North Carolina by
--------------	------------	-----------	--------------	------------	-------------------

Name:			
Title:			
Date:			

ADDENDUM ATTACHED TO AND MADE A PART OF

Professional Staffing Contract
(Identify Contract at Issue)

BETWEEN NORTHAMPTON COUNTY AND Greg W Isley, CPA, PA,
(Identify Party Contracting with County)

DATED March 16, 2017 (THE "AGREEMENT").

- One Instrument: Conflict. This Addendum and the Agreement to which this Addendum is attached shall be deemed one instrument. All capitalized terms used but not defined herein shall have the same meanings as are ascribed to such terms in the Agreement. If the terms of this Addendum conflict with the terms of the Agreement, the terms of this Addendum shall control.
- 2. Insurance. The Undersigned shall, at all times during the term of the Agreement, provide and maintain in force commercial general liability insurance covering bodily injury (including death) and property damage (including contractual liability covering the Undersigned's indemnity obligations) under a policy or policies providing combined single limit coverage of not less than One Million Dollars (\$1,000,000,000) for each occurrence with Two Million Dollars (\$2,000,000,000) coverage on an annual aggregate basis, together with worker's compensation and employer's liability insurance in such amounts as shall be required by law from time to time. At the request of Northampton County, the Undersigned shall obtain an endorsement on all such insurance naming Northampton County as additional insured. The Undersigned agrees that its insurance shall be primary with respect to any claim arising from or related to the performance or non-performance by the Undersigned of its obligations under the terms of the Agreement. At the request of Northampton County, the Undersigned shall deliver to Northampton County a Certificate from an insurance company licensed to do business in the State of North Carolina evidencing the required insurance coverage, which Certificate shall state that such insurance coverage may not be materially changed or cancelled without at least thirty (30) days prior written notice by certified mail to Northampton County.
- 3. Indemnity. The Undersigned shall defend and indemnify Northampton County against and hold Northampton County harmless from all claims, losses, liabilities, damages and expenses (including attorneys' fees) asserted against or incurred by Northampton County (a) arising from or related to any breach of the Agreement by the Undersigned, (b) any injury to or death of any person arising from or related to negligent acts or omissions or wrongful misconduct of the Undersigned or the Undersigned's agents, employees and contractors, and (c) loss of or damage to any property arising from or related to negligent acts or omissions or wrongful misconduct of the Undersigned or the Undersigned's agents, employees and contractors.
- 4. Governing Law and Consent to Jurisdiction. The Agreement shall be construed and enforced with the laws of the State of North Carolina notwithstanding its conflict of law principles. The Undersigned agrees that any legal action or proceeding arising out of or relating to the Agreement shall be instituted in the Superior Court of Northampton County, North Carolina. The Undersigned consents to the jurisdiction of such court and waives any objection relating to the basis for personal or in rem jurisdiction or to venue.

- 5. E-Verify Certification. Employers and their subcontractors with twenty-five (25) or more employees in the State of North Carolina as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with E-Verify requirements in order to contract with governmental units. E-Verify is a program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees. The Undersigned certifies that it is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. In addition, the Undersigned certifies that to the best of its knowledge, any subcontractors employed by it as a part of this Agreement are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. The Undersigned acknowledges and agrees that local governments are prohibited from contracting with persons or entities that do not comply with E-Verify requirements and that Northampton County is relying on the certifications set forth herein in order to contract with the Undersigned.
- 6. <u>Iran Divestment Act Certification.</u> Article 6e of Chapter 147 of the North Carolina General Statutes (the "Iran Divestment Act") 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: (i) when a bid is submitted, (ii) when a contract is entered into, and (iii) when a contract is renewed or assigned. The Iran Divestment Act requires that contractors with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina must <u>not</u> utilize any contractor found on the State Treasurer's Final Divestment List can be found on the State Treasurer's website and the address <u>www.nctreasurer.com/Iran</u> and is updated every 180 days. The Undersigned certifies that it is not listed on the Final Divestment List and that it will not utilize any contractor listed on the Final Divestment List and that it will not utilize any contractor listed on the Final Divestment List and that it will not utilize any contractor listed on
- Deletion and Unenforceability of Limitation of Liability Provisions. The Undersigned agrees that all provisions in the Agreement purporting to limit the liability of the Undersigned in any way are hereby deemed deleted and of no force and effect.
- Default Interest Rate. The default interest rate applicable to any amounts owed by Nash County under the Agreement shall not exceed eight percent (8%) per annum.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Undersigned and Nash County have caused this Addendum to be executed by their duly authorized representatives.

	Sley, CPA, PA The Wolley
By:	I me wosley
Name:	Greg W Isley
Title:	President
Date:	March 16, 2016
	MPTON COUNTY:
NORTHA By:	MPTON COUNTY:
Ву:	MPTON COUNTY:
	MPTON COUNTY:

Per NC.G.S. 159-28 (a) No. 159-28 (b) Finance Officer

F) APPSWPS1/EN/RHAMMASH COUNTY/CONTRACT REVIEW Standard Addendum docs

Citizens/Board Comments:

Chairman Carter called for Citizens Comments.

Mrs. Sandra Flythe, citizen, made comments in reference to Solar Farms in Northampton County.

Mrs. Debbie Davis, citizen, also made comments in reference to Solar Farms.

Mr. Albert Vann, citizen, made comments in reference to alcohol at the Wellness Center.

Mr. Kenneth Manuel, Mayor of Woodland, invited the Commissioners to the 2nd Annual Easter Parade on April 8, 2017, 2nd Annual Easter Egg Hunt on April 15, 2017, and May Day on May 6, 2017.

Chairman Carter called for Board Comments.

Commissioner Tyner made comments in reference to citizens' attendance at the meeting tonight and the phone calls with their comments.

Vice-Chairman Deloatch thanked everyone for coming and stated his number is listed.

Commissioner Greene made comments in reference to the Five County Forum and the fire in Raleigh, NC.

Commissioner Faulkner made comments in reference to citizens getting involved by having an application on file at the County Manager's office for vacancies on any Committees/ Boards within Northampton County. She also mentioned the meeting with Ms. Jada Drew on March 28, 2017.

Chairman Carter made comments in reference to the willingness to hold Public Forums. He also mentioned the ribbon cutting for the playground equipment at the Wellness Center on March 22 at 11 am.

A motion was made by Chester Deloatch and seconded by Fannie Greene to adjourn. <u>Question</u> <u>Called:</u> All present voting yes. <u>Motion carried.</u>

Komita Hendricks, Clerk to the Board "r.m. 03-20-17"

NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

Meeting Date :	04-03-2017				
Agenda Tab Number:	2				
Agenda Time:	10:00 am				
Presenter and/or Subject Matter:					
Approv	al of Closed Session Minutes for March 20, 2017				
	(omitted)				

Komita Hendricks

NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

Meeting Date :	04-03-2017					
Agenda Tab Number:	3					
Agenda Time:	10:00 am					
Presenter and/or Subject Matter:						
	Approval of Agenda for April 3, 2017					

Komita Hendricks

3 Approval of Agenda for April 3, 2017

The Northampton County Board of Commissioners will meet in Regular Session on Monday, April 3, 2017 at 10:00 a.m. in the Commissioners' Meeting Room located at 100 West Jefferson Street, Jackson, North Carolina. The purpose of the meeting is to conduct public business as indicated on the following agenda.

<u>TAB</u>	TIME	DESCRIPTION
	9:30	Work Session with Sen. Erica Smith-Ingram Rep. Michael Wray
	9:50	Agenda Work Session
1 2 3	10:00	Approval of Regular Meeting Minutes for March 20, 2017 Approval of Closed Session Minutes for March 20, 2017 Approval of Agenda for April 3, 2017
4	10:05	Mr. Andy Smith, Health Department Director1) Kinnser Software Inc. Contract2) NFP Coordinator
5	10:20	Mr. Jason Morris, Public Works Director Approval of Proposal and Agreement for Engineering and Surveying Services for the Squire Road Waterline Relocation Project
6	10:30	Ms. Kimberly Turner, County Manager 1) Introduction of Dr. Michael A. Elam, President of HCC 2) Managements Matters
7	10:50	Citizens/Board Comments
8	11:20	Closed Session G.S. 143-318.11 (a)(4)- EDC Report
9	11:40	Adjourn

NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

Meeting Date :	<u>04-03-2017</u>
Agenda Tab Number	:4
Agenda Time:	<u>10:05 am</u>
Presenter and/or Sub	ject Matter:
	Mr. Andy Smith, Health Department Director
	1) Kinnser Software Inc. Contract
	2) NFP Coordinator

Komita Hendricks

1) Kinnser Software Inc. Contract



NORTHAMPTON COUNTY HEALTH DEPARTMENT

9495 NC 305 HIGHWAY POST OFFICE BOX 635 JACKSON, NORTH CAROLINA 27845





DECISION PAPER

TO: Northampton County Board of County Commissioners

FROM: Northampton County Health Department

MEETING DATE: April 3, 2017

RE: Kinnser Software Inc. Contract

PURPOSE

The purpose of this decision paper is to request the Board of Commissioners' approval of the Kinnser Software contract for the Home Health Department.

FACTS:

- Northampton County's Home Health Agency currently has a contract with Brightree Home Health & Hospice, Inc. (formally CareAnyWare) to provide a secure web-based system for documentation.
- The Home Health agency currently pays an annual fee of \$31,500.00 (which equates to \$2,625.00 per month) for technical support and secured data documentation using the Brightree software. Kinnser's cost is \$2,520.00 per month.
- Brightree purchased the CareAnyWare agency in 2013; and since that time, there have been multiple issues with the data and technical support given from Brightree.
- 4. The proposed contract was sent to Scott McKellar, County Attorney, for review.

DISCUSSION:

Northampton County's Home Health Agency has an existing contract with Brightree Home Health & Hospice, Inc. to provide their documentation service through a secure, web-based system. Brightree purchased CareAnyWare in 2013; and since that time, there have been multiple issues with data and technical support. Brightree currently changes an annual fee of \$31,500.00 which equates to \$2,625.00 per month. Kinnser's monthly fee is \$2,520.00; therefore, the cost will be covered under the existing 2016-2017 budget. The proposed contract was sent to Scott McKellar, County Attorney, for review.

PHONE: (252) 534-5841

PHONE: (252) 534-1291 (Home Health)

FAX (252) 534-1207 Adm.

MAIN FAX: (252) 534-1045

RECOMMENDATIONS:

Non-concur_

The Northampton County Health Department's Home Health Agency recommends that the Commissioners approve the proposed contract between Northampton County's Home Health Agency and Kinnser Software, Inc. for the purpose of providing software services.

Respectfully submitted,

Andy Smith
Health Director

COORDINATION:

County Manager:

Concur Andread Spathin
Non-concur

Finance Director;

Concur Mith Comment

Concur With Comment

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KINNSER SOFTWARE, INC.

SERVICES AGREEMENT

This Services Agreement (this "Agreement") is entered into on the date set forth on the signature page to this Agreement (the "Effective Date") by Kinnser Software, Inc., a Delaware corporation ("Kinnser"), and the undersigned ("Subscriber").

RECITALS

Kinnser is a provider of solutions that support and help facilitate clinical and business operations of post-acute health care agencies. One of those solutions is providing web-based software as a service and related customer support for that service. On the terms and subject to the conditions set fairth in this Agreement, Subscriber desires to subscribe for and purchase services from Kinnser, and Kinnser desires to provide services to Subscriber, in each case as more fully described in this Agreement.

In consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Kinnser and Subscriber agree as follows:

AGREEMENT

Introduction. This Agreement describes the terms and conditions governing Subscriber's and Subscriber's Authorized Users' access to and use
of the Services. This Agreement includes the terms and conditions set forth in the body of this Agreement as well as any additional written terms and
conditions provided to Subscriber by Kinnser in connection with this Agreement, which may include written terms and conditions provided separately to Subscriber for the Services (including ordering, activation, or payment terms).

Definitions; Interpretation; Exhibits.

(a) <u>Definitions</u> Capitalized terms defined in the body of this Agreement have the meanings so given them. Each reference in this Agreement to a definition is a reference to a definition contained in this Agreement, unless the context expressly provides otherwise. Capitalized terms used in this Agreement and not otherwise defined in this Agreement have the following meanings:

"Affiliate" means, with respect to any person, any other person who, directly or indirectly (including through one or more intermediaries), controlled by, or is under common control with, such person.

"Agency Information Sheef" means the document titled "Agency Information Sheef" that is attached to, completed, and delivered to Kinsser in connection with the execution of this Agreement. Subscriber represents and certifies that the information set forth on the Agency Information Sheet is true, accurate, and complete at the time of entering into this Agreement. The Agency Information Sheet is hereby incorporated herein by reference.

"Applications" means the software, and any upgrades, enhancements, or new releases thereto, hosted by Kinnser and described more fully on Exhibit A (or any subsequently attached amendments, addenda, or exhibits).

"Authorized User" means (i) any natural person employed by Subscriber, (ii) any natural person bound by a legal obligation to comply with the terms and conditions of this Agreement in connection with such person's access to and use of the Services, (iii) Subscriber's bona fide correspondents and third-purty customers on behalf of whem Subscriber provides or will provide services to patients under one Medicare Provider Number, (iv) third-purty contractors that work for or provide services on behalf of the Subscriber, and (v) any entity to which Subscriber will provide contracting services to agencies from one physical location, in each case who is pentitted by Subscriber to access and use the Services.

"Business Associate Agreement" means the Business Associate Agreement in the form attached as Exhibit C.

"Customer Support" means the customer-support functions for the Services provided by Kinnser under this Agreement,

"intellectual Property Rights" means all rights in seed to U.S. and foreign (i) patents, patent disclosures, and inventions (whether patentable or not). (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing. (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other consideration information, and (v) all other intellectual property rights, in each case whether registered or unregistered and induding all registrations and applications for, and renewals and extensions of, such rights, and all similar or equivalent rights or forms or protection in any part of

"Kinnser Related Parties" means Kinnser's, Kinnser's Affiliates and Kinnser's Affiliates' stockholders, partners, members, officers, directors, managers, employees, independent contractors, agents, third-party providers, merchants, sponsors, distributors, suppliers, or licensors, and each of their successors and assigns.

"Kinnser Server" means the hardware owned or leased and operated by Kinnser and used by Kinnser to host the Services.

"License Order" means the License Order Agreement in the form attached as Exhibit B.

©Kinnser Software, Inc. All rights reserved Page 1 of 22 "Services" means all of the services provided by Kinnser under this Agreement, including (i) providing access to and use of the Applications over the Internet, an intranet, or other electronic means, (ii) any consulting, configuration, custom software development, interface development, or training services, (iii) the Customer Support, and (iv) any other services agreed to between Kinnser and Subscriber and set forth in an exhibit, addenda, or amendment to this Agreement.

"Subscriber Data" means content or other data originating from Subscriber, Subscriber's Authorized Users, or third parties on behalf of Subscriber.

- (b) Interpretation. For purposes of this Agreement, (i) the words "includes," and "including" are deemed to be followed by the words "without limitation," (ii) the word "or" is not exclusive, and (iii) the words "herein," "hereot," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement apply equally to both the singular and plural firms of the terms defined. Whenever the context requires, any pronoun includes the corresponding massuline, ferminine forms. Unless the context otherwise requires, references in this Agreement. (x) to Sections and Exhibits mean the Sections of and Exhibits attached to, this Agreement, (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended supplemented, and modified from time to time to the extent permitted by the provisions thereof, and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promalgated thereunder. This Agreement must be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
- (c) Exhibits. The Exhibits referred to in this Agreement must be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim in this Agreement. Subscriber acknowledges and agrees that, but for the execution of the License Order and the Business Associate Agreement. Kinnser would not have entered into this Agreement with Subscriber, and that any material breach of the License Order or Business Associate Agreement is considered to be a material breach of this Agreement. In the event of any conflict between the terms of an Exhibit and this Agreement, the terms of the Exhibit will supersede the terms of this Agreement.

Right to Access and Use the Services.

- (a) The Services are protected by trade secret, copyright, and other intellectual property laws. On the terms and subject to the conditions of this Agreement, and as long as Subscriber meets all applicable payment obligations and Subscriber and Subscriber's Authorized Users comply in all respects with the terms and conditions of this Agreement, Kinnser hereby grants to Subscriber and Subscriber's Authorized Users a personal, limited, revocable, nunexclusive, nontransferable right to access and use the Services during the Term. Only Subscriber and Subscriber's Authorized Users are granted the right to access and use the Services pursuant to this Agreement. The right to access and use the Services is limited to the purposes described in this Agreement. Kinnser reserves all other right in the Services. Any access, use, or alterapted access or use of the Services other than at expressly permitted in this Agreement is a material breach of this Agreement.
- (b) The right to access and use the Services is limited to the processing of information, the process of copying, entering, and organizing of Subscriber Data, recording information and Subscriber Data, and reporting or transcribing health care records in connection with the business of Subscriber. The right to access and use the Services may also be limited by restrictions set first belsewhere in the body of this Agreement or in exhibits or addenda attached to, or incorporated by reference into, this Agreement.
- (c) Subscriber must use commercially reasonable efforts to easure that each of Subscriber's Authorized Users complies in all respect with the terms and conditions of this Agreement. Subscriber must promptly report to Kinnser any actual or potential breach of this Agreement by any of Subscriber's Authorized Users, but in no event later than five days after becoming aware of the actual or potential breach.
- (d) Kinnser will provide the access codes or passwords necessary to access and use the Services only to (i) the persons identified as the "Primary Contact Person", "Secondary Contact Person", and "Billing Contact Person" on the Agency Information Shert; (ii) the majority or sole legal owner of the Subscriber; and (iii) those who execute a sworm statement satisfactory to Kinnser that documents or confirms that such person is authorized by Subscriber to obtain access codes or passwords on Subscriber's behalf. Subscriber is responsible for securely managing such access odes or passwords, and Subscriber trust contact Kinnser if Subscriber becomes aware of any unauthorized access to such access codes or passwords. Kinnser has the right but not the obligation to require a person listed in this paragraph to provide sufficient proof (in form and substance as reasonably requested by Kinnser) that such person is in fact that person and has authorization to obtain access codes or passwords on Subscriber's behalf, and Kinnser reserves the right to refuse to provide access codes or passwords to such person in its sole discretion. Subscriber must promptly notify Kinnser when any information changes on the Agency Information Sheet.
- (e) Neither Subscriber nor any of its Authorized Users may access or use, or permit any third party to access or use, the Services in any manner that violates any applicable law or regulation or this Agreement. Without limiting in any way the foregoing, Subscriber specifically agrees not to: (i) provide access to or give any part of the Services to any third party, (ii) reproduce, modify, copy, deconstruct, sell, trade, or resell all or any portion of the Agreement, (iii) make the Services available on any file-sharing, application-hosting, or similar service; (iv) attempt to access any other Kinesur systems that are not part of the Services; (v) excessively overload the systems used to provide the Services; (vi) interfere with or disrupt the systems used to provide the Services or services provided to other customers or dients of Kinnser; or (vii) access or use the Services to harm others or the Services.
- (f) Neither Subscriber nor any Authorized User may: (i) modify, translate, alter, adapt, reverse-engineer, decompile, disassemble, reproduce, distribute, or display, or create derivative works, compilations, or collective works based on any of the Applications; (ii) apply any process, technique, or procedure to ascertain or derive the source code to any of the Applications; (iii) userge any of the Applications with any other software or service; or (iv) publish, or otherwise provide to a third party, the results of any benchmark tests run on any of the Applications.
- (g) If Subscriber or any of Subscriber's Authorized Users violate any of the terms or conditions of this Agreement, then this Agreement and/or the right to access and use the Services may be terminated und/or suspended by Kinnser in its sole and absolute discretion.

