



Contract Preparation and Submission Checklist

This checklist is a guide to assist you in preparing and submitting your contract. All items listed must be completed and/or returned with the contract.

Service Provider Name: _____
Data Universal Numbering System (DUNS) Number: _____
<i>To make updates to your vendor profile, please visit MeckProcure.com</i>

Requirements for Submission (check all included)

Documents Needed to Process a Contract			
<input type="checkbox"/>	<u>Tax Exempt Letter (If Applicable)</u>		<u>Certificate of Insurance</u>
<input type="checkbox"/>	<u>Regulatory Licensure (If Applicable)</u>		Must be current , list Mecklenburg County as the certificate holder , and include the following coverages
<input type="checkbox"/>	<u>Compliance Trainings</u> Visit the website link to complete training. Training must be completed within ten (10) days of receipt of contract by any employee that provides services under this contract		<input type="checkbox"/> Automobile Liability <input type="checkbox"/> Commercial General Liability * Mecklenburg County must be listed as additional insured <input type="checkbox"/> Worker's Compensation (If less than three employees a statement on your company letterhead is required) <input type="checkbox"/> Professional Errors and Omissions <input type="checkbox"/> Sexual Abuse and Molestation <input type="checkbox"/> Network Security and Privacy Liability <input type="checkbox"/> Fidelity Bond
Documents Requiring Submission on Agency Letterhead and notarized			
<input type="checkbox"/>	Exhibit B – Conflict of Interest Policy		Must be on your letterhead/stationary
<input type="checkbox"/>	Exhibit C – Overdue Tax Letter		Must include the original signature matching the person and date on the notarized Signature Page or be separately notarized.
Documents Requiring Signature			
<input type="checkbox"/>	Exhibit D – Combined Federal Certifications	<input type="checkbox"/>	Exhibit E – Certification Regarding Transportation
<input type="checkbox"/>	Exhibit F – State Certification	<input type="checkbox"/>	Exhibit G – Non-Discrimination, Clean Air, Clean Water
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	Signature Page		
Methods of Submission			
Email			Hand Deliver/Mail
Submit a PDF copy to: Procurement Analyst: Brandy Ross Brandy.Ross@MeckNC.Gov		OR	Mecklenburg County Government Procurement Division Financial Services Department 700 East 4 th Street, 4 th Floor Charlotte, NC 28202



State of North Carolina
Mecklenburg County

County Funds
State Funds
Federal Funds
Other Funds

CFDA # Number(s)
Type of Other Funding.

This Contract, entered into as of the _____ of _____, by and between the COUNTY OF MECKLENBURG, through its Department of Social Services, hereinafter referred to as "County" and _____, hereinafter referred to as "Vendor".

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

The Department and Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1 Purpose and Contract Amount

The Department is engaging the Provider for the purpose of _____, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed \$ ____.

1.2 Effective and Ending Dates

The service performance period under this Contract shall commence on July 1, 2021 or the last party signature date, whichever is later. The contract term is for the fiscal year ending June 30, 2021 but the contract terms and conditions may be renewed for **two (2)** additional one-year terms up to and until June 30, 2023, upon the parties mutual exercise of options to renew the contract prior to the end of each fiscal year. The contract renewal options will be subject to annual appropriation of funding for services and the mutual intent of the parties evidenced by the completion and submission of the following: a Contract Renewal Notice executed by the parties; the completion of required annual documentation including proof of insurance; annual training; and submission of State and Federal certifications as required Attachments signed and submitted prior to the expiration of each contract term.

1.3 Official Payee and Party Representatives

1.3.1 The name, address, telephone number and e-mail address of the Vendors' Contract Administrator:

Name:
Address:
City: State: Zip Code:
Phone: Ext: E-mail:

1.3.3 The name, address, telephone number and e-mail of the Project Manager for the Department for this Contract:

Name:
Address:
City: State: Zip Code:
Phone: E-mail:

1.3.2 The name, address, telephone number and e-mail of the Vendor's representative responsible for administration of the program under this Contract (and primary point of contact):

Name:
Address:
City: State: Zip Code:
Phone: Ext: E-mail:

1.3.4 The name, address, telephone number and e-mail address of the Procurement Analyst for this Contract:

Name:
Address: 700 E. 4th Street, 4th Floor
City: Charlotte State: NC Zip Code: 28202
Phone: E-mail:

1.3.5 Services to be provided, service code(s), number of individuals, number of units of service and definition of unit of service will be identified if applicable.

Is Applicable

Is Not Applicable

1. Service:

2. Service Code:

4. Number of Units of Services:

3. Number of Individuals:

5. Definition of Unit of Service:

Any additional services shall be listed in **Exhibit A –Scope of Work**.

2. INCORPORATION

The following Exhibits are attached to this Contract and incorporated herein and made a part of this Contract by reference:

Exhibit A: Scope of Work

Exhibit B: Conflict of Interest Policy

Exhibit C: Overdue Tax Letter

Exhibit D: Federal Certifications

Exhibit E: Transportation

Exhibit F: State Certifications

Exhibit G: Non-Discrimination, Clean Air Act, Clean Water Act

Each reference to the Contract shall be deemed to include all Exhibits. Any conflict between the language in an Exhibit to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract; provided, however, if the parties have executed a Business Associate Agreement, either as an Exhibit to this Contract or as a separate agreement, any conflict between the Business Associate Agreement and this Agreement shall be resolved in favor of the Business Associate Agreement.