Mobile and Tablet Devices.

- (a) Access to and use of the Services may be available through a compatible mobile or tablet device, which may require Internet access or software. Subscriber agrees that Subscriber is solely responsible for these requirements, including any applicable changes, updates, and fees as well as the terms of Subscriber's agreement with Subscriber's mobile or tablet device and telecommunications provider.
- (b) KINNSER MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (b) THE AVAILABBLITY OF TELECOMMUNICATION SERVICES FROM ANY PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (II) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (III) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
- 5. Feedback Kinnser may freely use feedback provided by Subscriber's Authorized Users. Kinnser may use the feedback suggestions, or ideas of Subscriber or Subscriber's Authorized Users in any way, including in future modifications of the Services, other products or services, or advertising or marketing materials. Subscriber hereby grants Kinnser a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback provided to Kinnser in any way.
- 6. Additional Terms, Other Services. Kinnser may communicate with Subscriber about other services provided by Kinnser. Subscriber may be offired other services, products, or promotions by Kinnser ("Other Kinnser Services"). Additional terms and conditions and fees may apply to the Other Kinnser Services. Subscriber grants Kinnser permission to use information about Subscriber's business and experience to help Kinnser to provide the Services or other services to Subscriber and to enhance the Services. Subscriber grants Kinnser permission to combine Subscriber's business data, if any, with that of others in a way that does not identify Subscriber or any individual personally. Subscriber also grants Kinnser permission to share or publish summary results relating to research data and to distribute or license such data to third parties.

Payment.

- (a) Subscriber will, in accordance with the terms of this Agreement, pay Kinnser an amount equal to (i) the amount of the "Professional Services Fee" set forth on Exhibit A and (ii) each month during the Term, the amount of the "Monthly Fee" set forth on Exhibit A (the "Monthly Fee" and, together with the "Professional Services Fee", the "Fees"). Subscriber also will pay Kinnser an amount equal to the amount of any other fees agreed to in writing by Kinnser and Subscriber. Subscriber acknowledges and agrees that, notwithstanding that the Monthly Fees are paid on a monthly basis, by entering into this Agreement, Subscriber is committing to pay to Kinnser, as they become due, the amount of all Fees scheduled to become due during the Term.
- (b) The Fees are net of, and Subscriber is responsible for and must pay, all sales, use, withholding excise, transfer, goods, and services taxes, value-added or other taxes, customs fees, in each case whether federal, state, provincial, local, foreign, or otherwise, that are levied or imposed by responsible for any increase in taxes due to changes in tax less or regulations or interpretations thereof. If Subscriber is exempt from the payment of any such taxes or fee, then Subscriber will provide Kinnser with a valid tax exemption certificate, otherwise, absent proof of Subscriber's direct payment of such taxes to the applicable taxing authority. Kinnser will invoice Subscriber for, and Subscriber will pay to Kinnser, the amount of all such taxes and fees.
- (c) If at any time there are overdue unpaid invoices, then Kinnser may elect to cease providing the Services under this Agreement, or deny access to or use of the Services, until all overdue unpaid invoices are paid in full, and such actions will not constitute a breach of this Agreement by Kinnser.
- (d) Prior to receiving access to the Services, Subscriber must (i) pay the Professional Services Fee, (ii) pay the Monthly Fee for the first month of the Term, and (iii) provide an e-mail address at which Subscriber may receive invoices.
- (e) If at any time the payment information for Subscriber on file with Kinnser is not accurate or complete, and Subscriber does not promptly notify Kinnser in writing when such payment information changes, then Kinnser may suspend or terminate the access to and use of the Services.
- (f) All payments are due on the date of Kinuser's invoice to Subscriber and are non-refundable. All payments must be made in U.S. dollars. If Kinuser does not receive the full amount of any payment within 30 days of the invoice date, then an amount equal to 1.5% of the unpaid balance (or, if such amount is not permitted under applicable law, an amount equal to the highest amount permitted under applicable law) will be added to the unpaid balance each month. The receipt or request for payment of such amounts will not prejudice Kinnser's rights with respect to Subscriber's failure to pay all amounts due on the date that they are due. Subscriber will also be liable for any and all attorney and collection fees arising from Kinnser's efforts to collect any unpaid balance of Subscriber's account. Invoices for Subscriber will be sent to the person identified as the "Billing Contact Person" on the Agency Information Sheet.
- (g) Kinnser reviews and adjusts its fees from time to time. After the Initial Term, and annually thereafter, fees may increase by an amount of up to 5% of Subscriber's current monthly fee. Kinnser will not concurrently apply this increase with an increase based on growth, as described in Exhibit A.
- 8. License Order: Business Associate Agreement. During the Term, Subscriber may be provided with access to certain web-based applications and software tusks of third-party licensors incorporated into the Services. Subscriber will execute and deliver to Kinnser a License Order, attached as Estable C, contemporaneously with the execution and delivery of this Agreement, Kinnser and Subscriber will execute and deliver a Business Associate Agreement, attached as Estable D, contemporaneously with the execution and delivery of this Agreement, which contemporaneously herewith provides for the rights, duties, and obligations of Kinnser and Subscriber regarding certain federal regulations governing protected health information.

Term and Termination.

OKinnser Software, Inc. All rights reserved Page 3 of 22

- (the "Initial Term"). Unless this Agreement is terminated in accordance with its terms, this Agreement will thereafter renew automatically on an annual basis (each a "Renewal Term"). The Initial Term and any Renewal Term are collectively referred to in this Agreement as the "Term." Either party may opt to not renew and thereby terminate this Agreement effective at the end of the Initial Term or any Renewal Term by providing the other party with written notice, at least 60 days prior to the end of the relevant Term, of the party's intent to not renew.
- (b) <u>Voluntary Termination by Kinnser.</u> Subject to the other terms of this Agreement, this Agreement may be terminated without penalty by Kinnser for any reason upon 90 days' prior written notice to Subscriber.
- (c) Termination for Breach. Either Kinnser or Subscriber may terminate this Agreement at any time if (i) the other is in material breach of any term of this Agreement and (ii) the other fields to remedy such breach within 30 days after written notice of such breach. Without limiting the generality of the foregoing, failure to make any payment to Kinnser when due is a material breach of this Agreement on the part of Subscriber.
- (d) Effect of Termination. Upon the termination of this Agreement, Kinnser may terminate Subscriber's ability to use the Services to create new data, and Subscriber acknowledges that at and after such time, Subscriber will no longer have the ability to use the Services to create new data. Subscriber will be granted read only access to existing Subscriber Data for a period of not greater than two years following termination of this Agreement.
- (e) Other Charges. Nothing in this Agreement will relieve Subscriber from its obligation and liability to pay for the Services accessed and used prior to the termination of this Agreement.
- (f) Survival. The provisions of Sections 2, 10, 12, 13, 14, 16, 19, 20, and 21 will survive the termination of the Agreement for any reason whatsoever.

10. Intellectual Property Rights.

- (a) The Applications. By this Agreement, neither Subscriber, any Authorized User of Subscriber, nor any other person obtains, by implications, estopped, or otherwise, any right, title, or interest in or to any of the Applications or any of the Intellectual Property Rights therein or any improvements thereto (including improvements arising out of or resulting from the Services) or any of the source code relating to the Applications all of which is and will remain the sole and exclusive property of Kinnser. Notwithstanding the foregoing, to the extent that Subscriber acquires any right, title, or interest in or to any of the Applications or any of the Intellectual Property Rights therein or any improvements thereto (including improvements arising out of or resulting from the Services) or any of the source code relating to the Applications or any derivative works relating to the Applications, Subscriber will execute, and to cause its representatives to execute, any assignment agreements or other instruments (in form and substance acceptable to Kinnser) assigning transferring and conveying to Kinnser all such right, title, and interest. This Agreement is not intended to be, and is not, a license or sale of any of the Applications. This Agreement does not grant Subscriber or any other person the right to copy any of the Applications.
- (b) No Work Made For Hire. No work to be performed by Kinnser under this Agreement consisting of copyrightable subject matter is or will be "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101, et. seq.).
- (c) Kinnser Server. Subscriber has no, and by this Agreement obtains no, right, title, or interest in or to the Kinnser Server, except to the extent necessary to access and use the Services in accordance with this Agreement.
- (d) Trademarks and Publicity. Subscriber admostledges and agrees that, by or under this Agreement, Subscriber acquires no rights in any trademarks, service marks, trade names, trade dress, logos, corporate names, or other similar designations of source or origin, of Kinnser. All such indemarks, service marks, trade names, trade dress, logos, corporate names, or domain names, or other similar designations of source or origin, are and will remain the property of Kinnser. Nothing contained in this Agreement may be construed as conferring to Subscriber any right to use in advertising, publicity, or other promotional activities any trademarks, service marks, trade names, trade names, logos, corporate names, or domain names, or other similar designations of source or origin, including any contraction, abbreviation, or simulation of any of the foregoing, of Kinnser.

11. Service Level Agreement.

(a) Kinnser will make the Services reasonably available during the Term; provided, however, that Subscriber acknowledges and agrees that, from time to time, the Services or the Subscriber Data may be inaccessible or inoperable for the following reasons: (i) equipment multimetions; (ii) periodic maintenance; or (iii) catastrophic events beyond the control of Kinnser or that are not reasonably foreseable by Kinnser, including interruption or failure of telecommunication or digital communication links or hostile network attacks (collectively referred to as "Downtime"). Kinnser will use commercially reasonable efforts to provide not less than 24 hours advance notice to Subscriber prior to any scheduled Downtime.

- (b) Subscriber will acquire, install, maintain, and configure any and all software, hardware, peripheral devices, operating systems, unlity programs, licensed connections, and/or services required by Subscriber to access and use the Services.
- (c) Subscriber will maintain intranet, Internet, LAN, and/or WAN network connections (collectively, the "Network") that are reliable and have sufficient available bandwidth to allow Subscriber to access and use the Services to Subscriber's satisfaction.
- (d) Kinnser reserves the right, in its sole discretion, to make changes, updates, or enhancements to, as well as to suspend or remove functionalities or features of, the Services.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.

- CUPPORT, THE APPLICATIONS, AND ANY RELATED CONTENT OR DATA, AND ALL COMPONENTS THEREOF, IS ENTIRELY AT SUBSCRIBER'S OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KINNSER AND THE KINNSER RELATED PARTIES DISCLAIM ALL WARRANTES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABLITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY, OR CONTENT IN OR LINKED TO THE SERVICES, OR WARRANTIES WITH RESPECT TO THE ABILITY TO USE THE SERVICES, INCLUDING THE INFORMATION, DATA, SOFTWARE, APPLICATIONS, OR PRODUCTS CONTAINED THEREOF OR THE RESULTS OBTAINED BY THEIR USE OR AS TO THE PERFORMANCE THEREOF. KINNSER AND THE KINNSER RELATED PARTIES DO NOT WARRANT THAT THE SERVICES ARE FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT, OR DESTRUCTION, KINNSER AND THE KINNSER RELATED PARTIES MAKE NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM ACCESSING AND USING THE SERVICES, OR AS TO THE ACCURACY, CONFLETENESS, RELIABILITY, OR CURRENCY OF THE SERVICES, KINNSER AND THE KINNSER RELATED PARTIES DO NOT GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS, OR COMPLETENESS OF THE SERVICES, INCLUDING THE CUSTOMER SUPPORT, THE APPLICATIONS, THE DATA, OR ANY COMPONENT THEREOF. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO SUBSCRIBER, ANY IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER. KINNSER AND THE KINNSER RELATED PARTIES DISCLAIM ANY REPRESENTATIONS OR WARRANTEES THAT USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.
- (b) LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WHATSOEVER WILL KINNSER OR THE KINNSER RELATED PARTIES BE LIABLE FOR (I) ANY INDIRECT, SPECIAL INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOST TIME, OR GOODWILL, (II) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, OR SPYWARE, OR (IID DAMAGES FOR ANY ERRORS, OMISSIONS, OR DELAYS IN ACCESS TO OR USE OF THE SERVICES OR FOR ANY DOWNTIME EXPERIENCED BY SUBSCRIBER OR ITS AUTHORIZED USERS, IN EACH CASE EVEN IF KINNSER OR THE KINNSER RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER THE DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, IN NO EVENT WILL THE MAXIMUM CUMULATIVE LIABILITY OF KINNSER AND THE KINNSER RELATED PARTIES IN CONNECTION WITH THE SERVICES OR OTHERWISE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEED THE FEES PAID BY SUBSCRIBER TO KINNSER UNDER THIS AGREEMENT FOR THE SERVICES IN THE TWELVE MONTHS PRIOR TO THE MONTH SUCH LIABILITY IS ALLEGED TO HAVE ARISEN THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF KINNSER AND THE KINNSER RELATED PARTIES AND SUBSCRIBER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE AND ACCESS OF THE SERVICES, SUBSCRIBER ACKNOWLEDGES THAT THE FEES PAID BY SUBSCRIBER REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER KINNSER NOR SUBSCRIBER WOULD HAVE ENTERED INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON LIABILITY. THESE LIMITATIONS APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, KINNSER AND THE KINNSER RELATED PARTIES WILL NOT BE LIABLE FOR ANY CLAIMS AGAINST SUBSCRIBER BY THIRD PARTIES. KINNSER WILL HAVE NO OBLIGATION ARISING OUT OF OR RELATING TO INCOMPLETE OR INACCURATE SUBSCRIBER DATA SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IT HAS RELIED ON NO REPRESENTATIONS OR WARRANTIES OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, TUTORIALS OR DEMONSTRATIONS PROVIDED TO SUBSCRIBER PRIOR TO THE EFFECTIVE DATE ARE FOR EXAMPLE OR DEMONSTRATION PURPOSES ONLY. THE PROVISIONS OF THIS SECTION 12(B) WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT, NO EMPLOYEE, CONTRACTOR, REPRESENTATIVE, OR AGENT OF KINNSER IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THE WARRANTIES OF KINNSER SET FORTH IN THIS AGREEMENT.

13. Indemnification; Indemnification Procedures.

(a) Indemnification. On the terms and subject to the conditions set forth in this Section 13. Subscriber will indemnify, hold harmless, and defend Kinnser and each of the Kinnser Related Parties (each, an "indemnified Party" and, collectively, the "indemnified Parties") against any and all losses, daranges, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and court costs, that are incurred by an lederanified Party or awarded against Indemnified Party (collectively, "Lasses"), arising out of, connected with, or resulting in any way from any third-party claims: (i) alleging breach or non-fulfillment of any representation, warranty, covenant, or other agreement of Subscriber set forth in this Agreement, (ii) based on the access to or use of the Services by Subscriber, any of Subscriber's Authorized Users, or any other person using Subscriber's account or access information; (iii) alleging any negligent or more culpible act or offices or Subscriber's Authorized Users (including any reckless or willful misconduct) in connection with the performance of obligations under this Agreement or the use of the Services (iv) alleging any badily injury, death of any person, or darange to real or tangible personal property caused by the negligent or more culpible acts or omissions of Subscriber or Subscriber's Authorized Users (including any reckless or willful misconduct); or (v) alleging any failure by Subscriber to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement or the use of the Services.

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Notwithstanding the foregoing, if Subscriber is a governmental entity subject to statutory limitations that apply to this Section 13, then Subscriber will indeemify, hold harmless, and defend the indemnified Parties as contemplated by this Section 13 to the fallest extent permitted by the applicable statutory limitations.

(b) Indemnification Procedures.