3. METHOD AND CONDITION OF PAYMENTS – FOSTER CARE

3.1 Item(s) marked identify the payment for service(s) provided. Rates are determined as follows:

	Rate Type	Child Group	Rate
<input type="checkbox"/>	Foster Care Non-therapeutic rates using the maximum North Carolina participant rates	0 – 5 years	/month
		6 – 12 years	\$1,564/month
		13 and up	\$1,638/month
<input type="checkbox"/>	Room and Board rates for Therapeutic Foster Care Level II	0 – 5 years	\$475/month
		6 – 12 years	\$581/month
		13 and up	\$634/month
<input type="checkbox"/>	Residential Treatment Level III- Residential Room and Board rates	0 – 4	\$43/day
		5 and up	\$33/day
<input type="checkbox"/>	Residential Rates – Group Homes	0 – 5 years	\$4,279/month
		6 – 12 years	\$4,437/month
		13 and up	\$4,516/month
<input type="checkbox"/>	Residential Rates – Emergency Placement	\$ ___ per child per day Number of Children ____	

Enhanced rates may be applicable and negotiated in certain cases and must be approved in advanced by CSSD. Providers must submit the Exception/Enhanced Rate Request Form to BHD@Mecklenburgcountync.gov. This rate may be allowed up to thirty (30) days. Definition of enhance rates is children:

- i. Identified as leveled for therapeutic foster care but awaiting the managed care organization (Cardinal Innovations Healthcare Solutions) approval for funding.

- ii. Whose behavioral and mental health needs would qualify them for therapeutic foster care but in the process of being assessed and approved for this level of service.
- iii. Exhibiting behaviors that would be difficult to manage in a regular foster home setting but do not meet the full requirements for therapeutic foster care.
- iv. Exhibiting criminal and/or sexualized behaviors towards other children or adults.
- v. With medical conditions that require specialized care, therapy, medical equipment and/or supplies to maintain and sustain their life functions.

Additional Staff

- i. \$ /Child/Day
 - ii. Need for one-on-one with the child when a child/youth has sexualized, and/or
 - iii. High risk behaviors has been admitted for placement.
 - iv. DSS Exception/Enhanced Rate Form must be submitted.
 - v. CSSD Clinical Director must pre-approve.
 - vi. Supporting documentation must be accompanied with the invoice to include interventions provided by the additional staff.
- 3.2 Service Provider will submit monthly detailed invoices via electronic format to the email address: HSFInvoiceProcessing@MecklenburgCountyNC.gov.
- 3.3 Electronic invoices must be submitted in accordance with the privacy and security requirements set forth in **SECTION V – SAFEGUARDING CUSTOMER AND COUNTY INFORMATION**. Payment will be made via electronic funds transfer.
- 3.4 Payment will not be authorized for any period of time in which reimbursement is denied by the State to the County for any reason including licensing exceptions. A reconciliation report will be sent via an e-mail from DSS Data Integrity – indicating invoice adjustments. A response is required within ten (10) business days if there are issues with the adjustments. After ten (10) days the reconciliation reports stands and there will be no adjustments after that time.
- 3.5 Invoices must include services for the full calendar month and received by DSS by the fifth (5th) of the month for the previous month. Payment will be made within thirty (30) days of date of invoice provided there are no issues requiring reconciliation of data between the ISSI Child Welfare System, DSS and the Service Provider.
- 3.6 Upon receipt, the invoice will be validated and verified for accuracy and submitted to finance for payment. Incorrect invoices will be clarified with Service Provider with corrections/changes made on a revised invoice.
- 3.7 The date of the revised invoice will be considered as the original date of the invoice.
- 3.8 Failure to send requests to the appropriate person may result in payment being delayed beyond thirty (30) calendar days.
- 3.9 By the fifth (5th) day of each month, with the exception of the last month of service rendered in current Contract year, Service Provider will submit monthly invoices in the format specified by DSS, summarizing services rendered from first day of the prior calendar month through the last day of the prior calendar month.
- 3.10 Invoices must include the number of customers served, number of service hours delivered, and the total amount of reimbursement being requested.
- 3.11 For services rendered from June 1st through June 30th of the previous year, the invoice will be due no later than July 5th of the current year. Late billings must be submitted for payment no later than sixty (60) calendar days from the date of service.
- 3.12 Separate invoices must be sent for each type of service as noted below:
- 3.12.1 Invoices must:
 - 3.12.1.1 Be on company letterhead.
 - 3.12.1.2 Include an invoice number.
 - 3.12.1.3 Include the data.
 - 3.12.1.4 List the month for which services were delivered.
 - 3.12.1.5 Include the total amount invoiced.
 - 3.12.1.6 Provide a remittance address only.
 - 3.12.1.7 Include the signature of an authorized official of the Service Provider.
 - 3.12.2 Detailed information must be separately attached and must include:
 - 3.12.2.1 The legal name of each child (no nick names or initials).
 - 3.12.2.2 Names must be alphabetized.
 - 3.12.2.3 Placement type and number of days in each placement.

- 3.12.2.4 Dates of service (separately indicating multiple placements, AWOL, and respite status).
- 3.12.2.5 Facility license number.
- 3.12.2.6 Rate invoiced.
- 3.12.2.7 Total amount invoiced for each child.
- 3.12.2.8 Total amount on each detailed sheet which much correspond with the main invoice.
- 3.13 To ensure an accurate upload of data to the State of North Carolina Child Welfare System, items invoiced that do not match the Child Welfare System will be placed in a pending status.
 - 3.13.1 Payment will be contingent upon reconciliation of data between the ISSI Child Welfare and information provided by the DSS Social Worker and Service Provider.
 - 3.13.2 DSS will defer payment of any items for which reconciliation is outstanding and will provide Service Provider with this information within ten (10) business days.
 - 3.13.3 Payment will be made no later than thirty (30) business days after reconciliation. Within ten (10) calendar days, DSS will provide a follow-up of the reconciliation results to the Service Provider noting final determination of allowed and disallowed costs.
- 3.14 The County will authorize the approved amounts to be paid to the Service Provider. It is the sole responsibility of the Service Provider to manage current Foster Parents licensed with your facility.
- 3.15 Payment of services:
 - 3.15.1 Will not be authorized for any period of time in which reimbursement is denied by the State to the County for any reason including licensing exceptions.
 - 3.15.2 Is limited to seventy-two (72) hours for children that are absence without approved leave (AWOL). This will cover a maximum of two (2) occurrences during a thirty (30) day period for each child.
 - 3.15.3 Is not allowed on day of discharge.
 - 3.15.4 Will be approved for only those children placed and authorized the DSS Licensing/Placement Supervisor.
 - 3.15.5 Will be approved for room and board and supervision for children placed in treatment or therapeutic Foster Care.
 - 3.15.6 Will not be paid for any previously unbilled services from a prior fiscal year.

4. **AUDIT REQUIREMENTS**

- 4.1 Vendors with total revenue, from all sources, of less than one hundred thousand dollars (\$100,000) in annual funding are required to submit at a minimum an Annual Financial Compilation (AFC) prepared by a Certified Public Accountant. An AFC refers to financial statements that include the following:
 - 4.1.1 A balance sheet, statement of financial position or statement of assets, liabilities and owner's equity.
 - 4.1.2 A statement of income or statement of revenues and expenses.
 - 4.1.3 A statement of cash flows.
- 4.2 Vendors with total revenue, from all sources, of more than one hundred thousand dollars (\$100,000) in annual funding are required to submit an annual Audited Financial Statement prepared by a Certified Public Accountant. The audited financial statement must include the following:
 - 4.2.1 A balance sheet, statement of financial position or statement of assets, liabilities and owner's equity.
 - 4.2.2 A statement of income or statement of revenues and expenses.
 - 4.2.3 A statement of cash flows.
 - 4.2.4 An independent auditor's opinion.
 - 4.2.5 Notes to the financial statements and supplemental information.
- 4.3 The year-ended date for the financial statements must be no more than twelve (12) months prior to the beginning of the contract term.
- 4.4 Vendor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

5. **LEGAL RESPONSIBILITIES OF BOTH PARTIES**

Compliance with Federal and State Laws and Regulations and Authority to Contract

5.1 Vendor Responsibilities:

- 5.1.1 Have all the requisite power and authority to execute, deliver and perform its obligations under this Contract and to provide the service(s) stipulated in this Contract as described in the Vendor Responsibilities (Section I), in accordance with applicable standards for the service(s);

- 5.1.2 Furnish financial and program data as required to document that applicable standards have been met;
- 5.1.3 Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 5.1.4 for false claims and Statements and whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse, if applicable.
- 5.1.5 Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of Vendor or any of its officers, employees, agents or representatives.
- 5.1.6 Certify that no approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Vendor in order for Vendor to enter into and perform obligations under this Contract.
- 5.1.7 Not violate any contract with any third party by entering into or performing this Contract.
- 5.1.8 Assure that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funds that the Vendor otherwise expends for Contract Services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Vendor's total expenditure of other public funds for such services.
- 5.1.9 Make disbursements in accordance with the following requirements:
 - 5.1.9.1 Implement adequate internal controls over disbursements;
 - 5.1.9.2 Pre-audit all invoices/vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
 - 5.1.9.3 Assure adequate control of signature stamps/plates;
 - 5.1.9.4 Assure adequate control of negotiable instruments; and
 - 5.1.9.5 Implement procedures to insure that account balance is solvent and reconcile the account monthly.
- 5.1.10 Certify that it has identified to the County all jobs related to the Contract that have been outsourced to other countries, if any. The Vendor further agrees that it will not outsource any such jobs during the term of this Contract without obtaining prior written approval from the County.
- 5.1.11 Agree to make itself aware of and comply with, and cause its subcontractors to comply with all Federal, State, and local laws, regulations and ordinances, to the extent any apply, relating to the performance of this Contract and to the products and Services delivered hereunder, including without limitation, **E-Verify (Article 2 of Chapter 64 of the North Carolina General Statutes)**, Workers' Compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all applicable regulations of the Occupational Safety and Health Administration (OSHA). The Vendor further agrees to obtain all verifications, permits and licenses applicable to the performance of this Contract. If any violation of this section has occurred or does occur, the Vendor will indemnify, defend and hold harmless the County from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of such violation.
- 5.1.12 Represent and warrant that neither it nor any of its employees or subcontractors relevant to this Contract are excluded from any State or Federal health care programs. In the event Vendor is excluded from a State or Federal health care program, Vendor shall promptly notify the Department and this Contract shall immediately terminate. In the event an employee or subcontractor of Vendor is excluded from a State or Federal health care program, Vendor shall immediately notify the Department and immediately cease using that individual or subcontractor for this Contract.
- 5.1.13 Make available all services under this Contract to all persons without discrimination on the grounds of race, color, creed, national origin, religion, age, sex, disability or any other status protected by law.
- 5.1.14 Agrees to notify the County within five (5) days upon the receipt of notification from the North Carolina Secretary of State that the business charter, articles of incorporation, articles of organization, or certificate of authority of the corporation or limited liability company is under suspension pursuant to N.C.G.S. §105-230 for failing to file any report or return or to pay any tax or fee required by the North Carolina Department of Revenue or to sign an agreement for repayment within ninety (90) days after it is due.
- 5.1.15 Comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