- (i) The Indemnified Party (or the Indemnified Parties, if applicable) will give Subscriber prompt written notice of any Losses or discovery of facts on which an Indemnified Party intends to base a request for indemnification under Section 13(a) (a "Claim Notice"). An Indemnified Party failure to provide a Claim Notice to Subscriber pursuant to this Section 13(b)(i) does not referve Subscriber of any liability that Subscriber may have to any Indemnified Party, but in no event will Subscriber be liable for any costs of Losses that result directly from a delay in providing a Claim Notice if the delay materially prejudices the defense of the related third-party claim. Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related Losses (to the extent that the nature and amount of the Losses are known at the time). The Indemnified Party (or the Indemnified Parties, if applicable) will farmish promptly to Subscriber copies of all papers and official documents received in respect of any Losses. Subscriber's duty to defend applies immediately, regardless of whether any Indemnified Party has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any third-party claim.
- (ii) Subscriber may assume, at its sole option, control of the defense, appeal, or settlement of say third-party claim that is reasonably likely to give rise to an indemnification claim under Sestion 13(a) (an "Indemnified Claim") by sending written notice of the assumption to the Indemnified Parties on or before the date that is five business days after receipt of a Claim Notice to acknowledge responsibility for the defense of such Indemnified Claim and undertake, conduct, and control, through reputable independent counsel of its own choosing (that is reasonably satisfactory to the Indemnified Parties) and at Subscriber's sole expense, the settlement or defense thereof.
- (iii) If Subscriber assumes control of the defense pursuant to Section 13(b)(ii), then the Indemnified Parties: (A) will fully cooperate with Subscriber in connection therewith; and (B) may employ, at any time, separate counsel to represent any of them; provided, that the Indemnified Parties are solely responsible for the expenses of any such separate counsel.
- (iv) Notwithstanding anything to the contrary in this Section 13, the Indemnified Parties are entitled to defend an Indemnified Claim with coursel of their own choosing and without the porticipation of Subscriber if: (A) the Indemnified Claim is one for which the Indemnified Parties properly gave Subscriber a Claim Notice pursuant to Section 13(h)(i), and Subscriber fails to assume the defense or refuses to defend the Indemnified Claim pursuant to Section 13(h)(ii); or (B) the Indemnified Claim seeks only an injunction or other equitable relief against an Indemnified Party.
- (v) If the Indomnified Parties assume control of the defense pursuant to Section 13(b)(iv), then Subscriber must. (A) reimburse the Indomnified Parties promptly and periodically for the costs properly incurred in defending against the Indomnified Claim (including reasonable attorneys* fees and expenses); and (B) remain responsible to Indomnified Parties for any Losses indemnified under this Section 13:
- (vi) Subscriber will give prompt written notice to the Indemnified Parties of any proposed settlement of an Indemnified Chairn. Subscriber may not, without the prior written consent of the Indemnified Parties, settle or compromise any claim or consent to the entry of any judgment with respect to which indemnification is being sought bereunder unless such settlement, compromise, or consent: (A) includes an unconditional release of the Indemnified Parties from all liability arising out of such claim; (B) does not contain any admission or statement suggesting any wrongdoing or liability on behalf of any Indemnified Party, and (C) does not contain any equitable order, judgment, or term (other than the fact of payment or the amount of such payment) that in any manner affects, restnains, or interferes with the business of any Indemnified Party.
- (vii) The Indemnified Parties may not settle or compromise any claim or consent to the entry of any judgment with respect to which it is seeking indemnification hereunder without the prior written consent of Subscriber, which Subscriber may not unreasonably withhold, condition, or detay, unless: (A) if the Indemnified Claim is one for which the Indemnified Parties properly gave Subscriber a Claim Notice pursuant to Section 13(b)(i), and Subscriber fails to assume the defense or refuses to defend the Indemnified Claim pursuant to Section 13(b)(ii); or (B) such settlement, compromise, or consent: (1) includes an unconditional release of Subscriber from all liability arising our of such claim (2) does not contain any admission or statement suggesting any wrongdoing or liability on behalf of Subscriber; and (3) does not contain any equitable order, judgment, or term (other than the fact of payment or the amount of such payment) that in any manner affects, restrains, or interferes with the business of Subscriber.

Confidentiality.

- (a) Confidential Information: "Confidential Information" means all non-public or proprietary information treated as confidential by Kinnser, whether disclosed onally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," including (i) the existence of this Agreement and this Agreement and its terms, including all terms with respect to the Fees, (ii) the Services, the Applications, all documentation provided by Kinnser in connection therewish, and all screens and formats used in connection therewish, (iii) unpatiented inventions, ideas, methods, and discoveries, trade secrets, know-how, and other confidential intellectual property of Kinnser, (iv) designs, specifications, documentation, components, source code, object code, images, tones, undervisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing, (v) any third-party confidential information included with, or incorporated in, any information provided by Kinnser, and (vi) all notes, analyses, compilations, repeated by Subscriber or its Authorized Users that contain, reflect, or are derived from, in whole or in part, any of the foregoing ("Notes"). Except as required by applicable federal, state, or local law or regulation, Confidential Information does not include information that, at the time of disclosure: (i) is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Agreement; (ii) is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Agreement; (ii) is, or thereafter becomes, available to the Subscriber on a nonconfidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such information; or (iii) was known by or in the possession of
- (b) Obligations. Subscriber acknowledges and agrees that Subscriber or Subscriber's Authorized Users may gain access to or become familiar with Confidential Information. Except as set forth in Section 14(c). Subscriber will, and will cause Subscriber's Authorized Users to: (i) protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care as the Subscriber would protect its own confidential

©Kinnser Software, Inc. All rights reserved Page 6 of 22 information, but in no event with less than a continercially reasonable degree of care; (ii) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than to access and use the Services in accordance with this Agreement, or otherwise in any manner to Kinnser's detriment; (iii) safeguard and protect any and all access codes or passwords necessary to access and use the Services; (iv) respect the integrity of, and not circumvent not access and use the Services; (iv) respect the integrity of, and not circumvent not access and use the Services; and (v) not, without the prior written consent of Kinnser (which consent may be writineld by Kinnser in Kinnser's sole and absolute discretion) publish, disclose, digitacy, provide access to, or otherwise make available any Confidential Information to any person or entity, except Subscriber's Authorized Users, employees, or agents who (A) need to know the Confidential Information to assist Subscriber, or act on its behalf in exerction; its rights or performing its obligations under this Agreement. (B) are informed by Subscriber of the confidential acture of the Confidential Information, and (C) are subject to confidentiality duries or obligations that are no less restrictive than the terms and conditions of this Agreement. Without limiting in any way the foregoing, without the prior written consent of Kinnser (which consent may be withheld by Kinnser in Kinnser's sole and absolute discretion), Subscriber may not disclose the fact that Subscriber has access to or uses the Services in any advertising or promotional materials. Subscriber will be responsible for any breach of this Section 14(b) caused by any of its Authorized Users or such employees or agents.

- (c) <u>Required Disclosure</u>. Subscriber may disclose the Confidential Information pursuant to applicable federal, state, or local law or regulation, or a valid order issued by a court or governmental agency of competent jurisdiction (a "<u>Legal Order</u>"), provided that Subscriber first provides Kinnser with: (i) prompt written notice of such requirement so that Kinnser may seek a protective order or other remedy; and (ii) reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure.
- (d) Return or Destruction of Confidential Information. On the termination of this Agreement, or at any time during or after the termination of this Agreement at Kinnser's written request, Subscriber must promptly return to Kinnser all copies, whether in written, electronic, or other form or media, of the Confidential Information, or destroy all such copies and certify in writing to Kinnser that such copies have been destroyed. No exhaust a destroyed all copies of any Notes and certify in writing to Kinnser that such copies have been destroyed. No exhaust a destroyed and certify in writing to Kinnser that such copies have been destroyed. No exhaust and destroyed No exhaust a decision to terminate this Agreement with Kinnser; (ii) as may be required to comply with Subscriber's internal record-keeping policies or any applicable federal, state, or local law, regulation, or regulatory authority to which it is subject; or (iii) that are maintained as archive copies on Subscriber's disaster recovery and/or information technology backup systems. Such copies will be destroyed upon the normal expension of Subscriber's backup files. Subscriber and Subscriber's Authorized Users, employees, and agents will continue to be bound by the terms and conditions of Section 14(b) with respect to any such Confidential Information retained in accordance with this Section 14(b).
- (e) No Derivative or Competitive Products. Under no circumstances may Subscriber use or disclose the Confidential Information, the Services, or the Applications, or the information contained therein or results derived therefrom, to assist in the development of a product or service in any format similar to, or which could be competitive with, the Services or the Applications.
- (f) Remedies. Subscriber acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Section 14 by Subscriber or Subscriber's Authorized Users, employees, or agents. Therefore, in addition to all other remedies available at law (which Kinnser does not waive by the exercise of any rights under this Agreement), Kinnser will be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and Subscriber hereby waives any requirement for the securing or posting of any bond or the showing of actual mosestary damages in connection with such claim.
- (g) Threatened Breach: Assurances. If Kinnser, reasonably and in good faith, determines that there is a material risk that this Section 14 will be breached, then it may demand immediately assurances from Subscriber satisfactory to Kinnser that this Section 14 will not be breached. If such immediately assurances cannot be provided, then Kinnser may, but is not obligated to, take such steps as it deems necessary, including suspending access to or use of the Services or terminating this Agreement.

Subscriber Data

- (a) Subscriber will own all right, title, and interest in and to all Subscriber Data, and Kinnser will own none of such right, title, or interest. Subscriber is solely responsible for (i) providing the Subscriber Data, (iii) verifying the accuracy and completeness of the Subscriber Data for use in the Services, (iii) the creation of Subscriber's own data forms utilizing Kinnser's base form templates, and (iv) all other materials uploaded, posted, or stored through Data and to provide the Subscriber Data and that provision of the Subscriber Data is and will have all necessary right, title, and interest in and to the Subscriber Data and that provision of the Subscriber Data is and will be in compliance with all applicable laws, rules, and regulations pertaining to the Subscriber Data. Subscriber Data Subscriber Data Subscriber must provide all required and appropriate warnings, information, and disclosures with respect to the Subscriber Data. Kinnser is not responsible for the Subscriber Data submitted through the Services.
- (b) Subscriber will not use, and will cause Subscriber's Authorized Users not to use, and will not permit any other third party to use, the Services to upload, post, distribute, link to, publish, reproduce, ergage in, or transmit any of the following: (i) illegal, fraudulent, defarming, obscene, pornographic, profine, threatening abusive, hareful, hanssing, offensive, imappropriate, or local information or communications of any kind, including conduct that would encourage "flaming" others, or criminal or civil liability under any local, state, federal, or foreign law, (ii) content that would impersonate someone eise or falsely represent Subscriber's identity or qualifications, or that constitutes a breach of any individual's privacy; (iii) investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication, or engage in spanning or flooding, (iv) virus, trojan horse, worm, or other disruptive or harmful software or data; or (v) any information, software, or content that is not legally Subscriber's and without permission from the captyright owner or intellectual property rights owner.
- 16. Professional Responsibility. Subscriber acknowledges and agrees that the professional duty to a patient in providing health care services lies solely with the health care professional providing the patient-care services. As between Kinnser and Subscriber, Subscriber assumes and takes full responsibility for the use of information and Subscriber Data through the Services in connection with the patient-care services by Subscriber or its Authorized Users, Clinical information, if any, provided to or obtained from the Services is intended only as a supplement to, and not a substitute for, the knowledge, expertise, and judgment of professional personnel. Kinnser disclaims all liability for the use of all information provided by, and the results obtained from the Services by professional exclavare, Inc. All rights reserved.
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personnel. Kinnser and Kinnser's Affiliates, and each of their stockholders, partners, members, beneficial owners, officers, directors, managers, employees, agents, and other representatives, are not liable for the actions of Subscriber or Subscriber's Authorized Users that may result in any liability due to malgractice or failure to warn. Kinnser provides no medical or other professional arivine in connection with this Agreement, the Services, or the information contained therein or related thereto. Subscriber acknowledges and agrees that a licensed professional is responsible for independently reaching any medical or other professional judgment, and for any resulting diagnosis and treatments, notwithstanding any use of the Services or any information provided thereto or obtained therefrom. The absence of a warning in the Services for a given drug or drug combination should not be construed to indicate that the drug or drug combination is safe, appropriate, or effective in any given patient, and Kinnser expressly denies any liability therefor.

- 17. Compliance with Applicable Laws. Kinnser will provide the Services in material compliance with all federal, state, and local laws applicable to Kinnser's provision of such Services. While the Services have been designed to be compliant with Health Insurance Portability and Accountability Act of 1996 ("HPAA"), the Health Information Technology for Economic and Clinical Health Act (the "HEECH Act"), and all relevant regulations, Subscriber is sofely responsible for use of the Services and the information contained therein and the results derived therefrom in compliance with HIPAA, the HITECH Act, and all other applicable federal, state, or provincial, and local laws, rules, and regulations. Subscriber acknowledges and agrees that the Services, and the underlying software, may include U.S. technical data subject to restrictions under export control laws and regulations administered by the United States government. Subscriber will comply with these laws and regulations, and will not export or re-export any part of the Services, in violation of these laws and regulations, directly or indirectly.
- 18. Insurance. Subscriber must maintain, at all times during the Term, at Subscriber's sole cost and expense, insurance in types and amounts sufficient to (a) cover and implement Subscriber's obligations and contingent liabilities under this Agreement and (b) comply with applicable laws, rules, or regulations.
- 19. Certain Representations and Warmanies of the Parties. Each party hereby represents and warmans to the other party as follows: (a) such party is duly organized, validly existing, and in good standing under the laws of the jurisdiction of such party's organization; (b) such party has all requisite organizational power and authority to perform such party's obligations under this Agreement; (c) all action on the part of such party to authorize the approval, execution, and delivery of this Agreement has been taken; and (d) this Agreement, when executed and delivered by the other party, will constitute the valid and legally binding obligation of such party, enforceable against such party in accordance with its terms except (i) as limited by applicable backruptey, insolvency, reorganization, moratorium, finadulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief; or other equitable remedies.

Dispute Resolution.

- (a) Mediation. Any dispute between Kinnser and Subscriber arising under or relating to this Agreement or its subject matter that cannot be resolved by the parties themselves must first be submitted to mediation, administered by and conducted in accordance with the Rules of Commercial Mediation of the American Arbitration Association. Each party will bear its own costs in the mediation, including atterneys' fees, and one-half the cost of the mediator.
- (b) Enforcement. Notwithstanding the provisions of this Section 20, any action by Kinnser to enforce its rights under Sections 10 or 14, or to enjoin any infringement of any intellectual property rights of Kinnser, may be commenced in the state or federal courts of Texas.

21. Miscellaneous

- (a) <u>Attorneys' Fees.</u> Except as otherwise provided in this Agreement, if any party institutes any legal suit, action, or proceeding including arbitration, against the other party to enforce the covenants contained in this Agreement (or obtain any other remedy in respect of any breach of this Agreement or arising out of or relating to this Agreement), then the prevailing party in the suit, action, or proceeding will be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.
- (b) Cumulative Remedies. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
- (c) Waiver. No waiver by any party of any of the provisions of this Agreement will be effective unless explicitly set faith in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power, or privilege under this Agreement proclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The waiver by any party of any breach will not be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.
- (d) Equitable Remedies. Without limiting in any way any other provision of this Agreement, each party acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreperable harm to the other party for which monetary damages would not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, the other party will, in addition to any and all other rights and remedies that may be available to such party in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to gost bond).
- (e) Non-Exclusivity. This does not create an exclusive relationship between Kinnser and Subscriber. Subscriber is entitled to use other persons to perform services similar to the Services. And Kinnser may provide any other goods or services to any other person.

- (f) Relationship of the Parties. Nothing in this Agreement may be construed to create a joint venture or partnership between the parties or an employee-employer or principal-agent relationship between the parties. The relationship created by this Agreement is that of independent contractor. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party. Neither party may represent to any other person, or assert in any form or forum, anything to the contrary.
- (g) Non-Solicitation. Neither party will, during the Term and for a period of one year thereafter, except with the other party's prior written consent, hire, engage, solicit, or offer employment or engagement, directly or indirectly, to any employee of the other party, except pursuant to a general solicitation that is not directed specifically to any such employee, provided; however, that this Section 21(g) does not prevent or restrict in any way either party from (a) hiring any person whose employment was terminated by the other party or (b) after 180 days from the date of termination, hiring any person whose employment was terminated by such person.
- (b) Successor and Assigns; Assignment. Subscriber may not assign, transfer, or delegate any of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not Subscriber is the surviving organization, and including reverse-triangular mergers), operation of law, or otherwise, without the prior written consent of Kinnser. Any purported assignment or delegation in violation of this Section 21(h) will be null and void ab initio. IN ANY EVENT, NO SUCH ASSIGNMENT OR DELEGATION WILL RELIEVE SUBSCRIBER OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING PAYMENT OF ANY OUTSTANDING BALANCE THAT SUBSCRIBER OWES TO KINNSER. For purposes of this Section 21(h), "change of control" means the sale or transfer, in a single transaction or series of related transactions, of more than 50% of the outstanding securities of Subscriber having more than 50% of the outstanding voting power of Subscriber. However, Kinnser may assign, transfer, or delegate all of its rights and obligations under this Agreement at any time, voluntarily or involuntarily, without the approval or consent of Subscriber, to (i) an Affiliate of Kinnser, (ii) another passon or entity in connection with a sale of Kinnser's assets, or (iii) a successor by merger. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of the parties and their respective permitted successors and permitted assigns.

(i) Intentionally omitted.

(j) Submission to Jurisdiction. Subject to Section 20, any legal suit, action, or proceeding arising out of or based upon or relating to this Agreement or the transactions contemplated by this Agreement must be instituted only in the federal courts of the United States of America or the state courts of the State of North Carolina, and each party irrevocably submiss to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such suit, action, or proceeding. Service of process, summors, notice, or other document by certified muil to such party's address set forth on the signature page to this Agreement (or such other address for a party provided in accordance with this Agreement) will be effective service of process for any suit, action, or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

(k) Intentionally emitted.

- (l) Notices: Any notice, request, consent, claim, demand, waiver, or other communication under this Agreement (each, a "Notice") must be in writing and addressed to the receiving party at the addresses set forth on the signature page to this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section 21(1)). Each Notice will be deemed duly given either (i) two days after the date of mailing if sent by registered or certified mail, return receipt requested or (ii) one day after the date of mailing if sent by a national overnight courier service.
- (m) Force Majeure. No party will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for Subscriber's obligations to make payments to Kinnser under this Agreement), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including: (i) acts of God; (ii) flood, fire, earthquake, explosion, or severe or adverse weather conditions; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil urnest; (iv) government order or law; (v) actions, embargoes, or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority: (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns, or other industrial disturbences; (ix) communications line failure or shortage of adequate power or transportation facilities; or (x) any Downtime (each, a "Force Majeure Event"). The party suffering a Force Majeure Event must give notice to the other party stating the period of time the occurrence is expected to continue and must use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
 - (n) Headings. The headings in this Agreement are for convenience and reference only and will not affect the interpretation of this

Agreement.