- 5.1.16 Shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.
- 5.1.17 Iran Divestment Act Prohibition - Iran Divestment Act Prohibition – Vendor represents that as of the date of this Contract or purchase order, Vendor is not currently listed on the Final Divestment List created and maintained by the North Carolina State Treasurer pursuant to G.S.143-6A-4. Further, pursuant to G.S. 143C-6A-5(b), Vendor further agrees to notify the County Procurement Department if at any time during the term of this agreement, it is added to the "List." The Divestment List may be found on the State Treasurer's website at www.nctreasurer.com/iran.

6. DIGITAL ACCESSIBILITY COMPLIANCE

Mecklenburg County has a Digital Accessibility Policy related to all public-facing digital communications initiatives. The policy supports Mecklenburg County's goal of providing equal access to all members of the public, and complying with all applicable digital accessibility laws. Mecklenburg County has obligations under laws including (but not limited to): The Americans with Disabilities Act of 1990 (or "ADA", 28 CFR Parts 35 and 36), Section 508 of the Rehabilitation Act of 1973 (or "Section 508", 36 CFR 1194).

This policy should be used when procuring third-party products, components or services related to the "public-facing digital communications" that are considered to be in scope for accessibility compliance and defined as:

- **Mobile Websites and Applications:** Mobile optimized websites and native applications (e.g. iOS®, Android®) that can be used by the public to interact with any services offered by Mecklenburg County.
- **Websites & Social Media:** Websites and digital content (HTML or non-HTML) that can be accessed by the public via internet browser or social media platform (e.g. Facebook, etc.).
- **Other Public Facing Websites:** Other Mecklenburg County public-facing sites such as: E-Parks, EastwayRec.com, and other department websites.
- **Any other digital communications** effort towards public recipients.

To ensure compliance with this policy, a **Voluntary Product Accessibility Template (VPAT)** must be submitted to Public Information's Web Services Manager prior to any product public implementations.

7. SAFEGUARDING CUSTOMER AND COUNTY INFORMATION

- 7.1 Both parties hereto agree to comply with any and all applicable laws and regulations concerning the confidentiality of customer records, files or communications in addition to the terms of this Contract.
- 7.2 Both parties agree to secure privacy, confidentiality and integrity of customer, employee, and administrative data on automated systems and to install antivirus protection and a firewall as well as any other industry standard security measures.
- 7.3 Electronic exchange of confidential information, including any email which will include invoices, customer billing information, employee or administrative data, or any information regarding the delivery of services to customers/clients/patients, must be sent and received via encrypted methods. Vendor is responsible for determining how to send encrypted emails to the County.
- 7.4 Vendor agrees to keep confidential any information about a customer or the County pursuant to the Confidentiality and Non-Disclosure Agreement which is incorporated herein as part of this Contract as follows:

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Vendor has obtained or may need to obtain confidential information from the County or its licensors, contractors or suppliers in connection with the provision of Services to the County or the discussions of such a proposed relationship.

The County and Vendor desire to stipulate and agree that any disclosure of confidential information in connection with the provision of Services or the discussion of such a proposed relationship has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

In consideration of the pursuit of current discussions and payment for the Services, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

1. **DEFINITIONS.** As used in this Contract, the following terms shall have the meanings set forth below:

Confidential Information. The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known is obtained from the County or any of its suppliers, contractors or licensors which falls within any of the following general categories:

(1) Trade Secrets. For purposes of this Contract, trade secrets consist of information of the County or Vendor or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

(2) Highly Restricted Information. Vendor acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) Vendor will also comply with any more restrictive instructions or written policies that may be provided by COUNTY from time to time to protect the confidentiality of Highly Restricted Information, as defined below:

- i. Information of COUNTY or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
- ii. Information relating to criminal investigations conducted by COUNTY, and records of criminal intelligence information compiled by COUNTY.
- iii. Information contained in COUNTY's personnel files, as defined by N.C. Gen. Stat. 153A-198. This consists of all information gathered by COUNTY about employees, except for that information which is a matter of public record under North Carolina law.
- iv. Citizen or employee social security numbers collected by COUNTY.
- v. Computer security information of COUNTY, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- vi. Local tax records of COUNTY that contain information about a taxpayer's income or receipts.
- vii. Any attorney/client privileged information disclosed by either party.
- viii. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- ix. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
- x. Protected health information (PHI), as defined in the Health Insurance Portability and Accountability Act (HIPAA), and any other health information that is designated as confidential under Federal or State law.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

2. RESTRICTIONS. Vendor shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
 - a. Vendor shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by COUNTY in writing.
 - b. Not directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an employee, agent, subcontractor or Vendor of the County or Vendor having a need to know such Confidential Information for purpose of performing work contemplated by this Contract between the County and Vendor, and who has executed a confidentiality agreement incorporating substantially the form of this Confidentiality and Non-Disclosure

Agreement. Vendor shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted Information to any third party without the County's prior written consent.

- c. Vendor shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written Contracts between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- d. Vendor shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- e. Vendor shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- f. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Vendor shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- g. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to COUNTY or destroyed upon satisfaction of the purpose of the disclosure of such information.
- h. Vendor shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- i. Vendor shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract.