(o) Entire Agreement. This Agreement, together with any other documents incorporated berein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter of this Agreement, and supersects all prior and contemporaneous discussions, understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

- (p) <u>Amendment and Modification</u>. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by Kinnser and Subscriber.
- (q) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, then (i) such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction and (ii) such term or provision will be excluded from this Agreement and the halance of this Agreement must be interpreted as if such term or provision we so excluded and will be enforceable in accordance with its terms. Notwithstanding the foregoing, upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a matually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

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- (r) No Third-Party Beneficiaries. Except as set forth in Section 13, or as otherwise expressly provided in this Agreement, this Agreement is for the sole benefit of the perties and their respective permitted successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- (s) Time of the Essence. Time is of the essence with respect to each provision of this Agreement in which a definite time for performance is specified; provided, however, that the foregoing must not be construed to limit or deprive a party of the benefits of any grace or use period provided for in this Agreement.
- (t) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

as with east writing, the panies have executed and derivered t	ns Agreement as of, 20
If Subscriber is not a natural person, then the natural person actual hereby represents and warrants to Kinnser that such natural person is authorized person set forth in the signature block of Subscriber is the true and correct title of	by executing this Agreement on behalf of Subscriber, by executing this Agreement, d to execute this Agreement on behalf of Subscriber and that the title of such natural functional person.
SUBSCRIBER:	LICENSOR:
Northampton County, North Carolina, by an through its agency, the Northampton County Home Health Agency	KINNSER SOFTWARE, INC.
Signed Smith	Signed:
Printed Name:	Printed Name:
Andy Smith	Ben Chapman
Title:	Title:
Health Director	Vice President of Sales
Address:	Address:
9495 NC 305 Hwy	2600 Via Fortuna
(P.O. Box 635)	Suite 150
Jackson, NC 27845	Austin, TX 78746
Contact:	
anneke.revelle@nhcnc.net (252) 534-1291	

EXHIBIT A

- Product: Kinnser owns and grants certain rights to subscribe to its Application(s) as described in the accompanying Services
 Agreement (the "Agreement"). Subscriber will utilize the products as set forth in this Exhibit A (each a "Product" and
 hereinafter collectively referred to as the "Products").
- Services and Pricing: Kinnser will provide support, hosting, and other functions and services necessary for the Subscriber's
 appropriate and robust utilization of the Products ("Associated Services"). These Associated Services are incorporated
 into the definition of "Services" in the Agreement.
 - a. Professional Services Fee and Payment Terms: The Kinnser Professional Services Fee is estimated below:

Professional Services	# Locations	Unit Price	Extended Amount	
On-Site Set-Up and Training - Agency Manager	1	\$4,000	S	4,000
Discount is based on product mix and volume.		Discount:	- S	2,000
		Total:	S	2,000

Professional Services Fees will be collected upon signing and invoiced on Subscriber's training date. If Subscriber wishes to cancel or reschedule a scheduled training, it must do so in accordance with this provision to avoid cancellation penalties. Training not canceled or rescheduled on or before the tenth business day prior to the scheduled training date will be subject to all non-refundable costs incurred by Kinnser. Non-refundable costs will include but are not limited to travel, hotel, transportation, and related fees and expenses evidenced by Kinnser's records.

b. Monthly Fees, Census, Locations, and Payment Terms: Monthly Fees correspond to the Products utilized by Subscriber and are based on patient census and number of locations. Information about Subscriber's initial patient census, number of locations, and Monthly Fees are as follows:

Kinnser Products	Census Tier (Up to #)	Locations*	Monthly Fee	
Kinnser Agency Manager ⁷⁸	100	_ 1	\$	2,200
Kinnser RiskPoint	100	N/A	\$	400
Kinnser Link ^{re}	001	N/A	\$	200
Kinnser PPS+ Oasis Analyzer	N/A	1	\$	450
Discount is based on product mix and volume. Discount:			- \$	730
 Locations include NPI and Branch Locations 		Total:	\$	2,520

The first month's Monthly Fee will be collected upon signing and invoiced on Subscriber's training date. Monthly Fees will be invoiced monthly once initial training is complete and are due upon receipt of the invoice by the Subscriber.

Kinnser will calculate Subscriber's census annually. Kinnser will average Subscriber's census over the previous three months using data derived from Kinnser Products. If Kinnser determines that Subscriber's census has increased enough to move Subscriber into a higher census range, Subscriber's Monthly Fees will be increased according to the Products that Subscriber utilizes. Notwithstanding the above, Kinnser reserves the right to implement increases to its Monthly Fees during the Initial Term if the initial census documented above is below Subscriber's actual census. Subscriber's Monthly Fees also may be adjusted based on section 7(g) of the Service Agreement.

Census and Location price increases for Kinnser Products:

Kinnser Product	Location Increase (NPI or Branch)	Greater than 100 patient census
Agency Manager™	\$1,000	\$500 per increment of 50 patients
RiskPoint	N/A	\$200 per increment of 50 patients
Link**	N/A	\$42 per increment of 50 patients
PPS+ Oasis Analyzer	\$450	

- 3. <u>Definitions</u>: Capitalized terms used but not defined in this <u>Exhibit A</u> have meanings ascribed in the Agreement.
- 4. Term: The Initial Term is 12 months.

Pricing contained herein expires on March 17, 2017 unless a definitive Services Agreement is entered into prior to that date.

Northampton County, North Carolina, by and through its agency, the Northampton County Home Health Agency	KINNSER SOFTWARE, INC.
Signed Smith	Signed:
Printed Name:	Printed Name:
Andy Smith	Ben Chapman
Title:	Title:
Health Director	Vice President of Sales
OKinnser Software, Inc. All rights reserved	
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EXHIBIT B

LICENSE ORDER AGREEMENT

This License Order Agreement (this "License Order") contains the terms under which Kinnser agrees to provide the Subscriber and its Authorized Users with a non-exclusive, revocable, limited license to use certain functions, capabilities, tools, or properties subject to various licenses associated with the Services. Reference is bereby made to the Kinnser Software, Inc. Services Agreement dated on or about the date of this License Order between Kinnser and Subscriber (the "Agreement"). Capitalized terms used but not otherwise defined in this License Order have the meanings ascribed to them in the Agreement. The Agreement's provisions, including Section 21 thereof, are hereby incorporated into this License Order by this reference. But if there is a conflict between any provision of this License Order and any provision of the Agreement with respect to the limited subject matter of this License Order, the provision of this License Order will control. If any provision of this License Order is determined to violate any law or is unenforceable, the remainder will remain in full force and effect. This License Order is effective on the Effective Date.

- Terms of Use. By accessing or using the Applications or any of the functions, capabilities, tools, or properties on http://www.kinnser.net ("Site") or any other website operated by Kinnser over the Internet, an intranet, or other electronic means (collectively referred to as the "KSI Web Tools"). Subscriber agrees to comply with any terms and conditions of use contained on the Site that Subscriber agrees to by way of a popup, clickwrap, or clickthrough agreement.
- 2. Third-Party Software. KSI Web Tools includes, incorporates, or utilizes third-party software owned by third parties, including but not limited to the Medi-Span^{kst} drug interaction tools ("Third-Party Software"). Use of the Third-Party Software by Subscriber and its Authorized Users is subject to the terms and conditions of this License Order, the Agreement, and each license granted to Subscriber for Third-Party Software delivered herewith (each of which is incorporated herein by reference) which may accompany the KSI Web Tools in physical or electronic form (which may be shrink wrap, click through, or other commercially reasonable form) or may be included in the KSI Web Tools as an executable license. Strict compliance with the terms and conditions of each such license is an obligation of Subscriber and each of its Authorized Users, and any breach of any such license is a material breach of this License Order. This License Order may be terminated in whole or part by written notice from Kinnser to Subscriber if a contractual relationship between Kinnser and a provider of the Third-Party Software terminates. Third-Party Software may be utilized only for the purpose for which it was provided by Kinnser.
- 3. Limited Liegnas. Subscriber is authorized to use the KSI Web Tools only internally within Subscriber's organization within the United States for the sole use by Subscriber and its Authorized Users. Subscriber and its Authorized Users may only use the KSI Web Tools on Subscriber's behalf and not on a service bureau basis or otherwise. Subscriber must take all necessary steps to insure that its Authorized Users abide by the Terms of Use and Privacy Policy. Subscriber acknowledges that Kinnser holds all copyright, trademark, and other rights related to the KSI Web Tools not expressly reserved to the providers of the Third-Party Software.
- 4. <u>Unauthorized Use.</u> Any use not authorized herein is prohibited, including by way of illustration and not by way of limitation, making copies of KSI Web Tools for resale or license, transferting copies of KSI Web Tools to any party not bound by this License Order, creating any modified or derivative work of KSI Web Tools, or making any commercial use of KSI Web Tools outside of the Subscriber's internal use. The scope of the license contained in this License Order is determined solely by Kinnser. Any questions pertaining to the license or use of the KSI Web Tools must be addressed to Kinnser. A license to use KSI Web Tools for any use not authorized herein must be obtained in writing from Kinnser.
- LIMITED WARRANTY, SUBJECT TO THE LIMITATIONS CONTAINED HEREIN AND IN THE AGREEMENT, KINNSER WARRANTS AND REPRESENTS THAT THE KSI WEB TOOLS WILL PERFORM IN A SKILLFUL AND WORKMANLIKE MANNER ACCORDING TO THOSE INDUSTRY STANDARDS GENERALLY PREVAILING AMONG PROVIDERS OF SIMILAR WEB-BASED SERVICES UNDER SIMILAR CIRCUMSTANCES. WHILE KINNSER WILL MAKE EVERY EFFORT TO ENSURE THAT INFORMATION CONTAINED IN THE KSI WEB TOOLS AND DOCUMENTATION IS ACCURATE, UP-TO-DATE, AND COMPLETE, KINNSER EXPRESSLY DENIES ANY WARRANTY OR GUARANTEE TO THAT EFFECT. WHERE KINNSER IS NOT THE MANUFACTURER OF THE SOFTWARE PRODUCTS OR PROGRAMS THAT SUBSCRIBER USES IN CONNECTION WITH THE KSI WEB TOOLS, INCLUDING THE THIRD-PARTY SOFTWARE, KINNSER DOES NOT PROVIDE ANY WARRANTY ON SUCH PRODUCTS, WHETHER WITH RESPECT TO THEIR DESIGN, PERFORMANCE, FUNCTIONALITY, OR COMPATIBILITY WITH SUBSCRIBER'S EXISTING SYSTEM. THE KSI WEB TOOLS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, SYSTEM AVAILABILITY, COMPATIBILITY, OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE). KINNSER EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR ANY ERRORS IN THE KSI WEB TOOLS THAT MAY ARISE AS A RESULT OF SUBSCRIBER'S DECISIONS. OR THE DECISIONS OF THE SUBSCRIBER'S AUTHORIZED USERS, RESULTING FROM THE USE OF THE CLINICAL INTERACTION CHECKS PROVIDED IN THE KSI WEB TOOLS. KINNSER DOES NOT DIRECTLY OR INDIRECTLY PRACTICE MEDICINE, PROVIDE MEDICAL ADVICE, OR DISPENSE MEDICAL SERVICES. IN ADDITION, SUBSCRIBER ACKNOWLEDGES THAT THE KSI WEB TOOLS MAY BE SUBJECT TO LIMITATIONS, DELAYS, LATENCY ISSUES, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND THAT KINNSER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

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- Disclaimers. The KSI Web Tools may include suggested prices, medication dosages, suggested diagnoses, drug interaction information and sources, evaluation and management codes or other codes used to identify medical services, procedures, products, drugs, drug interactions, or supplies (collectively "Suggestions"). Kinnser disclaims liability for any losses incurred by Subscriber or its Authorized Users for the use or misuse of any such Suggestions. Kinnser does not warranty the accuracy of the Suggestions. Kinnser disclaims any liability for prescriptions that contain an incorrect form of strength or quantity of any drug or for failure to prominently display any potential adverse reaction, even if based on any Suggestions, and the absence of a warning for any drug or drug combination may not be construed to indicate that the drug or drug combination is safe, appropriate, or effective for any given patient. Subscriber expressly acknowledges and agrees drug information and drug interaction information is time sensitive and may change rapidly. Kinnser provides no clinical information or checks for drugs not available for sale in the United States and Canada, Subscriber acknowledges and understands clinical practice patterns outside the United States may differ substantially from information supplied by Kingser or the providers of the Third-Party Software contained in the KSI Web Tools. Subscriber expressly assumes all responsibility for verification of information utilized by it or its Authorized Users. Subscriber agrees that the KSI Web Tools and documentations is a documentation reference tool only, and that the KSI Web Tools and documentation is not intended to provide any life support, diagnoses, practice guidelines, advice, or protocols for delivering medical care in place of the sound medical judgment of the Subscriber, its Authorized Users, or other persons operating the KSI Web Tools. Kinnser. Subscriber agrees that nothing in the KSI Web Tools, the documentation, or anything else provided pursuant to this License Order constitutes or is intended to be medical advice or a substitute for the medical knowledge or judgment of a licensed health care practitioner, the Subscriber, or any Authorized User. Subscriber further agrees that Subscriber is solely responsible for ensuring that all records of medical care are accurate and complete and that all patient or billing information delivered by Subscriber and each of its Authorized Users to any patient, physician, health care practitioner, medical provider, insurance company, governmental agency, or other payor is accurate and complete. Neither Kinnser, nor its vendors, nor any provider of Third-Party Software have any responsibility as a result of this License Order for decisions made or actions taken or not taken in rendering medical care or information provided to any patient, physician, health care practitioner, medical provider, insurance company, governmental agency, or other payor. Subscriber and its Authorized Users should use the KSI Web Tools and content provided therein for informational purposes only, and the content provided therein is not intended as medical advice or as a substitute for their independent medical advice and judgment.
- The KSI Web Tools may include suggested prices, medication dosages, suggested diagnoses, drug interaction information and sources, evaluation and management codes or other codes used to identify medical services, procedures, products, drugs, drug interactions, or supplies (collectively "Suggestions"). Kinnser disclaims liability for any losses incurred by Subscriber or its Authorized Users for the use or misuse of any such Suggestions. Kinnser does not warranty the accuracy of the Suggestions. Kinnser disclaims any liability for prescriptions that contain an incorrect form of strength or quantity of any drug or for failure to prominently display any potential adverse reaction, even if based on any Suggestions, and the absence of a warning for any drug or drug combination may not be construed to indicate that the drug or drug combination is safe, appropriate, or effective for any given patient. Subscriber expressly acknowledges and agrees drug information and drug interaction information is time sensitive and may change rapidly. Kinnser provides no clinical information or checks for drugs not available for sale in the United States and Canada, Subscriber acknowledges and understands clinical practice patterns outside the United States may differ substantially from information supplied by Kinnser or the providers of the Third-Party Software contained in the KSI Web Tools. Subscriber expressly assumes all responsibility for verification of information utilized by it or its Authorized Users. Subscriber agrees that the KSI Web Tools and documentations is a documentation reference tool only, and that the KSI Web Tools and documentation is not intended to provide any life support, diagnoses, practice guidelines, advice, or protocols for delivering medical care in place of the sound medical judgment of the Subscriber, its Authorized Users, or other persons operating the KSI Web Tools. Kinnser. Subscriber agrees that nothing in the KSI Web Tools, the documentation, or anything else provided pursuant to this License Order constitutes or is intended to be medical advice or a substitute for the medical knowledge or judgment of a licensed health care practitioner, the Subscriber, or any Authorized User. Subscriber further agrees that Subscriber is solely responsible for ensuring that all records of medical care are accurate and complete and that all putient or billing information delivered by Subscriber and each of its Authorized Users to any patient, physician, health care practitioner, medical provider, insurance company, governmental agency, or other payor is accurate and complete. Neither Kinnser, nor its vendors, nor any provider of Third-Party Software have any responsibility as a result of this License Order for decisions made or actions taken or not taken in rendering medical care or information provided to any patient, physician, health care practitioner, medical provider, insurance company, governmental agency, or other payor. Subscriber and its Authorized Users should use the KSI Web Tools and content provided therein for informational purposes only, and the content provided therein is not intended as medical advice or as a substitute for their independent medical advice and judgment.
- LIMITATION OF LIABILITY. IN NO EVENT WILL KINNSER OR ANY PROVIDER OF THIRD-PARTY SOFTWARE BE LIABLE TO SUBSCRIBER, ITS AUTHORIZED USERS, OR ANY THIRD PARTY PURSUANT TO THIS LICENSE ORDER FOR THE USE OF THE KSI WEB TOOLS OR ANY PORTION THEREOF, FOR ANY AMOUNTS REPRESENTING LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS OR INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF SUBSCRIBER, ITS AUTHORIZED USERS, OR ANY THIRD PARTY. THE LIABILITY OF KINNSER AND PROVIDERS OF KSI WEB TOOLS IN CONTRACT, TORT, OR OTHERWISE FOR DIRECT DAMAGES TO SUBSCRIBER OR ANY THIRD PARTY ARISING FROM THIS LICENSE ORDER OR THE USE OF THE KSI WEB TOOLS OR OTHER MATERIALS PROVIDED BY KINNSER OR ANY PROVIDER OF THIRD-PARTY SOFTWARE THROUGH KINNSER IS LIMITED TO CREDIT FOR THE AMOUNT OF THE APPLICABLE FEES PAYABLE UNDER THIS LICENSE ORDER OR THE AGREEMENT DURING THE ONE MONTH PERIOD BEFORE THE EVENT GIVING RISE TO SUCH LIABILITY WITH RESPECT TO ANY PORTION OF THE KSI WEB TOOLS DEMONSTRATED TO BE DEFECTIVE AND TO HAVE CAUSED SUCH DAMAGES. SUBSCRIBER AND ITS AUTHORIZED USERS DO NOT ACT FOR OR ON BEHALF OF KINNSER. KINNSER DISCLAIMS RESPONSIBILITY FOR ANY LIABILITY ATTRIBUTABLE TO SUBSCRIBER'S RELIANCE UPON OR USE AND EACH OF ITS AUTHORIZED USER'S RELIANCE UPON OR USE OF THE KSI WEB TOOLS. KINNSER WILL NOT BE LIABLE FOR ANY CLAIMS ATTRIBUTABLE TO ANY ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE INFORMATION OR MATERIAL CONTAINED ON THE KSI WEB TOOLS. THE RESPONSIBILITY FOR THE CONTENT OF ANY THIRD-PARTY SOFTWARE REMAINS WITH THE PROVIDER OF THE THIRD-PARTY SOFTWARE, AND NO ENDORSEMENT BY KINNSER IS INTENDED OR IMPLIED. KINNSER DISCLAIMS RESPONSIBILITY FOR ANY CONSEQUENCES OR LIABILITY ATTRIBUTABLE TO OR RELATED TO ANY USE, NON-USE, OR INTERPRETATION OF INFORMATION CONTAINED OR NOT CONTAINED IN THE KSI WEB TOOLS. THE LIMITATIONS OF LIABILITY PROVIDED IN THIS LICENSE ORDER IS DEEMED TO EXTEND TO AND INCLUDE KINNSER AND EACH PROVIDER OF THIRD-PARTY SOFTWARE AND THEIR RESPECTIVE OFFICERS,

DIRECTORS, SHAREHOLDERS, MANAGERS, MEMBERS, PARTNERS, EMPLOYEES, ATTORNEYS, REPRESENTATIVES, AGENTS, AND CONTRACTORS.

- 9. INDEMNIFICATION IN THE EVENT KINNSER OR ANY PROVIDER OF THIRD-PARTY SOFTWARE BECOMES A PARTY TO, OR IS THREATENED TO BE MADE A PARTY TO, ANY THREATENED, PENDING, OR COMPLETED ACTION, SUIT, OR PROCEEDING (A "CLAIM") BY REASON OF OR ARISING IN PART OR OUT OF AN EVENT ARISING OUT OF OR RELATING TO THE ACTION OR INACTION OF SUBSCRIBER OR ANY OF ITS AUTHORIZED USERS OR ANY THIRD PARTY USING THE KSI WEB TOOLS ACCESSIBLE TO SUBSCRIBER HEREUNDER OR ANY BREACH OF THIS LICENSE ORDER (EVEN IF ALLEGEDLY ARISING OUT OF THE USE OF OR ANY DEFECT IN THE KSI WEB TOOLS OR THE NEGLIGIENCE OF KINNSER OR ANY PROVIDER OF THIRD-PARTY SOFTWARE), THEN SUBSCRIBER MUST INDEMNIFY KINNSER, ITS AFFILIATES, AND EACH OF THEIR OFFICERS, SHAREHOLDERS, OWNERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, AND ADVISORS AND/OR SUCH PROVIDER OF THIRD-PARTY SOFTWARE AGAINST ALL EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, JUDGMENT, FINES, PENALTIES, TAXES, AND ANY OTHER CHARGES PAID OR PAYABLE IN CONNECTION WITH OR IN RESPECT OF SUCH EXPENSES, JUDGMENTS, FINES, PENALTIES, TAXES, OR AMOUNTS PAID IN SETTLEMENT OF SUCH CLAIM).
- 10. Term and Termination. This License Order and the license will remain in effect from the Effective Date so long as Subscriber and each of its Authorized Users abides by the License Order and Subscriber continues to pay all applicable Fees, unless otherwise terminated as provided herein or as provided in the Agreement. Any non-payment of Fees under the Agreement constitutes a material breach of this License Order. Kinnser may terminate this License Order at any time by giving written notice to the other party hereto specifying the date of such termination.
 - 11. Intentionally omitted.

LICENSEE:	LICENSOR:
Northampton County, North Carolina, by and through its agency, the Northampton County Home Health Agency	KINNSER SOFTWARE, INC.
Signed and Int	Signed:
Printed-Name:	Printed Name:
Andy Smith	Ben Chapman
Title:	Title:
Health Director	Vice President of Sales
Date: 3/20/17	Date:
3/20/17	

EXHIBIT C

BUSINESS ASSOCIATE/DATA USE AGREEMENT

Background

- A. The parties wish to comply with the Health Insurance Portability and Accountability Act of 1996, as amended from time to time and including changes made under the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and all pertinent regulations issued by the U.S. Department of Health and Human Services, as amended from time to time (collectively "HIPAA"), and other applicable federal and state confidentiality, privacy, and security laws.
- B. CE is in the business of providing home health care services and is a "covered entity" as defined or construed under HIPAA.
- C. BA is in the business of licensing certain web-based software and providing support to home health care providers (such as CE).
- D. CE is entering into a business relationship with BA that is memorialized in the Underlying Agreement pursuant to which BA may have access to "protected health information" and may be considered a "business associate" and "limited data set recipient" of CE as those terms are defined or construed under HIPAA.

Terms and Conditions

- Definitions. For purposes of this BAA, the following terms have the following meanings:
 - (a) Breach "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
 - (b) Designated Record Set: "Designated Record Set" means the same as the term "designated record set" defined in 45 C.F.R. § 164.501.
 - (c) Protected Health Information: "Protected Health Information" (or "PHI") means the same as the term "protected health information" as defined in 45 C.F.R. § 160.103, as the same may be amended from time to time.
 - (d) Privacy Rule. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164 Subparts A and E, as may be amended from time to time.
 - (e) Required By Law. "Required by Law" means the same as the term "required by law" defined in 45 C.F.R. § 164.103.
 - (f) Secretary. "Secretary" means the Secretary of the U.S. Department of Health and Human Services or his or her designee.
 - (g) Security Incident. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI maintained or interference with system operations in an information system maintained by BA that contains PHI received from CE.

- (h) <u>Unsecured Protected Health Information</u>. "<u>Unsecured Protected Health Information</u>" (or "<u>Unsecured PHI</u>") means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in guidance issued pursuant to (or as otherwise defined in) § 13402(h)(2) of the HITECH Act.
- Representations, Warrantics, and Covenants of BA. BA represents, warrants, and covenants that, to the extent that BA creates, maintains, or receives any PHI or Unsecured PHI on behalf of or from CE, BA will:
 - not use or further disclose the PHI or Unsecured PHI other than as permitted or required by the Underlying Agreement (or this BAA) or as Required by Law;
 - (b) use appropriate safeguards and comply, where applicable, with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI or Unsecured PHI other than as provided for in this BAA;
 - report to CE any Security Incident or any use or unauthorized disclosure of PHI not provided for by this BAA of which BA becomes aware;
 - (d) following discovery and without unreasonable delay, but in no event later than 30 days following discovery, report any Breach of Unsecured PHI to CE:
 - (e) ensure that any subcontractors that create, receive, maintain, or transmit PHI agree to the same restrictions and conditions that apply through this BAA to BA with respect to such PHI;
 - (f) to the extent applicable, provide access or make the PHI available to CE in a Designated Record Set at reasonable times at the request of or as directed by CE to an individual in order to meet the requirements of and in accordance with 45 C.F.R. § 164.524 of the Privacy Rule;
 - (g) make available PHI for amendment to CE or as directed by CE and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526 of the Privacy Rule;
 - (h) make BA's internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining CE's compliance with the Privacy Rule;
 - document and make available such information pursuant to commercially reasonable directions of CE in order to provide an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 of the Privacy Rule;
 - return or destroy all PHI or Unsecured PHI received from CE (or created or received by BA on behalf of CE) that BA
 maintains in any form at the termination of this BAA except as may be required or permitted by federal or state laws or
 regulations, this BAA, or the Underlying Agreement;
 - (k) to the extent BA is to carry out an obligation of CE under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E of 45 C.F.R. Part 164 that apply to CE in the performance of such obligation; and
 - (I) ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of BA agree to comply with the applicable requirements of HIPAA by entering into a HIPAA-compliant business associate contract.
- 3. Representations, Warranties, and Covenants of CE. CE represents, warrants, and covenants that CE:
 - (a) must provide BA a copy of CE's Notice of Privacy Practices ("Notice") produced by CE in accordance with 45 C.F.R. § 164.520 as well as any changes to CE's Notice;
 - must provide BA with any changes in, or revocation of, authorizations by individuals relating to the use or disclosure of PHI, if such changes affect BA's permitted or required uses or disclosures;

- must notify BA of any restriction to the use or disclosure of PHI to which CE has agreed in accordance with 45 C.F.R. § 164.522;
- (d) must notify BA of any amendment to PHI to which CE has agreed that affects a Designated Record Set maintained by BA for CE, if any;
- (e) must, if BA maintains for CE a Designated Record Set, provide BA with a copy of its policies and procedures related to an individual's right to: access PHI, request an amendment to PHI, request confidential communications of PHI, or request an accounting of disclosures of PHI;
- (f) may not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA or other federal or state law;
- (g) is and will remain in compliance with all applicable federal, state, and local laws, including but not limited to fraud and abuse laws, and will not request, require, or influence BA to violate any applicable law; and

4. Term and Termination.

- (a) Term. The term of this BAA will be effective as of the date the Underlying Agreement is effective, and will terminate when all of the PHI provided by CE to BA, or created or received by BA on behalf of CE, is destroyed or returned to CE. However, with respect to any PHI that cannot feasibly be returned or destroyed, the protections of this BAA will be extended to such PHI in accordance with the termination provisions in Section 4(c)(ii).
- (b) Termination for Cause. Notwithstanding anything in this BAA to the contrary, upon CE's knowledge of a material breach or violation of this BAA by BA, CE will:
 - provide a reasonable opportunity for BA to cure the breach or end the violation of this BAA and then, if BA
 does not cure the breach or end the violation of this BAA within 30 days, terminate this BAA if feasible; or
 - iii) immediately terminate if feasible this BAA if BA has breached a material term of this BAA and a cure is not possible.

(c) Effect of Termination.

- (i) Except as provided in Section 4(c)(ii), upon termination of this BAA for any reason, BA will, if feasible:
 - (1) return or destroy all PHI received from CE or created or received by BA on behalf of CE; and
 - (2) not retain any copies of the PHI.
- (ii) If BA determines that the return or destruction of any particular PHI is infeasible, BA will extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BA maintains such PHI.
- 5. General Purposes for which Protected Health Information may be Used or Disclosed. BA may use or disclose PHI for the purpose of performing BA's obligations under the Underlying Agreement. Except as otherwise provided in this BAA, BA may use or disclose PHI to perform functions, activities, or services for or on behalf of CE if such use or disclosure by BA complies with the Privacy Rule and if such use or disclosure of PHI would not violate the requirements of Subpart E of 45 C.F.R. Part 164 if done by CE. BA may use or disclose PHI to provide data aggregation services relating to the health care operations of CE. BA may use PHI received by BA in its capacity as a business associate to CE as necessary for the proper management and administration of BA or to carry out the legal responsibilities of BA. BA may disclose PHI received by BA in its capacity as a business associate to CE for the proper management and administration of BA or to carry out the legal responsibilities of BA if:
 - (a) the disclosure is Required by Law; or
 - (b) BA obtains reasonable assurances from any person or entity to whom PHI is disclosed that: (i) the PHI will be held

confidential and further used and disclosed only as Required by Law or for the purposes for which it was disclosed to the person or entity, and (ii) the person or entity will notify BA of any instances of which it is aware in which confidentiality of the PHI has been breached.

- 6. Notice of Privacy Practices. BA agrees that it will abide by the limitations of any Notice published by CE of which it has knowledge. Any use or disclosure permitted by this BAA may be amended by changes to CE's Notice if CE specifically informs BA of the amendment; provided, however, that the amended Notice will not affect permitted uses and disclosures on which BA relied prior to receiving notice of such amended Notice from CE.
- 7. Withdrawal of Authorization. If the use or disclosure of PHI is based upon an individual's specific authorization for the use of his or her PHI, and the individual revokes such authorization in writing, or the effective date of such authorization has expired, or the authorization is found to be defective in any manner that renders it invalid, then BA agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under HIPAA expressly applies.
- 8. Third Party Rights and Assignment and Delegation of Duties. The terms of this BAA are not intended nor should they be construed to grant any rights to parties other than BA and CE. However, this BAA is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.
- Intentionally omitted.
- 10. Waiver. No delay or omission on the part of either party in exercising any right hereunder will operate as a waiver of such right or of any other right under this BAA. A waiver on any one occasion will not be construed as a bar to or waiver of any right or remedy on any further occasion. The election of either party of a particular remedy on default will not be exclusive of any other remedy, and all rights and remedies of the parties hereto will be cumulative.
- 11. Amendments. Any amendment to this BAA will not be binding on either of the parties to this BAA unless such amendment is in writing and executed by both parties hereto. Notwithstanding anything in this BAA to the contrary, the parties agree to take such action as is necessary to amend this BAA from time to time to comply with the requirements of HIPAA and other applicable federal and state confidentiality, privacy, and security laws.
- 12. Notices. Any notices required or permitted under this BAA must be in writing and delivered in person or sent by registered or certified mail, return receipt requested, proper postage prepaid, properly addressed to the address of the addresse set forth above or to such other more recent address of the addressee of which the sending party has received written notice.
- Authority. Each party has full power and authority to enter into and perform this BAA, and the person signing this BAA on behalf of each party has been properly authorized and empowered to enter into this BAA.
- 14. Requests for PHI. Either party will immediately notify the other party in writing, and provide the other party with a copy, of any subpoena or other discovery request or any judicial, governmental, or administrative order requesting or requiring the party to disclose PHI that may be held by or on behalf of the other party pursuant to this BAA, unless prohibited by an applicable law or if requested to refrain from doing so by law enforcement or other governmental authority.
- 15. Interpretation of this Contract in Relation to Other Contracts between the Parties. Should there be any conflict between the language of this BAA and any other contract entered into between the parties, including the Underlying Agreement (either previous or subsequent to the date of this BAA), regarding the subject matter of this BAA, the language and provisions of this BAA will control and prevail unless the parties specifically refer in a subsequent written agreement to this BAA by its title and date and specifically state that the provisions of a later written agreement will control over this BAA.
- De-identified Information. BA may de-identify PHI obtained by BA under this BAA in compliance with 45 C.F.R. § 164.502(d) and 45 C.F.R. § 164.514(a) and (b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute PHI and is not subject to the terms of this BAA.
- 17. Data Use. BA may use and disclose PHI obtained by BA under this BAA to create a limited data set without any of the identifiers listed in 45 C.F.R. § 164.514(e) ("Limited Data Set") for research, public health, and health care operations purposes. BA may not use or further disclose a Limited Data Set for any other purpose, except as may otherwise be Required by Law. BA CKinnser Software, Inc. All rights reserved.

Page 20 of 22

must use appropriate safeguards to prevent use or disclosure of a Limited Data Set other than as provided for herein. BA must report to CE any use or disclosure of a Limited Data Set not provided for herein of which BA becomes aware. BA must ensure that any agents to whom BA provides a Limited Data Set agree to the same restrictions and conditions that apply to BA with respect to such information. BA may disclose a Limited Data Set to any recipient that agrees to the same restrictions and conditions that apply to BA with respect to such information. With respect to any particular Limited Data Set, BA will not use the Limited Data Set in such a way as to identify any individual whose data is incorporated in the Limited Data Set or to contact any such individual.

- 18. Changes in the Law. If: (a) there is a change in any law, regulation, or rule that affects this BAA, the activities of either party under this BAA, or the relationship of the parties, or any change in the judicial or administrative interpretation of any such law, regulation, or rule, or any of the provisions of this BAA are found to be in violation of any such law, regulation, or rule; and (b) either party reasonably believes in good faith that the change, interpretation, or determination will have a substantial adverse effect on that party's business operations, then the party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this BAA and to take any action necessary to maintain compliance with such laws, rules, or regulations. If the parties are unable to reach an agreement concerning the modification of this BAA within the earlier of 45 calendar days after the date of the notice seeking renegotiation or the effective date of the change, then either party may immediately terminate this BAA effective upon notice to the other party, in which case the underlying Services Agreement will also terminate.
- 19. Ambiguity. Any ambiguity in this BAA will be resolved to permit CE and BA to comply with HIPAA.
- 20. Intentionally omitted.
- 21. Entire Agreement. This BAA, together with all schedules, exhibits, addenda, and amendments hereto, if applicable, that re fully completed and signed by authorized persons on behalf of both CE and BA from time to time while this BAA is in effect, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the parties with respect to the subject matter hereof.
- 22. Severability. The provisions of this BAA will be severable, and if any provision of this BAA is held or declared to be illegal, invalid, or unenforceable, the remainder of this BAA will continue in full force and effect as though such illegal, invalid, or unenforceable provision had not been contained herein.
- Regulatory References. A citation in this BAA to the Code of Federal Regulations (C.F.R.) means the cited section as that section may be amended from time to time.
- Counterparts. This BAA may be signed in counterparts, each one of which is considered an original, but all of which constitute
 one and the same instrument.

The parties have executed this BAA effective as of the date first above written.

CE;	BA:
Northampton County, North Carolina, by and through its agency, the Northampton County Home Health Agency	KINNSER SOFTWARE, INC.
Signed: and In the	Signed:
Printed Name:	Printed Name:
Andy Smith	Ben Chapman
Title:	Title:
Health Director	Vice President of Sales
Date: 3/20/17	Date:

Per NC.G.S. 159-28 (a) History Edwards
Finance Officer

SIGNATURE PAGE:

Chairperson Northampton County Board of Health	Date
Chairperson Northampton County Commissioners	Date
Kimberly L. Turner County Manager	Date
Allie A. Lawred Leslie Edwards County Finance Director	3/27/17 Date

2) NFP Coordinator



NORTHAMPTON COUNTY HEALTH DEPARTMENT

9495 NC 305 HIGHWAY POST OFFICE BOX 635 JACKSON, NORTH CAROLINA 27845





DECISION PAPER

TO: Northampton County Board of County Commissioners

FROM: Northampton County Health Department

DATE: April 3, 2017

RE: Northampton County Health Department

Nurse Family Partnership Outreach/Intake Coordinator Position

PURPOSE:

The purpose of this decision paper is to seek the approval of the County Commissioners to approve contracting for a Nurse Family Partnership Outreach/Intake Coordinator Position.

FACTS:

- The Nurse Family Partnership Program, a State funded program through MIECHV, is requesting to contract for a part time temporary position for a 6-month pilot testing of the MIECHV Centralized Intake system; Outreach/Intake Coordinator.
- The primary purpose of this position is to oversee and implement the MIECHV Centralized Intake system in order to facilitate coordinated strategic planning and service delivery.
- MIECHV funded programs require triage and referral systems in their local communities to ensure effective client identification and retention.
- If approved, a total budget of \$40,000.00 will be allocated through MIECHV to fund salary, training, and travel for this position.

DISCUSSION:

The Nurse Family Partnership Program is a State funded program through MIECHV (Maternal, Infant, and Early Childhood Home Visiting). MIECHV funded programs require triage and referral systems in their local communities to ensure effective client identification, engagement, and retention. Without a local system built to facilitate this, county sites may be in jeopardy of maintaining model fidelity. The primary purpose of this position is to oversee and implement the pilot testing of the

PHONE: (252) 534-5841 PHONE: (252) 534-1291 (Home Health)

FAX (252) 534-1207 Adm.

MAIN FAX: (252) 534-1045

MIECHV Centralized Intake system which includes recruitment of local pregnancy and early childhood service providers to receive referrals, increase knowledge related to implementing evidence-based practices and providing outreach and awareness to local collaborators. If approved, a total budget of \$40,000.00 will be allocated through MIECHV to fund salary, training, and travel for this position.