3. EXCEPTIONS. COUNTY agrees that Vendor shall have no obligation with respect to any Confidential Information that Vendor can establish:

- a. was already known to Vendor prior to being disclosed by COUNTY;
- b. was or becomes publicly known through no wrongful act of Vendor;
- c. was rightfully obtained by Vendor from a third party without similar restriction and without breach hereof;
- d. was used or disclosed by Vendor with the prior written authorization of COUNTY;
- e. was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Vendor shall first give to the other party notice of such requirement or request;
- f. was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that Vendor shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

4. REMEDIES. Vendor acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the County's proprietary interests therein. Accordingly, it is agreed that if Vendor breaches its obligations hereunder, COUNTY shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

7.5 Data Security

The Vendor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

The Vendor shall report a suspected or confirmed security breach to the County Department Procurement Analyst within twenty-four (24) hours after the breach is first discovered, provided that the Vendor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

If any applicable Federal, State, or local law, regulation, or rule requires the Vendor to give written notice of a security breach to affected persons, the Vendor shall bear the cost of the notice.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "charges" (as defined below) paid or incurred by any of them as a result of any claims demands, lawsuits, actions or proceedings either: (i) alleging violation, misappropriation, or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the County pursuant to this Contract ("infringement claims"); (ii) seeking payment for labor or materials purchased or supplied by the Vendor or its subcontractors in connection with this Contract; or (iii) arising from the Vendor's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Vendor or any of its agents, employees or subcontractors relating to the performance of this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness, or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any Federal, State or local law, regulation or ordinance by the Vendor or any of its subcontractors, including without limitation E-Verify or other immigration laws; or (v) arising from any claim that the Vendor or an employee or subcontractor of the Vendor is an employee of the County, including but not limited to claims relating to workers' compensation, failure to withhold taxes, and the like. For purposes of this section: (a) the term "Indemnitees" means the County and each of the County's officers, officials, employees, agents and independent contractors, excluding the Vendor; and (b) the term "charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities including settlement amounts.

9. TREATMENT OF ASSETS

Treatment of assets acquired under this Contract shall be subject to the following:

- 9.1 Ownership of property purchased by Vendor under the terms of this Contract for which reimbursement by COUNTY is based upon the actual purchase cost of the property shall immediately vest with the County upon such reimbursement.
- 9.2 COUNTY shall have no claim to property purchased by Vendor under the terms of this Contract for which reimbursement by COUNTY is based upon an approved depreciation schedule or use allowance.
- 9.3 Vendor shall provide an annual accounting to COUNTY of available property and administer in accordance with sound business practice a program for the maintenance, repair, protection and preservation of property purchased under the terms of this Contract to assure its continued availability.
- 9.4 Property purchased under the terms of this Contract shall be used only for the performance of this Contract. A fixed assets inventory must be kept current by the Vendor.

10. RECORDS AND REPORTS

Vendor agrees to maintain customer records which date and document the service delivered for the individual customer, a valid authorization for service, program records, documents and other evidence which reflect program operations.

- 10.1 Furnish information to COUNTY, as requested, to support provision of service(s) pursuant to this Contract and the full cost of the service. Service Provide agrees to submit requested changes to the contract, or approved supporting information, for prior review, as needed or required.
- 10.2 Maintain books, records, documents and other evidence and accounting procedures that reflect all direct and indirect costs expended under this Contract for a minimum of five years after final payment or until all audits continued beyond this period are completed or longer if required by funding source. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years. Upon request, Vendor shall make available such books, records and other documents necessary to certify the nature and extent of the cost of the Services to the Secretary of Health and Human Services and the Comptroller General of the United States or their duly authorized representatives. A fixed assets inventory must be kept current by the Vendor.
- 10.3 Maintain a separate accounting system, including ledgers and journals, which clearly identify income, expenditures, assets and liabilities for this contracted service. Federal, State and County auditors and any other persons authorized by Department shall have the right to examine any of these materials. In the event Vendor dissolves or otherwise goes out of existence, records produced under this Contract will be turned over to the County.

11. SUBCONTRACTING

Vendor shall not subcontract any of the work contemplated under this Contract without obtaining prior written approval from the County. Any approved subcontract shall be subject to all conditions of this Contract. Vendor shall be responsible for the performance of any subcontractor.

12. MONITORING AND EVALUATION

- 12.1 Vendor agrees to participate in program, fiscal and administrative audits, making records and staff time available to Federal, State, and County staff.
- 12.2 Vendor agrees to take the necessary steps for corrective action, as required within a corrective action plan, for any items found to be out of compliance with Federal and State laws, regulations, standards and/or terms of this Contract.
- 12.3 During the term of this Contract and for a period of four (4) years after termination or expiration of this Contract for any reason, in addition to the County, Federal and State government shall have the right to audit, through either itself or a third party, the books and records (including but not limited to the technical records) of Vendor in connection with this Contract, to ensure Vendor's compliance with all the terms and conditions of this Contract.

13. AMENDMENT

This Contract may be amended at any time with mutual consent of the parties hereto, but any amendment shall be in writing and signed by the parties hereto.

14. SEVERABILITY

In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, the remaining provision or requirement shall continue to be enforced to the extent they are not in violation of law or not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

15. WAIVER

No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

16. NOTICES

Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the Procurement Analyst the address set forth in Section 1.3.4.

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice, which is sent by telefax or electronic mail, shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

17. SALES/USE TAX REFUNDS AND TAXES

Vendor shall pay all applicable federal, state and local taxes chargeable against the performance of the services.

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

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

18. REDUCTION OR NON-APPROPRIATION OF FUNDS

The parties to this Contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the County. In the event that Federal, State, Local or Grant funding is no longer available or has been reduced, the County shall notify the Vendor and shall not be obligated to continue this Contract or any part thereof.

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Contract for a given fiscal year, the County shall not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will notify Vendor of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County, which is attributable to non-appropriation of funds, shall constitute a breach of or default under this Contract.

Any unexpended grant funds shall revert to the County Department upon termination of this Contract.

19. CHANGE IN CONTROL

In the event of a change in "Control" of Vendor (as defined below), the County shall have the option of terminating this Contract by written notice to Vendor as specified under the terms of Section XIX, A. Vendor shall notify the County within ten (10) days after it becomes aware that a change in Control is imminent or has occurred. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either: (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in Vendor; or (ii) the power to direct or cause the direction of the management and policies of Vendor whether through the ownership of voting securities, by Contract or otherwise; (iii) the position of Executive Director, Board Chairman or more than 25% of the Board of Directors.

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

20. TERMINATION

20.1 Termination Without Cause

The County or Vendor may terminate this Contract at any time without cause by giving thirty (30) calendar days prior written notice to the other party deliverable in person or by certified or registered mail to the persons identified as the Contract Administrator/Analyst for each party as set forth in Section 1.3.4. In the event the County terminates this Contract, the Vendor shall continue performing the service or work on the deliverable item until the termination date designated by the County in its termination notice. The County shall pay the Vendor for satisfactory work completed through the date of termination under the terms of this Contract.

20.2 Termination With Cause

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

20.2.2 The filing of a petition for bankruptcy by the Vendor shall be an act of default under this Contract, and the County shall have the right to terminate this Contract by giving written notice to the Vendor and specifying the effective date thereof.

20.2.3 The County shall have shall have the right to terminate this Contract by giving written notice to the Vendor and specifying the effective date thereof if the Vendor takes or fails to take any action which constitutes grounds for termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract. County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

20.3 Obligations Upon Expiration or Termination

Upon expiration or termination of this Contract, Vendor shall promptly (a) return to the County all computer programs (with the exception of software that Vendor provided as part of the equipment requirements), files, files in storage, documentation, data, media, related material and any other material and equipment and/or any other property acquired as referenced in

Section 7 that is owned by the County; and (b) allow the County or a new Vendor access to the systems, software, infrastructure, or processes of Vendor that are necessary to complete delivery of services. The return of files relative to the delivery of services in storage will be at no cost to the County. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information", as defined in the Section 5.

20.4 Authority to Terminate

The County Manager or the County Manager's designee, including but not limited to the Director and the Assistant County Manager for the Consolidated Human Services Agency, is authorized to terminate this Contract on behalf of the County.

20.5 Cancellation of orders and subcontracts

In the event this Contract is terminated by the County for any reason prior to the end of the term, Vendor shall upon termination immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, Vendor shall submit a Statement to the County showing in detail the services performed under this Contract to the date of termination.

20.6 No Effect on Taxes, Fees, Charges, or Reports

Any termination of this Contract shall not relieve Vendor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve Vendor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve Vendor from any claim for damages previously accrued or then accruing against Vendor.

21. INSURANCE REQUIREMENT

Throughout the Term, Vendor and any of its subcontractors will comply with the insurance requirements described in this section. In the event that Vendor fails to maintain required insurance, the County shall be entitled to terminate or suspend the Contract immediately.

The Vendor agrees to purchase and maintain the following insurance coverage during the Term:

- | | |
|---|--|
| <p><input checked="" type="checkbox"/> Automobile Liability
Insurance with a limit of not less than \$1,000,000 per occurrence combined single limit each occurrence for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles.</p> | <p><input type="checkbox"/> Sexual Abuse and Molestation
Insurance with a limit of not less than \$1,000,000 per claim occurrence as shall protect the Vendor and the Vendor's employees for negligent acts in performing the professional services under this contract.</p> |
| <p><input checked="" type="checkbox"/> Commercial General Liability
Insurance with a limit not less than \$1,000,000 per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability.</p> | <p><input type="checkbox"/> Network Security and Privacy Liability
Network Security and Privacy Liability as shall protect the Company and its employees from claims alleging from the failure: (1) to provide adequate electronic or physical security to safeguard against the theft, loss or other threat to confidential information; or, (2) to protect information of Mecklenburg County in any format. This policy shall be specific to the performance of this Contract and shall provide combined single limit each occurrence/aggregate of \$3,000,000. Policy will include acts of rogue employees and have a retroactive date of no later than the first date services under this contract are to be performed.</p> |
| <p><input checked="" type="checkbox"/> Workers' Compensation
Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and, Employers' Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.</p> | <p><input type="checkbox"/> Fidelity Bond
Insuring the Vendor and/or his employees that have access to monies or properties of the County. Providing employee dishonesty coverage on all employees at a limit of not less than \$500,000, with the addition of Loss</p> |
| <p><input type="checkbox"/> Professional Errors & Omissions
Insurance with a limit of not less than \$1,000,000 per claim occurrence as shall protect the Vendor and the Vendor's employees</p> | |

The County shall be named as the holder of the insurance policy and as an additional insured under Vendor's commercial general liability insurance policy for operations or services rendered under this Contract.