RECOMMENDATIONS:

Recommend that the Northampton County Board of Commissioners approve contracting for a Nurse Family Partnership Outreach/Intake Coordinator temporary part-time position.

Respectfully submitted,

Our Smith

Andy Smith

Health Director

COORDINATION:

County Manager:

Concur Mith Comment 32211

Non-concur

Finance Director;

Concur Mith Comment Mon-concur

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Corrective Action:					ate:	

AGREEMENT BETWEEN NORTHAMPTON COUNTY, NORTH CAROLINA, by and through the Northampton County Nurse Family Partnership Program AND

THIS AGREEMENT is made and entered into this	day of	2017, by and between
Northampton County, North Carolina, by and through	the Northamp	ton County Nurse Family
Partnership Program (hereinafter referred to as "Ager	icy") and	(hereinafter referred
to as "Coordinator").		A Abbiton Sini Commission Sente Ly in

WITNESSETH

WHEREAS, the Agency is a local health department agency, and

WHEREAS, the Agency has a need for additional qualified personnel to oversee and implement the pilot testing of the MIECHV Centralized Intake system in Northampton County, and

WHEREAS, MIECHV funded programs require triage and referral systems in their local communities to ensure effective client identification, engagement, and retention, and

WHEREAS, the Coordinator is able to provide these services to the Agency,

NOW, THEREFORE, in consideration of these premises, promises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- Coordinator's Responsibilities. The Coordinator agrees to facilitate a coordinated strategic planning and service delivery for the agency's Nurse Family Partnership program. The Coordinator shall:
 - Recruit local early childhood and pregnancy service providers to participate in receiving referrals through the MIECHV Centralized Intake System (CI).
 - Manage the local pilot process as well as make updates as needed to the MIECHV Centralized Intake System.
 - C. Provide education and outreach to community members and providers about the MIECHV Centralized Intake System.
 - Conduct pilot testing with community members and early childhood and pregnancy service providers.
 - E. Facilitate MOU process between MIECHV funded site and local sites that will receive referrals through Cl.
 - F. Provide outreach and awareness to local collaborators.
 - G. Increase knowledge related to implementing evidence-based practices with model fidelity, including developing an understanding of the roles of the local health department, funding State agency, and the model developer/purveyor, completing community needs assessments and environmental scans, and developing logic models and strategic plans.
 - H. Provide technical assistance to the local programs related to the "Centralized Intake" model.

- Conduct focus groups with community members regarding the use of the MIECHV CI system and print education materials.
- J. Develop print materials.
- K. Assess need and logistics for centrally located, county Cl kiosk.
- Work with the Division of Public Health MIECHV State Team to provide training to referral sources and CI participatory agencies.
- M. Provide structured and unstructured time for professional development and networking.
- N. Conduct training for referral sources and participatory sites in regards to the NC MIECHV CI system.
- O. Update the individual county MIECHV Cl system as needed.
- P. Assist with audit functions during onsite survey visits.
- Q. Provide all services in accordance with: Agency policies and procedures; State and Federal laws, rules and regulations; and currently approved methods, standards of practice and codes of ethics in the medical community. Coordinator shall complete the Agency's orientation program.
- R. Maintain clinical records and reports, which constitute the Agency's medical records, including notes and personal observations of the patient's progress and notification of planned visits. All clinical and progress notes shall be completed and submitted within five working days as required by the Agency's policies and procedures.
- Maintain the confidentiality of all medical records and information in accordance with state and federal laws, rules and regulations, and Agency policies.
- T. Maintain on file and make available to Agency upon request, verification of the following qualifications:
 - 1. Current resume.
 - Valid North Carolina professional license/certification and copies of annual renewal.
 - Results of annual TB test or screening. If the individual has a positive TB test, there must be annual documentation from a physician that he/she is free of communicable disease.
 - 4. Verification and result of criminal background check.
 - 5. Valid NC drivers' license,
- Provide services without regard to patients' race, religion, sex, age, national origin or disability.
- V. Provide services for the Agency in the following counties: Northampton County and possibly in the other service areas which include Hertford, Halifax and Edgecombe county if agreed upon by the Coordinator.

- 2. Agency's Responsibilities. The Agency shall:
 - Retain full responsibility for acceptance of new patients and assignment of patients to Coordinator.
 - B. Review and monitor all Services for care coordination, supervision and evaluation in accordance with its clinical record review and quality assessment and improvement procedures. Agency shall have the overall responsibility for maintaining the quality of their services provided to patients and insure that the Coordinator upholds its responsibilities under this Agreement.
 - C. Retain ownership of all records and other documents relating to those patients for whom Coordinator renders the Services, and Coordinator acknowledges it has no rights to claims or ownership interest in such records.
 - D. Incorporate the Coordinator's clinical and progress notes into the patient's medical record maintained by the Agency and gives the Coordinator access as needed to medical records for patients for whom Provider renders services.
 - E. Orient the Coordinator to the Agency's policies, procedures, operations and OSHA/infection control procedures, and inform the Coordinator of any changes in the Agency's policies and procedures.
- 3. Compensation. Agency shall pay Coordinator, as sole and exclusive compensation for all Services provided pursuant to this Agreement, the sum of \$______ per month for Nurse Family Partnership Public Health Program Consultant services and travel reimbursement at the current County reimbursement rate.

On the last business day of each month in which services were rendered, Coordinator shall submit a statement to the Agency for services rendered. Agency shall pay Coordinator within 30 business days of receipt of the bill and appropriate documentation of the services provided. Coordinator agrees that it shall have no rights to or interest in any billings or collections made by Agency regarding any services or treatments received by any patient directly or indirectly related to the services provided by Coordinator under this Agreement.

- - A. Coordinator fails to maintain the qualifications specified by this Agreement, or
 - B. Coordinator breaches any other term or condition of this Agreement and fails to cure such breach within ten (10) days of receipt or written notice of the breach.
- Relationship of Partles. Coordinator acknowledges, recognizes and defines itself as being an
 independent contractor of the Agency and not an employee or agent thereof, and shall at no
 time hold itself out as an employee or agent of the Agency.
- 6. Indemnification and Insurance.
 - A. Indemnification. Agency and Coordinator shall indemnify and hold harmless one another from and against any and all claims, liabilities, damages, fines, penalties, taxes, costs and expenses, including reasonable attorneys' fees and costs of

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settlement, which either party may suffer, sustain or become subject to as a result of any act or omission of the other party or the other party's officers, employees, agents or servants in performing its duties hereunder

7. Access to Books and Records. Coordinator agrees as follows: Until the expiration of four (4) years after the furnishing of any Service pursuant to this Agreement, Coordinator shall, upon written request, make available to the Secretary of HHS, the Secretary's duly authorized representative, the Comptroller General, or the Comptroller General's duly authorized representative, this Agreement and such books, documents, and records as may be necessary to certify the nature and extent of the cost or value of services to be performed by Coordinator thereunder, including but not limited to the records and reports required to be maintained by the Coordinator.

8. Compliance with Laws

- A. It is understood and agreed upon between the parties that the compensation under this Agreement is consistent with fair market value in arms-length transactions. It is not determined in a manner that takes into account the volume or value of any referrals or business generated or to be generated between the parties, under this Agreement or any other agreement between the parties, for which payment may be made in whole or in part under the Medicare or Medicaid program.
- B. Nothing contained in this Agreement shall require either party or any physician or hospital to admit or refer any patients to the other party or otherwise to use any health care facility or service as a precondition to receiving the benefits set forth herein. It is agreed and recognized that patients have the freedom to choose their health care provider and all patients will be afforded that opportunity.
- B. It is the intent of the parties to conduct their relationship in full compliance with the applicable federal and state laws prohibiting payments for referrals (hereinafter referred to as the "Anti-Referral Laws"). The parties agree that neither will intentionally conduct itself under this agreement in a manner that poses a bona fide risk of violation of the Anti-Referral Laws. If legislation is passed that would hinder either party's ability to obtain reimbursement from Medicare or Medicaid due to any provision of this Agreement, or would prohibit the payment of the compensation under this Agreement, then the parties shall negotiate in good faith to amend this Agreement to attempt to avoid such prohibition in a manner that complies with all applicable laws and regulations.

9. Miscellaneous

A. Notices. All notices, payments and any other communications required to be in writing shall be given either in person or by registered or certified mail, return receipt requested, U.S. postage prepared, addressed as follows:

Agency Name and Address	Coordinator Name and Address
Northampton County, North Carolina	
by, and through the Northampton County	
Nurse Family Partnership Program	
Andy Smith, Health Director	
PO Box 635	
Jackson, NC 27845	

AGENCY

Date:

- B. Governing Law. This Agreement shall be governed and construed under the laws of the State of North Carolina to interpretation, construction and performance.
- C. Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate as a waiver of any subsequent breach thereof.
- D. Assignment. The rights and obligations of the Coordinator under this Agreement, as an independent contractor, relate to specialized personnel services rendered by the Coordinator and may not be assigned by the Coordinator without the prior written approval of the Agency. Agency may, in its sole discretion, assign its rights and obligations under this Agreement to any parent, subsidiary, affiliate, or successor entity.
- Amendments. This Agreement may be amended only by written amendment executed by both parties.
- F. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- G. Headings. The headings in this Agreement are for reference purposes only and shall not affect the meaning of this Agreement.
- H. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, either oral or in writing, with respect to the subject matter hereof.
- Severability. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties have caused their duly authorized officials to execute this Agreement on the date indicated above.

COORDINATOR

thampton County, North Carolina, and thorough the thampton County Nurse Family Par	tnashin	
gram	mersup	
	Bv:	

Date:

THIS instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.

County Manager, County of Northampton

Finance Director, County of Northampton

Chairman, Northampton County Board of Commissioners

Chairman, Northampton County Board of Health

NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

Meeting Date :	04-03-2017	
Agenda Tab Number:	5	
Agenda Time:	<u>10:15</u>	
Presenter and/or Subje	ect Matter:	
	Mr. Jason Morris	Public Works Director
Approval of Proposal and	•	ngineering and Surveying Services for the Squire e Relocation Project

Komita Hendricks

Approval of Proposal and Agreement for Engineering and Surveying Services for the Squire Road Waterline Relocation Project

Decision Paper

To: Northampton County Board of Commissioners

From: Jason S. Morris, Public Works Director

Date: April 3, 2017

Reference: Approval of Proposal and Agreement for Engineering and Surveying for the

Squire Road Waterline Relocation Project

<u>Purpose</u>: The purpose of this decision paper is to obtain approval by the Board of Commissioners for the acceptance of proposal and approval of agreement for Engineering and Surveying for the Squire Road Waterline Relocation Project.

Facts:

- In accordance with NCGS 143-131, the informal bid process was used and proposals were received by the Public Works Department from qualifying firms for Engineering and other related services for the Squire Road Waterline Relocation Project.
- 2. The bids received were as follows:

a.	CJS Conveyance, PLLC	\$29,545.00 Lump Sum
b.	Green Engineering, PLLC	\$19,600.00 Lump Sum
C.	Mack Gay Associates, P.A.	\$32,500.00 Lump Sum
d.	McKim and Creed	No Proposal Received
C.	Rivers and Associates	No Proposal Received

 Engineering firm may begin work upon execution of agreement and Notice to Proceed is given.

<u>Discussion</u>: As noted in the projected Project Schedule from Green Engineering, PLLC assuming a Notice to Proceed is given by April 3, 2017 the anticipated completed construction would be December 4, 2017.

<u>Recommendation:</u> It is the recommendation of the Public Works Department that the Board of Commissioners accept the proposal and award the Engineering and Surveying Services for the Squire Road Waterline Relocation Project to Green Engineering, PLLC.

Respectfully submitted,

Public Works Director

Coordination:	
Finance Officer	
Concur histi A. Edwards	
Non-concur_	
Concur with comment	
County Manager	
Concur Limberly Dem	_
Non-concur	
Concur with comment	
Action by Decision Makers	
Approve	
Disapprove	
Other	

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Originating Department/Individual; Public Works/Jason Mor	ris Item or Servi	ce:	Engineerin	ng/Survey	ring
Department Involved: Public Works - Water and Sewer	Type of Cont	ract:	Services		
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		CONTRACT			
Name of Client:	Northampton County			w.o.	17-028
Address: 100 West Jefferson Street / PO Box 8					17-020
	Jackson, North Carolina 2	THE PROPERTY AND ADDRESS OF THE PARTY AND ADDR			
Project Name:	Squire Road Waterline Re	elocation Project	Date Requ	uired:	July 2017
		00049			
Project Rep:	Jason Morris, Public Worl	ks Director	Phone:		252-399-2374
Project Location:	Northampton County, Nor	rth Carolina	Ordered l	By:	Jason Morris
Date Ordered:	March 13, 2017		Order Ta	ken By:	Leo Green, III
Narrative Description of Green Engineering will provided in our Proposa 2017 and attached to this	provide professional engineeri Il under Form D - Additional	ing/ land surveying Information as in	g services re cluded in ou	ir RFQ/RFP Sub	the scope of service mittal dated March 2
UNITS:	COMPONENT		*BASIS	COST	TOTAL AMOUNT
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	ction Administration / Observe		LS	\$11,920.00	\$11,920.00
*(H)Hourly \$	*(LS)Lump Sum	\$19,600.00		*(O)Other 5	
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GENERAL CONDITIONS

Poyment is due upon reached of our invoice. If payment is not received within thirty days from the invoice uple, client agrees to pay a lineace charge of one and one-half percent per month on the amount of the past due account. If one and one-half percent per month exceeds the nurximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. If it becomes necessary to refer collection to an attorney, Green Engineering, P.L.L.C., shall be entitled to recover reasonable attorney's feet at 15% of the outstanding polarity case.

In the event client requests termination of Green Engineering, P.L.E.C.'s services prior to completion of this Contract, a termination charge, in an amount not to exceed thisty percent of all charges incurred through the date services are stopped may be applied. If operations stop as a result of charges in the service services such as requests by the client or requirements of third parties, administral charges will be applicable.

Amounts contained in this Contract, other than tump about are estimated only and all published as the Northern Regimes on P. L. C. is brought also are obtained by tracers on

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Any litting start less, per unit less, or hously rate fees contained in the Contract will be autiusted agriculty on each printegrably date of the execution of this Contract.

If Green Engineering, F.L.L.C. (besind receive contrator) from you extremience or within, wide, i.e. (10) they state that of our invoice, it will be construed to be correct.

This Contract contains the entire agreement between the parties and may not be modified except by a subsequent written agreement algress by both person.



REQUEST FOR QUALIFICATIONS

SQUIRE ROAD WATERLINE RELOCATION PROJECT

PREPARED FOR :

Northampton County

Attn: Jason S. Morris, Public Works Director. 9371 NC Highway 305 PO Box 68 Jackson, NC 27345 jason.morris@nhonc.net PREPARED BY :



8712 Kenilworth Drive Raleigh, NC 27613 www.cjsconveyance.com



8712 Kersilworth Drive Raleigh, NC 27613 919-417-3069 (m)

www.cjsconveyance.com

March 3, 2017

Jason S. Morris Public Works Director 9371 NC Highway 305 PO Box 68 Jackson, NC 27845

Re: REQUEST FOR QUALIFICATIONS - Squire Road Waterline Relocation Project

Mr. Morris,

CJS Conveyance, PLLC is excited to submit this Statement of Qualifications for the Northampton County Squire Road Waterline Relocation Project. Mr. Chris Windley, who will be the project manager for our team, has over 10 years of experience working with Northampton County, bringing forth unparalleled knowledge of the County's water system from an engineering consultant position. Most recently, he worked with the County as project manager for construction of the Phase V Water System Improvements project and is currently assisting the County will evaluating potential funding opportunities for additional water system expansions. Along with his experience and knowledge of the County's water system, he and his partners at CJS Conveyance are commitment to providing the County with personal, professional and technically sound engineering service. In addition to Mr. Windley's knowledge of the County's water system, the CJS Team also includes Mr. Tim Bristow as the selected project observer. Mr. Bristow previously worked with the County Public Works Department for 12 years and was directly involved in Phases II, III and IV of the Water System Improvements while working with the County. Furthermore, Mr. Bristow served as the Resident Project Representative (RPR) for Phase V, where he worked alongside Mr. Windley,

You should find from our Statement of Qualifications that we offer the following direct benefits to the County for this project:

- A project manager who is very knowledgeable of the County's water system, standards and staff.
- A project observer who has been directly involved in 4 of 5 major water system expansion projects completed by the County and who is a local resident of Northampton County.
- A local land surveyor who is knowledgeable of the County's surveying, mapping and recordation requirements.
- A project delivery model that provides the highest level of local knowledge, highly qualified engineering expertise, and cost effective engineering services through use of local members.

We thank you for your consideration and look forward to the opportunity to work with Northampton County on this project. If you should need any additional information, please do not hesitate to contact me at (919) 417-3069 or by email at cwindley@cjsconveyance.com.

Respectfully submitted, CJS Conveyance, PLLC

Chris L. Windley, PE Project Manager

Form A - Organization

- 1. Firm's Name
- Firm's Local Address

CJS Conveyance, PLLC 8712 Kenilworth Drive Raleigh, NC 27613

3. Is your local office the Head Office? MYes □ No

Branch Office?

✓ Yes □ No
Only Office?