Payable endorsement (CR 20 14 08 07),
Mecklenburg County named as loss payee;
actual required coverage will vary according to

the amount of money or property handled and
will be determined by the County during
processing of the Contract.

Vendor shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this section and has furnished corresponding certificates of insurance to the County with the Contract. Vendor shall be responsible for notice to the County of any material changes (including renewals) to or cancellation of required insurance coverage. Vendor shall not allow any subcontractor to commence work without proof of the same insurance coverage required of Vendor under this Contract.

All insurance policies shall be written by insurers qualified to do business in the State of North Carolina. If any of the coverage conditions are met by a program of self-insurance, the Vendor must submit evidence of the right to self-insure under North Carolina law.

Payment of any deductible or retention shall be the sole responsibility of the Vendor or, as applicable, Vendor's subcontractor. The County shall not be liable for any deductible or self-insured retention in any insurance policy of Vendor.

Vendor's insurance shall be primary of any self-insurance or insurance policy carried by the County for all loss or damages arising from the Vendor's operations under this Contract. The Vendor and each of its subcontractors shall waive all rights of subrogation against the County and each of the Indemnitees.

22. GOVERNING LAW AND JURISDICTION

The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the terms and provisions, as well as the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern the interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles).

Each party consents to the exclusive jurisdiction of the State and Federal courts located in Charlotte, Mecklenburg County, North Carolina in any proceeding arising out of or relating to this Contract, and waives any defense related to venue or inconvenient forum.

23. FORCE MAJEURE

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

An event which satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, Vendor shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) Vendor continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, Vendor shall immediately notify the County through its designated Program Manager by telephone or email as identified in Section 1.3.3 (to be confirmed by written notice within two (2) business days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents Vendor from performing its obligations for more than five (5) business days, the County shall have the right to terminate this Contract by written notice to Vendor.

Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse Vendor from the performance of its obligations under this Contract.

24. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

BUSINESS ASSOCIATE AGREEMENT – Not Applicable

25. CONCLUSION

- 25.1** It is understood and agreed that the provisions of services to the Contract shall be subject to the limitations and conditions contained in the laws, regulations, guidelines and plans cited in this Contract, and that this Contract is subject to re-negotiation or revision to meet any new or revised rules, regulations or policies that may be issued by the Federal, State or County government, or any agency thereof. In the event of any new or revised rules, regulations or policies that prohibit the continuation of this Contract, or are otherwise in conflict with any provision of this Contract or any activity hereunder, the parties shall use their best efforts during a thirty (30) day period to mutually agree to amend the Contract so as to permit its valid and legal continuation. If after such thirty (30) day period, the parties are unable to amend this Contract, the Contract shall automatically terminate.
- 25.2** The parties agree that this Contract, with any Exhibits incorporated herein, is the entire Contract between the parties with respect to its subject matter and there are no other representations, understandings, or contracts between the parties relative to such subject matter.
- 25.3** It is expressly understood and agreed that the Services provided to eligible customers/clients/patients pursuant to this Contract shall consist exclusively of those services specified in the program description incorporated into this Contract.
- 25.4** To the extent applicable, nothing in this Contract shall be construed as payment by either party to the other for patient referrals. Notwithstanding the anticipated effect of any of the provisions herein, neither party shall intentionally conduct itself under the terms of this Contract in a manner to constitute a violation of the Medicare and Medicaid Fraud and Abuse Provisions (42 USC 1395nn(b), 1396h(b), including the Medicare and Medicaid Anti-Fraud and Abuse Amendments of 1977 and the Medicare and Medicaid Patient and Program Protection Act of 1987 (42 USC 1320a-7 et seq.)) or any other applicable state or federal laws

In WITNESS WHEREOF, the parties have duly executed this Contract as of the date first above written.

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

Vendor:

Name (*Print/Type*): _____

Title (*Print/Type*): _____

Signature: _____ **Date:** _____

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Exhibit A – Scope of Work

A-1. FOCUS AREA

A-2. PROGRAM RESPONSIBILITIES OF BOTH PARTIES

A. BOTH PARTIES AGREE

B. DSS RESPONSIBILITIES

1. Provide a Project Manager who will manage the programmatic area of the contract.
 - i. The Project Manager will:
 1. Be the point of contact for the Service Provider.
 2. Maintain communication with Service Provider and Procurement Analyst
 3. Keep Service Provider and Procurement Analyst informed of any policy changes.
 4. Monitor the Contract. Monitoring includes, but not limited to: review of monthly progress reports forwarded by provider or project manager, review of quarterly expenditures, random sampling of invoices and payments, may randomly conduct announced and unannounced site visits, annual monitoring to include review of customer records, eligibility, attendance/participation, expenditures and review of contract procedures.
 5. Attend scheduled meetings with Procurement Analyst and Service Provider to discuss Contract programmatic and/or administrative matters.

C. VENDOR RESPONSIBILITIES

1. Make a good faith effort to include environmental considerations supporting waste reduction, recycling purchase recycled and other environmentally preferable products whenever practical.
2. Employees and/or volunteers of Service Provider performing services under this contract must undergo a criminal background check and may be required to submit to drug screening at time of employment and/or random drug screening.
3. Comply with the Mecklenburg County Tobacco Use Policy, which prohibits County contractors and others performing services for the County, including Service Provider, from smoking, using smokeless tobacco (chew, dip, snuff) and/or electronic or other nicotine delivery devices (electronic cigarettes, cigars, hookahs, pipes, etc.) in County, City and Town Buildings; County, City and Town Grounds; County, City and Town Vehicles; the County Park System; and Buildings located within the County Park System.

D. PERFORMANCE STANDARDS

Performance standards are a set of expectations that DSS has for Service Providers. The purpose of performance standards is to state what results are expected for performance to be considered satisfactory. These are expectations that DSS has for Service Providers in addition to the description of services agreed to by the Service Provider in each Contract. The additional expectations include tracking outcomes, monitoring progress and presenting evidence to demonstrate that services are efficient and effective, and they are delivered using the County's Customer Service Standards which include: Service Quality, Timeliness, Courtesy and Respect, Clear Communication and Ethical Integrity.

DSS is committed to providing technical assistance to Service Providers for the achievement of continuous quality improvement. By agreeing to the terms and conditions of the Contract, Service Providers are required to accept this assistance when it is offered and implement systems that target ongoing quality improvement. It is the intention of DSS to give Service Providers sufficient opportunity to improve performance as it relates to the following Performance Standards and avoid the need to impose the consequences in each Contract.

E. Issue Tracking and Escalation:

Noncompliance issues are problems identified in evaluations that reflect a lack of adherence to applicable duties, responsibilities, performance standards, terms and conditions of this contract. In the event of noncompliance issues, resolution shall be sought in accordance with the following escalation mechanisms to ensure that the appropriate level of management can resolve the issue:

1. Project Manager should attempt to resolve the problem by working with the Vendor's onsite supervisor/lowest possible management level.
2. Project Manager should attempt to resolve the problem by working with the Vendor's next level manager
3. Vendor submits a corrective action that includes the following:
4. If the issues still persist, the contract shall be terminated based on the termination language above.

Exhibit B – Conflict of Interest Policy

Cover Page for Vendor Conflict of Interest Policy
Insert behind this page.
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CONFLICT OF INTEREST

Instructions: Each organization that chooses to use this template should take care to make changes that reflect the individual organization, put this on your letterhead which includes name and address and sign.

Conflict of Interest Defined:

A conflict of interest is defined as an actual or perceived interest by a (staff member/Board member) in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when an employee/Board member has a direct or fiduciary interest in another relationship. A conflict of interest could include:

- Ownership with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Employment of or by a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Contractual relationship with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Creditor or debtor to a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Consultative or consumer relationship with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.

The definition of conflict of interest includes any bias or the appearance of bias in a decision-making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an employee and a Board member, or a person who is an employee and who hires family members as consultants.

Employee Responsibilities:

It is in the interest of the organization, individual staff, and Board members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to maintain a sense of fairness, civility, ethics and personal integrity even though law, regulation, or custom does not require them.

Acceptance of Gifts:

Employees, members of employee's immediate family, and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

- a. Persons receiving benefits or services from the organization;
- b. Any person or organization performing or seeking to perform services under contract with the organization; and
- c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

Signature of Authorized Official must be the same as the person signing contract.

Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the _____ day of _____,

_____.

Exhibit C – Overdue Tax Letter

OVERDUE TAXES

BE SURE TO READ THE INSTRUCTIONS PRIOR TO SIGNING.

Instructions: Put the information on your letterhead which includes name and address and sign. Enter the appropriate data in the yellow highlighted areas. All documents requiring the signature of the authorized representative for the Vendor must be an original signature and the same representative must sign **each copy** of the **Overdue Tax Letter, Conflict of Interest and Contract.**

Entity's Letterhead

[Date of Certification (mmddyyyy)]

To: Mecklenburg County

Certification:

We certify that the [insert organization's name] does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. We further understand that any person who makes a false Statement in violation of N.C.G.S. 143C-6-23 c is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1b.

Sworn Statement:

[Name of Board Chair or Authorized Official] and [Name of Second Authorizing Official if you have] being duly sworn, say that we are [Board Chair or Authorized Official] and [Title of the Second Authorizing Official], respectively, of [insert name of organization] of [City] in the State of [Name of State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair or Authorized Official

(One signature must be the same as the person signing the contract)

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

(Notary Signature and Seal)

My Commission Expires: _____

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

Exhibit D – FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
 2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
 3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
 4. [Check the applicable statement]
 - [] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;
- OR**
- [] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Title

Contractor Name

Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street

City, State, Zip Code

Street

City, State, Zip Code

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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

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

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

Instructions

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

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

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

V. Certification Regarding Lobbying

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

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

VI. Disclosure Of Lobbying Activities

Instructions

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

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

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Disclosure of Lobbying Activities
(Approved by OMB 0344-0046)

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

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

Exhibit E - TRANSPORTATION

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

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the _____ County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)
7. Contractor will maintain records documenting the following (*County may require contractor to provide*):
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

Service Provider's Name

Signature, Service Provider's Authorized Agent

Date

Print or Type Name

Title

(Certification signature should be same as Contract signature.)

Exhibit F – STATE CERTIFICATIONS

Contractor Certifications Required by North Carolina Law

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

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

Certifications

- (1) Pursuant to **G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to **G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) Pursuant to **G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
- (b) [check **one** of the following boxes]
- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001;
or
- The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to **G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to **G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
6. He or she is a duly authorized representative of the Contractor named below;
7. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
8. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Vendor's Name

Signature, Vendor's Authorized Agent

Date

Print or Type Name

Title

Exhibit G - CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

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

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

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

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

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

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

Service Provider's Name

Signature, Service Provider's Authorized Agent

Date

Print or Type Name

Title

(Certification signature should be same as Contract signature.)