✓ Yes □ No

- 4. Range of Professional Service capabilities; At CJS Conveyance we have a wealth of experience in the evaluation, design, and construction of water distribution systems for public and private clients. This experience includes serving multiple clients in need of implementing water main replacement projects for aging water systems with cast iron, ductile iron, galvanized and asbestos cement (AC) pipes. We also bring years of experience in evaluation and design of new water distribution systems for new development and future growth area requiring extensions to existing water systems. Whether the need is to design on-site water distribution systems or offsite water main extensions, we can provide the full range of engineering services. Our experience for water distribution system design includes water main design ranging from small diameter piping to 42-inch water transmission mains. Elevated tank designs we have completed include multiple tank styles with storage volumes ranging from 250,000 gallons to 3.0 million gallons. Booster pumping station designs range from 300 gpm duplex stations to 5.0 mgd stations with multiple duty pumps.
- 5. Professional History and Affiliations: CJS Conveyance, PLLC was established in 2016 to provide public and private clients innovative solutions to their water and wastewater engineering challenges with the future in mind. At CJS Conveyance, we are committed to providing exemplary customer service and establishing a team approach with each project. Our company founders bring nearly fifty years of combined experience in the water and wastewater engineering field and have built a reputation for delivering reliable and consistent engineering expertise with a focus on client satisfaction. The founders have combined their knowledge and diverse set of skills for the benefit of CJS Conveyance and the company's clients. At CJS Conveyance, it is our mission to provide engineering solutions that exceed our customers expectations and build long-term relationships that will enable us to work together for the safety and wellbeing of our communities, now and in the future!
- 6. Primary contacts (Principals) in the local office:

Name	Title	Telephone	Email
Chris Windley (CJS)	Founder	(919) 417-3069	cwindley@cjsconveyance.com

- Impact of current workload and your firm's ability to meet the requirements of this RFQ: CJS has ample availability to work on this project and looks forward to serving the needs of Northampton County.
- 8. Total employees presently employed: a) In your local office: 3 b) in your firm: 3
- 9. Insurances (Errors and Omissions/Liability/Workman's Compensation, etc.)
 - a) Amount your firm presently carries: Please see attached Certificate of Insurance.
 - b) Carrier's name and address: Please see attached Certificate of Insurance.
- 10. Previous experience with Northampton County: CJS has completed limited pro-bono work for the County over the last few months. Additionally, Chris Windley, PE, has approximately 10 years of experience working with Northampton County. Relevant past experience is further detailed in Forms B and C.

ACORD"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MMIDDAYYYY) 1/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFERMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER[S], AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not corder rights to the

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Ascension Benefits & Insurance Solutions dba Providence Insurance			CLORIS	PRONE TAL 704-588-1240 AC No. Tal AC No. Access agency express@ascensionins.com					
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Retains Schedule, may be attached if more space to required)

CERTIFICATE HOLDER	CANCELLATION

Town of Cary Water Resources Department Second Floor PO BOx Cary, NC 27512

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michele J. Richmond

Fighter d/sector © 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

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Form B - Relevant Project Experience

For this section, please use one (1) form per relevant project.

1. Project Title: Phase V Water System Improvements

2. Project Location (City and State): Northampton County, NC

3. Year Completed (Professional Services): 2015

4. Year Completed (Construction) if applicable: 2015

5. Project Owner's Information: Northampton County, NC

Project Owner: Northampton County Public Works

Point of Contact Name: Jason Morris

Point of Contact Telephone Number: (252) 534-6341

Point of Contact E-Mail Address: jason.morris@nhcnc.net

- 6. Brief Description of Project and Relevance to Northampton County's (include scope, size, cost, etc.):
 - a) Project size: 243,000 LF of 2-inch through 8-inch water lines
 - b) Construction Value: \$3.5million
 - c) Project delivery date: September 2015
 - d) Brief description of project and the project's delivery approach or method: Construction of approximately 243,000 LF of 2-inch through 8-inch water line with multiple horizontal directional drill and bore and jack installations. Engineering services included design modifications, permit modifications, easement surveying and mapping, bid and award assistance, construction administration and observation, and record drawings.
- 7. Sub-consultants involved with the above mentioned project, if any:

Firm Name	Firm Location	Service
Julian "Tim" Bristow	Conway, NC	Construction Observation



Form B - Relevant Project Experience

For this section, please use one (1) form per relevant project.

1. Project Title: Enviva Offsite Water and Sewer Improvements

2. Project Location (City and State): Garysburg, NC

3. Year Completed (Professional Services): 2013

4. Year Completed (Construction) if applicable: 2013

5. Project Owner's Information: Northampton County, NC

Project Owner: Northampton County Economic Development

Point of Contact Name: Gary Brown

Point of Contact Telephone Number: (252) 534-1092

Point of Contact E-Mail Address: g.brown@nhcnc.net

- 6. Brief Description of Project and Relevance to Northampton County's (include scope, size, cost, etc.):
 - a) Project size: Approximately 25,300 LF of water and sewer utilities and wastewater pump station
 - b) Construction Value: \$1.235 million
 - c) Project delivery date: December 2013
 - d) Brief description of project and the project's delivery approach or method: Construction of approximately 18,000 LF of 12-inch water main along Lebanon Church Road; 7,300 LF of 4-inch sewer force main with six horizontal directional drill crossings and a new vacuum-primed wastewater pump station. Engineering services included preliminary engineering reports, design, permitting, easement surveying and mapping, bid and award assistance, construction administration and observation, and record drawings.
- 7. Sub-consultants involved with the above mentioned project, if any:

Firm Name	Firm Location	Service
Froehling & Robertson	Raleigh, NC	Wetland and Stream Delineation and Permitting



Form B - Relevant Project Experience

For this section, please use one (1) form per relevant project.

1. Project Title: NC Highway 46 Water and Sewer Utility Relocations

2. Project Location (City and State): Garysburg, NC

3. Year Completed (Professional Services): 2013

4. Year Completed (Construction) if applicable: 2014

5. Project Owner's Information: Northampton County, NC

Project Owner: Northampton County Public Works

Point of Contact Name: Jason Morris

Point of Contact Telephone Number: (252) 534-6341

Point of Contact E-Mail Address: jason.morris@nhcnc.net

- 6. Brief Description of Project and Relevance to Northampton County's (include scope, size, cost, etc.):
 - a) Project size: 5, 500 LF of water and sewer utilities
 - b) Construction Value: \$145,000
 - c) Project delivery date: 2014
 - d) Brief description of project and the project's delivery approach or method: Construction of approximately 3,000 LF of 12-inch water main, 500 LF of 3-inch sewer force main and 2,000 LF of 6-inch sewer force main along NC 46. Engineering services included design, permitting, and construction observation.
- 7. Sub-consultants involved with the above mentioned project, if any:

Firm Name	Firm Location	Service
Froehling & Robertson	Raleigh, NC	Environmental Permitting



Form C - Key Personnel: Potential Project Team

NAME OF FIRM: CJS Conveyance, PLCC PROJECT TITLE: Squire Road Waterline Relocation Project

A. Consultant's Key Personnel

Please identify your tentative, key Project Team members, their titles, and primary duties:

Name	Title	Primary Duties	
Chris Windley, PE	Project Manager	Manage all aspects of the engineering services and serve as the County's primary point of contact.	
Jeremy Rivenbark, PE	Project Engineer and Construction Administrator	Perform day-to-day engineering services; coordinate subconsultant services; and perform construction administration duties.	

B. Sub-consultants and Support Services (if applicable)

Please identify any key sub-consultants or vendors, contact persons, and services they would provide in order to support your Project Team.

Firm Name & Location	Contact Person	Support Services	
Odom Land Surveying Co. // Roanoke Rapids, NC	Kenneth Odom, PLS - Owner	Easement Surveying and Mapping and Staking	
Julian "Tim" Bristow (temporary CJS employee) // Conway, NC	Julian "Tim" Bristow	Construction Observation	



Form C - Resumes of Key and Subconsultant Personnel

For this section, please use one (1) sheet per personnel entry.



1. Name: Chris Windley, PE

2. Organizational/Project Role: Founder/Project Manager

3. Years of experience - Total: 16

With current firm: <1

- 4. Education (Degree and Specialization): B.S., Agricultural Engineering, University of Georgia
- 5. Current Professional Registration (State & Discipline): Professional Engineer, NC, VA
- Other Professional Qualifications (Publications, Organizations, Training, Awards, etc.): AWWA Member; ACEC Future Leaders Program Graduate; ACEC Environmental Water/Wastewater Subcommittee Vice-Chair
- Relevant Project Title & Location (City & State): Phase V Water System Improvements (Northampton County, NC)
 Year Completed Professional Services: 2015

Year Completed - Construction (if applicable): 2015

Brief Description (Scope, size, cost, etc.) and Specific Role: Project manager for construction of approximately 243,000 LF of 2-inch through 8-inch water line with multiple horizontal directional drill and bore and jack installations. Engineering services included design modifications, permit modifications, easement surveying and mapping, bid and award assistance, construction administration and observation, and record drawings.

Performed Relevant Project with Current Firm:

Yes □ No M

Relevant Project -- Title & Location (City & State): Enviva Water and Sewer Improvements (Northampton County, NC)
 Year Completed -- Professional Services: 2013

Year Completed - Construction (if applicable): 2013

Brief Description (Scope, size, cost, etc.) and Specific Role: Project manager for construction of approximately 18,000 LF of 12-inch water main along Lebanon Church Road; 7,300 LF of 4-inch sewer force main with six horizontal directional drill crossings and a new vacuum-primed wastewater pump station. Engineering services included preliminary engineering reports, design, permitting, easement surveying and mapping, bid and award assistance, construction administration and observation, and record drawings.

Performed Relevant Project with Current Firm:

Yes □ No 🗹

 Relevant Project – Title & Location (City & State): NC Highway 46 Water and Sewer Utility Relocations (Northampton County, NC)

Year Completed - Professional Services: 2013

Year Completed - Construction (if applicable): 2014

Brief Description (Scope, size, cost, etc.) and Specific Role: Project manager for construction of approximately 3,000 LF of 12-inch water main, 500 LF of 3-inch sewer force main and 2,000 LF of 6-inch sewer force main along NC 46. Engineering services included design, permitting, and construction observation.

Performed Relevant Project with Current Firm:

Yes □ No W



Form C - Resumes of Key and Subconsultant Personnel

For this section, please use one (1) sheet per personnel entry.



1. Name: Jeremy Rivenbark, PE

2. Organizational/Project Role:

3. Years of experience - Total: 17

With current firm: <1

- Education (Degree and Specialization): B.S. Environmental Engineering, North Carolina State University
- 5. Current Professional Registration (State & Discipline): Professional Engineer, NC
- 6. Other Professional Qualifications (Publications, Organizations, Training, Awards, etc.): AWWA Member
- Relevant Project Title & Location (City & State): Downtown Loop Watermain Replacements (Durham, NC) Year Completed – Professional Services: 2016

Year Completed - Construction (if applicable): 2016

Brief Description (Scope, size, cost, etc.) and Specific Role: The approximately \$6.5 million construction cost project involved engineering services to evaluate approximately 14,000 LF of water lines (2*-16") in the Durham's Downtown Loop area for rehabilitation/replacement. The team provided utility assessment, field evaluation, design and permitting, bid and award phase, and construction administration/observation services. Additionally, this project required extensive public and stakeholder involvement for the urban corridors. The public involvement approach involved individual landowner meetings, group meetings, and internal interdepartmental meetings with the City. The construction phase of the project continued the outreach while involving field and office based staff. The project area involved construction within congested corridors over a nearly two-year span. Multiple resident project representatives were utilized coinciding with the day, night, and weekend construction periods. The project was completed within budget and with minimal public complaints in one of the most challenging project environments.

Project Role: Project Manager/Engineer of Record

Performed Relevant Project with Current Firm:

Yes □ No M

8. Relevant Project - Title & Location (City & State): North Carolina DOT, Utility Engineering On-call (Statewide)

Year Completed - Professional Services: 2000-2016

Year Completed - Construction (if applicable): 2000-2016

Brief Description (Scope, size, cost, etc.) and Specific Role: The multiple years of on-call engineering design contracts and subsequent contract reselections over the years entailed study, design, and permitting of utility conflict resolutions, upgrades, and extensions associated with NCDOT roadway projects statewide. Projects included small diameter collection and distribution mains through larger diameter transmission mains and interceptors of various material types. Designs were incorporated into NCDOT plan sets and permitted/bid/constructed with NCDOT TIP projects.

Project Role: Project Manager/Engineer of Record

Performed Relevant Project with Current Firm:

Yes □ No Ø

9. Relevant Project - Title & Location (City & State): Mitchell Mill Road Widening (Raleigh, NC)

Year Completed - Professional Services: 2015

Year Completed - Construction (if applicable):

Brief Description (Scope, size, cost, etc.) and Specific Role: The overarching City project entailed roadway realignment and significant widening to accommodate increased traffic volumes near the



edge Raleigh's northern city limits. Utility elements of the project involved design and permitting for 5,700 LF of 16" DI waterline and 1,000 LF of 8" gravity sewer along the project corridor. Existing utilities were closely evaluated for conflicts with proposed corridor improvements and these new extensions incorporated to improve existing system service limitations and fire flow demands in the area. The project involved close coordination with the Public Works roadway project to include these utility upgrades as part of the overall construction plan set.

Project Role: Project Engineer for utilities

Performed Relevant Project with Current Firm: Yes □ No W



Form C - Resumes of Key and Subconsultant Personnel

For this section, please use one (1) sheet per personnel entry.

- 1. Name: Julian "Tim" Bristow
- 2. Organizational/Project Role: CJS Temporary Employee / Construction Observer
- 3. Years of experience Total: 25 years (12 with Northampton County) With current firm: n/a
- 4. Education (Degree and Specialization): n/a
- 5. Current Professional Registration (State & Discipline): n/a
- Other Professional Qualifications (Publications, Organizations, Training, Awards, etc.): Previously held operator certifications for water and wastewater treatment, spray irrigation, water distribution, and sewer collection.
- Relevant Project Title & Location (City & State): Phase V Water System Improvements (Northampton County, NC)
 Year Completed Professional Services: 2015

Year Completed - Professional Services: 2015

Year Completed - Construction (if applicable): 2015

Brief Description (Scope, size, cost, etc.) and Specific Role: Construction observer for approximately 243,000 LF of 2-inch through 8-inch water line with multiple horizontal directional drill and bore and jack installations.

Performed Relevant Project with Current Firm:

Yes □ No M

8. Relevant Project - Title & Location (City & State): Phase IV Water Project (Northampton County, NC)

Year Completed - Professional Services: 2002

Year Completed - Construction (if applicable): 2002

Brief Description (Scope, size, cost, etc.) and Specific Role: Construction observer for 35 miles of 2, 6, and 8-inch water mains.

Performed Relevant Project with Current Firm:

Yes □ No 🖾

9. Relevant Project - Title & Location (City & State): Phase III Water Project (Northampton County, NC)

Year Completed – Professional Services: 2000

Year Completed - Construction (if applicable): 2000

Brief Description (Scope, size, cost, etc.) and Specific Role: Construction observer for 50 miles of 2, 6, and 8-inch water mains.

Performed Relevant Project with Current Firm:

Yes □ No M

10. Relevant Project - Title & Location (City & State): Phase II Water Project (Northampton County, NC)

Year Completed - Professional Services: 1992

Year Completed - Construction (if applicable): 2991

Brief Description (Scope, size, cost, etc.) and Specific Role: Construction observer for 75 miles of 2, 6, and 8-inch water mains.

Performed Relevant Project with Current Firm:

Yes I No M



Form C - Resumes of Key and Subconsultant Personnel

For this section,	please use	one (1) sheet	per	personnel	entry
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- 1. Name: Kenneth Odom, PLS
- 2. Organizational/Project Role: Fieldwork and Survey Manager
- 3. Years of experience Total: 17

With current firm: 17

- 4. Education (Degree and Specialization): n/a
- 5. Current Professional Registration (State & Discipline): Professional Land Surveyor, NC
- 6. Other Professional Qualifications (Publications, Organizations, Training, Awards, etc.): n/a
- 7. Relevant Project Title & Location (City & State): Century Link Fiber Optic Cable Easement (Conway, NC)

Year Completed - Professional Services: 2017

Year Completed - Construction (if applicable):

Brief Description (Scope, size, cost, etc.) and Specific Role: Measured stakeout and mapped 1,900-foot easement for record.

Performed Relevant Project with Current Firm:

Yes ₩No □

 Relevant Project - Title & Location (City & State): Water Line easement for Rodney White in Gaston Township, (Northampton County, NC)

Year Completed - Professional Services: 2015

Year Completed - Construction (if applicable):

Brief Description (Scope, size, cost, etc.) and Specific Role: Surveyed the easement and produced a recordable plat for Northampton County of about 900-feet.

Performed Relevant Project with Current Firm:

Yes M No D

9. Relevant Project - Title & Location (City & State): Social Service Site Topography Maps (Northampton County, NC)

Year Completed - Professional Services: 2016

Year Completed - Construction (if applicable):

Brief Description (Scope, size, cost, etc.) and Specific Role: Completed topography maps for land on Highway 305 near Jackson, NC.

Performed Relevant Project with Current Firm:

Yes M No 🗆



Form D - Additional Information

I. Project Work Plan

A description of our work plan for each phase of project services is provided below.

A. Design and Permitting

For the design of the project improvements we proposed the following plan:

- Conduct a project kick-off meeting or call with the County to discuss the overall project plan, schedule, and responsibilities.
- Collect available record drawings from Northampton County for the existing water lines along Squire Road and NC 46.
- Prepare maps with aerial background and available GIS layers for field evaluations
- Perform field evaluations and collect data on existing conditions and determine proposed waterline relocation alignment.
- Prepare formal engineering plans from field evaluations and based on review of other available records. Plans shall include a title sheet, general notes, legend a vicinity map sheet, a waterline relocation plan sheet(s), and construction detail sheets.
- The waterline relocation plan will include a 1"= 40" horizontal scaled plan overlaid on aerial background with LiDAR topo.
- Prepare technical specifications for the water line construction meeting the County's current design and material standards and the NCDEQ minimum design criteria.
- Prepare "front end" documents including bidding and contracting requirements to be combined with the technical specifications for a complete project manual.
- Submit a 95% design set of plans, project manual, and construction cost opinion to the County for review and comment.
- 10. Make revisions to the 95% design documents based on County review comments and prepare the final design documents for permit submittals.

For the permitting, we will submit the final design documents and permit application (including review fee) to NCDEQ Public Water Supply for Approval of the Plans and Specifications and Authorization to Construct. We do not anticipate an erosion and sedimentation control plan approval from NCDEQ – Division of Land Resources will be required because the land disturbance should be less than 1.0 acre based on the current scope of the project. Furthermore, we understand that the County would prefer to bore (horizontal directional drill) beneath the existing stream to avoid environmental impacts. Therefore, we do not anticipate environmental permitting through the US Army of Corp of Engineers and/or NCDEQ will be required. It is anticipated that an NCDOT Encroachment Agreement will need to be process for the connection to the existing water line at NC 46. Therefore, we propose to submit the following permit/encroachments for approval on behalf of the County;

- NCDEQ Public Water Supply Approval and Authorization to Construct
- NCDOT 16.1 R/W Encroachment Agreement

B. Easement Surveying and Mapping

Odom Land Surveying Company of Roanoke Rapids will perform the easement surveying and mapping duties for CJS Conveyance. The surveying and mapping will be lead by owner Kenneth Odom. This arrangement provides for local surveying knowledge and cost effective services. Odom Land Surveying will perform the necessary deed research and field survey to prepare a 15-foot wide permanent utility easement map for the proposed waterline relocation. The map can be prepared as a plat or an exhibit that can be attached to the deed of easement. The map will be submitted to the County for approval and recordation.

In addition to the easement surveying and mapping, Odom Land Surveying will also stake the edge of the existing right-of-way along the project alignment for construction.

Record drawing surveying and mapping services are not provided as part of these scope of services.

C. Bidding

Upon receiving permit and encroachment approvals, CJS will prepare the final bid documents required for informal bidding and submit bid documents to prospective bidders requesting the documents. Bidder questions will be addressed by CJS through formal addenda reviewed and approved by the County prior to issuance. A pre-bid conference will be facilitated by CJS at the County Public Works Department. Bids received by the County will be reviewed by CJS and certified bid tabs will be prepared and provided to the County along with a letter of recommendation for award. It is anticipated that the County Public Works Director will attend and deliver the recommendation for award to the County Commissioners at a regularly scheduled Board Meeting.



Form D - Additional Information

D. Construction Administration, Observation, and Record Drawings

Following authorization by the County Commissioners to award the construction contract, CJS will prepare the construction contract documents and distribute to the selected to the contractor for execution and delivering of bonds and insurance certificates. The returned contract documents will be reviewed by CJS and the County and the Agreement and Notice to Proceed will be issued upon completion of the review and acceptance by the County.

CJS will provide full construction administration services including;

- Review of submittals schedules, shop drawings, sketches, test reports
- Review of partial pay requests and recommendations for payment
- Review of RFI's, change orders and other contractual documents submitted by the Contractor
- · Respond to questions from the Contractor and County
- Attendance at project progress meetings (anticipate 2 bi-weekly meetings in field)
- Review of close out documentation and recommendation for final payment
- Prepare record drawings based upon as-built information provided by the Contractor
- Submit engineering certifications to the State as required for final approval

· Provide record drawings to the County

CJS will employ Mr. Tim Bristow for delivery of construction observation services. Mr. Bristow is uniquely qualified for this role with his previous involvement with Phases II – V of the Water System Improvements as described previously in the State of Qualifications. Mr. Bristow will be available for a minimum of 3 days per week to provide construction observation and communicate his observations directly with the Engineer and County. He will observe the construction and review the Contractor's work for compliance with the construction contract documents. His observations will be relayed to the Engineer and the information will be documented in Daily Field Observation Reports and submitted to the County.

During all phases of the project, CJS team members will work closely with the County Public Work staff as they have done over the last several years to ensure the County's needs and expectations are being met. Mr. Windley will be the main point of contact for the County and will be responsible for the overall engineering services.

Our team has prepared a project schedule based on the proposed scope of services and our knowledge of the project requirements. This schedule is presented below.

Project Schedule

Project Phase	Start	End	Duration (Calendar Days)
Project Start	5/1/2017		
Design	5/1/2017	6/15/2017	45
Easement Surveying	05/21/2017	6/15/2017	25
Permitting	6/16/2017	8/15/2017	60
Bid and Award	8/25/2017	10/9/2017	45
Construction Contract	10/10/2017	11/9/2017	30
Construction Period	11/10/2017	12/15/2017	35
Record Drawings	12/5/2017	12/19/2017	14
Project Completion		12/24/2017	237



Form D - Additional Information

II. Team Qualifications

We have provided project team resume information on Form C per the RFQ. Overall qualifications for the project team members are provided below.

Project Manager - Chris Windley, PE

Mr. Windley has worked with Northampton County for over 10 years as a project engineer or project manager on numerous projects with the County including;

- Lebanon Church Road Sewer Improvements (CDBG Project)
- NCCAR Water and Sewer Improvements
- · Enviva Offsite Water and Sewer Improvements
- NC Highway 46 Water and Sewer Utility Relocations
- Phase V Water System Improvements
- Booster Pump Station Upgrades

He has accumulated extensive municipal water engineering experience over his 17-year career including work on water relocation, replacement and rehabilitation projects. Mr. Windley has worked on numerous water main projects ranging from small diameter water main replacements to water system expansions including up to 65 miles of water main installations.

Project Engineer - Jeremy Rivenbark, PE

Mr. Rivenbark has over 17 years of experience in water and wastewater engineering with specific experience in water main relocation projects including relocations for NCDOT roadway project, relocations within residential subdivisions, and relocations within congested urbanized settings.

He will serve as the Project Engineer, handling the day-to-day engineering services and coordinating the subconsultant services. Additionally, he will handle the construction administration services and work directly with County and Mr. Bristow. Construction administration is one of Mr. Rivenbark's strongest skills and he is accustomed to working with regulatory agencies, local residences, construction observers and contractors to resolve issues that arise during construction in a time effective manner.

Project Construction Observer - Tim Bristow Mr. Bristow has perhaps as much knowledge of the County's water system as anyone through his 12 years of services with the County's Public Works Department

and his role as the Resident Project Representative

ment, he worked on Phases II, III and IV of the County's Water System Improvements.

Mr. Bristow and Mr. Windley worked together on the

During his 12 years at the County Public Works Depart-

(RPR) on the Phase V Water System Improvements.

Mr. Bristow and Mr. Windley worked together on the Phase V Water System Improvements project in identical roles as proposed for this project. They are eager to work together again on the Squire Road Waterline Relocation Project to provide the highest level of service to the County. Mr. Bristow lives in Conway and therefore, he will be readily available to serve the construction observation needs in a timely manner, while minimizing project expenses for travel.

Project Surveyor - Kenneth Odom, PLS

Mr. Odom works from his office in Roanoke Rapids and will provide the easement surveying and mapping services for the project. He is familiar with the County's local easement mapping requirements and as with Mr. Bristow, he locale will allow his services to be completed in a timely manner and with minimal expenses.

We have assembled a team that provides the County with an unmatched level of experience and familiarity of the County's Water System, with 50% of the key project team members residing in Northampton County.

II. Firm Financial Stability and Insurance

CJS Conveyance is financial stable as evidenced by ongoing projects with multiple clients and the work assignments contracted over the next two years. Although a relatively new firm, we proudly operate as a debt-free business. Our insurance coverage is based on limits that meet or exceed most local government contracting requirements within the State. We have provided a copy of our Certificate of Insurance for your information.

IV. Unit Pricing for Engineering and Surveying Services

If selected based on our qualifications, we are prepared to provide engineering and surveying services at the following hourly rates for key staff on the project team.

Project Team Member	Rate/Hr
Project Manager	\$160
Project Engineer	\$140
Project Surveyor	\$100
Construction Observer	\$50



RE: Squire Road Waterline Relocation Project - Jason S. Morris

Page 1 of 2

RE: Squire Road Waterline Relocation Project

Chris Windley < cwindley@cjsconveyance.com>

The T////017 12,56 PM

1- Jason S. Morris «jason.morris@nhono.net»;

hypothes High

Jason,

Thanks for sending the resolution to me. Below is a table with our proposed engineering service fees. Please note that the fees below include permit fees and expenses and the construction services are based on a total construction contract period of 4 weeks. If you have any questions, please do not hesitate to contact me.

Squire Road Waterline Relocation Project Engineering Fees

Project Task	Total Fee		Fee Type
Design and Permitting*	\$	9,285	LS
Easement Surveying and Mapping	\$	3,105	LS
Informal Bidding	\$	4,620	LS
Construction Administration**	\$	6,350	1.5
Construction Observation**	\$	4,945	TE
Record Drawings	\$	1,240	LS
Total	\$	29,545	

^{*} Includes permit fee for Public Water Supply

LS - Lump Sum

TE - Time+ Expense

Thanks, Chris

From: Jason S. Morris [mailto:jason.morris@nhcnc.net]

Sent: Tuesday, March 7, 2017 11:57 AM

To: Chris Windley <cwindley@cjsconveyance.com> Subject: Squire Road Waterline Relocation Project

Chris,

Please find attached for your records a copy of the resolution for this project. Please forward a copy of your proposal to perform the needed work on this project as discussed at your earliest convenience.

^{**} Based on 4 weeks of construction

RE: Squire Road Waterline Relocation Project - Jason S. Morris

Page 2 of 2

Thanks,

Jason S. Morris, UMC

Public Works Director, Northampton County

P.O. Box 68 * 9371 NC 305 Hwy

rackson, N.C. 27845

Ph: (252) 534-6341 Fax: (252) 534-1525

Email: Jason mor/Jusephere res



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NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

Meeting Date :	<u>04-03-2017</u>
Agenda Tab Number:	6
Agenda Time:	10:25
Presenter and/or Subje	et Matter:
	Ms. Kimberly Turner, County Manager
1) Introdu	ction of Dr. Michael A. Elam, President of HCC
	2) Management Matters

Komita Hendricks

Introduction of Dr. Michael A. Elam, President of HCC

Home

Admissions

Financial Aid

Schedules Distance Learning



Home

Presentations

Michael A. Elam, Ed. D.

Dr. Michael A. Elam has been selected as the fifth President of Halifax Community College in Weldon, NC. He was formerly President at Roanoke-Chowan Community College in Ahoskie, NC, a



comprehensive community college serving 75,000 residents in a three county rural service area. Prior to moving to Ahoskie, Dr. Elam lived in Baton Rouge, Louisiana, where he served as the Vice President for Strategic Initiatives for the Louisiana Community & Technical College System. Before accepting that state-wide responsibility, he provided leadership as Interim Chancellor for both Sowela Technical Community College and Central Louisiana Technical Community College in Lake Charles and Alexandria, LA respectively. Prior to moving to Louisiana, Dr. Elam was selected and served as the sixth President of College of the Mainland in Texas City, TX. College of the Mainland is a single campus institution with a \$32 million dollar budget and a large petrochemical community.

In addition, he has held numerous leadership positions at the university and community college levels, including Daytona State College, Florida State College at Jacksonville, the University of Houston, Eastern Kentucky University, and Illinois State University, acquiring more than 33 years of experience in higher education.

Dr. Elam was born in North Carolina but grew up in Philadelphia, Pennsylvania. He earned a Bachelor of Science degree in Zoology and a Master of Education degree in Student Personnel Administration from Howard University. Dr. Elam's Educational Doctorate was conferred by Nova Southeastern University in Higher Educational Leadership.

Dr. Elam and his wife Maxine currently reside in Roanoke Rapids, NC and they have two adult children and four grandchildren.

Management Matters



JACKSON, NC 27845
PHONE (252) 534-2501

FAX (252) 534-1166

Northampton County
"A GREAT PLACE TO RAISE FAMILIES, PROFITS, AND EXPECTATIONS"
P.O. BOX 808

March 2, 2017

Dr. Monica Smith-Woofter Superintendent Northampton County Schools Post Office Box 158 Jackson, NC 27845

Dear Dr. Smith-Woofter:

The Northampton County Board of Commissioners conducted their Board Retreat on Wednesday, March 1, 2017 and a topic of discussion was Northampton County Schools' needs. In preparing for our short and long range goals, we wanted to include the School Systems' plans for academics and capital outlay.

In an effort to plan for the future and capture all needs of agencies that the County is responsible for, we respectfully request a copy of Northampton County Schools' short and long range plans for academics and capital outlay (buildings), which should include plans for Rich Square Creecy and Seaboard Coates Schools.

Thank you and if you have any further questions or concerns, please do not hesitate in contacting me at (252) 534-2501.

Sincerely,

cc:

Kimberly L. Turner County Manager

Northampton County Board of Commissioners



March 13, 2017

Ms. Kimberly Turner, County Manager Northampton County Commissioners PO Box 808 Jackson, NC 27845

Dear Ms. Turner:

The Northampton County Board of Education reviewed the correspondence from you during their March 11, 2017 Board Retreat. Long-range and short-range facility plans are always a topic of discussion during our monthly meetings. The Board and administrative staff are in the process of prioritizing capital outlay needs for next school year. Routinely we do so twice a year and, on an ongoing basis, we discuss short term and future facility plans. Based on the planning allotment amount that you communicated in your March 6, 2017 letter, once again we are limited to just meeting some of the immediate facility needs that we have outlined; as the indicated amount for planning purposes is certainly inadequate for the increasing maintenance and upkeep costs for aging facilities. Thus, we must limit the funding that you appropriate to the existing buildings that still house students. The local capital outlay funding appropriated on an annual basis does not even cover the capital outlay priorities that are identified within a given school year. Therefore, with the limited funding appropriated to Northampton County Schools, we are unable to plan for and/or realistically speak to any future use of Seaboard Coates and Rich Square Creecy school sites. Until adequate funding is appropriated from the County Government on an ongoing basis, Northampton County Schools is unable to engage in further discussions regarding those two facilities. However, we implore you to schedule a joint meeting with us so that we can discuss and share in detail the rationale for the shortand long-range goals that we have identified.

Our long-range facility plans were communicated in the 2016 Facility Plan report that you received during the 2015-2016 school year. As included in the 2016 Facility Plan, the need for a centrally located school remains a priority for Northampton County Schools. Until the construction of a centrally located school comes to fruition, Northampton County Schools cannot move forward with the closing of any other school within the district as recommended in the last three feasibility studies received within the last 10 years.

Northampton County Schools' plans for academic improvements are outlined in our schools' School Improvement Plans (SIP) and the Board of Education District Plan of Action. School Improvement Plans are updated on an annual basis, reviewed quarterly by state level personnel, and monthly by the leadership team and school staff. Parents and/or community members are a part of the leadership team. School Improvement Plans are shared with parents and community members routinely throughout the school year. If

you wish to receive a copy of each schools' SIP, please visit the schools' website and/or at your request, we will provide you a copy of each school's plan. The District Plan of Action, which identifies goals and action steps, outline the priorities we have been implementing since spring of 2015 and can be found on our webpage (See web address at the bottom of this letter). All schools and the district have identified improvement priorities that you may review at any given time. It is our intention to move all of our schools and ultimately the district out of low-performing status by 2018. Michael Fullan stated,

"In our own work and in our review of other cases, we have been interested in how long it takes to turn around a poor performing school or district to one which evidences good performance. (Fullan, 2001a) The short answer is 3-6-8 years; that is, it takes about three years to turn around an elementary school, six years for a high school and eight years for a district. By turn around I mean a significant increase in student achievement."

Northampton County Government's commitment and willingness to invest in the educational success of Northampton County Schools is imperative. In order to turnaround low performing schools, our families, community members, school staff, and all other stakeholders must engage and work together to be a part of the ongoing problem-solving and viable solutions that promote student success. Therefore, we encourage Northampton County Government to embrace their responsibility and invest accordingly.

Sincerely

Monica Smith-Woofter, Ed. D.

Superintendent

cc: Northampton County Board Members Northampton County Commissioners

Ms. Kimberly Turner, Northampton County Manager

701 N. Church Street, Jackson, NC

1 252-534-1371

es smith-

woofterm@northampton.k12.nc.us www.northampton.k12.nc.us



March 11, 2017

Representative Michael Wray North Carolina House of Representatives 300 N. Salisbury Street Raleigh, North Carolina 27603-5925

Dear Representative Wray:

The Northampton County School Board received notification that four House members filed legislation on Thursday, March 9, 2017 eliminating school boards' ability to file litigation challenging local funding sufficiency. We have grave concerns regarding the passing of such legislation, which is identical to the bill that the House voted down in 2015. We understand that you and three other representatives, Reps. Debra Conrad, R-Forsyth, Larry Potts, R-Davidson, and Carl Ford, R-Rowan, sponsored HB 305. We are also aware that during the last session, the North Carolina School Board Association (NCSBA) and the NC Association of County Commissioners agreed to have the General Assembly study the current process for resolving education-funding disputes between school boards and county commissioners. This study is currently underway, and the final report is due by May 1. Our Board and the NCSBA are asking lawmakers to hold off on hearing HB 305 until this report's findings and recommendations are released.

Unfortunately, Northampton County Government has historically provided inadequate funding for capital outlay and operational expenditures, thus insufficiently investing in the Northampton County educational system in past years. As you may be aware, within the last 16 years it has been necessary for Northampton County Schools to request additional funding appropriations of the county government due to inadequate appropriations for several years. Until the March 2016 Primary, for at least five years, Northampton County Government stalled on including and eventually refused to support a bond referendum request on the May 2012 Primary Ballot to seek voter support for the construction of a new centrally located school. Without the ability to file litigation in order to engage the Northampton County Government in discussions and mediation when inadequate funds are appropriated, the school system would not have been able to receive additional funding appropriations for the upkeep of aging facilities and increased current expense costs. For your review, we have included a chart briefly outlining historical information regarding Northampton's budget disputes since the 2000 Fiscal Year.

Budget Dispute Fiscal Year	Outcome of Dispute		
2000	No additional Money Awarded		
2001	Cty agreed to fund an additional \$200,000 1.Cty. agreed to authorize LEA to move \$100,000 from capital outlay to current expense 2.Cty originally agreed to put the bond referendum request on the May 2012 Primary Ballot during dispute/mediation meeting; however, the Cty. removed request from the ballot before May 2012 Primary without consulting BOE		
2011			
2016	1.Cty. agreed to appropriate an additional \$550,000 2.Cty. agreed to place the supplemental tax increase request on the March 2016 Primary Ballot (citizens voted against)		

We would appreciate further discussion with you regarding this matter and trust that you will reconsider your support of HB 305. As we have already extended an invitation to you to attend our regular March Board meeting, we hope that you will visit and/or contact us soon regarding this matter.

Sincerely,

Clinton Williams, Chair

Northampton County Board of Education

cc: Northampton County Board Members Northampton County Commissioners

Ms. Kimberly Turner, Northampton County Manager

701 N. Church Street, Jackson, NC

€ 252-534-1371

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woofterm@northampton.k12.nc.us www.northampton.k12.nc.us

NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

Meeting Date :	<u>04-03-2017</u>
Agenda Tab Number:	7
Agenda Time:	10:45
Presenter and/or Subject	ct Matter:
	Citizens/Board Comments

Komita Hendricks

NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

Meeting Date :	04-03-2017
Agenda Tab Number:	8
Agenda Time:	<u>11:15</u>
Presenter and/or Subj	ect Matter:
	Closed Session
	G.S. 143-318.11 (a)(4)-EDC Report

Komita Hendricks