

**GUILFORD COUNTY CONTRACT NO. 67519-07/16-022
ONE STEP FURTHER, INC. (AGENCY)**

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

THIS CONTRACT is hereby made and entered into this first day of July, 2017, between **ONE STEP FURTHER, INC.**, a non-profit corporation (hereinafter referred to as the "**AGENCY**"); and **GUILFORD COUNTY on behalf of the GUILFORD COUNTY CHILD SUPPORT ENFORCEMENT AND COURT SERVICES DEPARTMENT** (hereinafter referred to as the "**LME**" or "**LOCAL MANAGEMENT ENTITY**"), and collectively referred to as the "Parties."

NOW, THEREFORE, in consideration of the covenants mutually exchanged, the Parties hereby agree as follows:

Background: The AGENCY was selected to receive this Grant, following a Request for Proposal process initiated by the GUILFORD COUNTY Board of Commissioners for Jail Diversion Services.

SECTION I - AGENCY AGREES:

- A. To use the funds appropriated by GUILFORD COUNTY in the manner and for the purposes stated in its **Grant Application**, which is attached hereto and incorporated herein by reference (See **Attachment A**.)
- B. Reports:
- To submit the 1) the *Guilford County Expenditure Report*, attached hereto and incorporated herein by reference, with the allocation and expenditure of funds for services and activities performed during the previous quarter under this Contract, and 2) the *Guilford County Performance Report*, attached hereto and incorporated herein by reference (See **Attachment B**), indicating goals reached during the quarter being invoiced, by the following dates:
 - by **October 15, 2017**(for time frame July 1, 2017 September 30, 2017); **January 15, 2018** (for October 1, 2017-December 31, 2017); **April 15, 2018**(for January 1, 2018-March 31, 2018), and **July 15, 2018** (for April 1, 2018-June 30, 2018), to the LME (Robin Robinson, Child Support Services at rrobinso@co.guilford.nc.us)
 - To submit the **Grant for Jail Diversion Services Strategic Outcomes Report**, attached hereto and incorporated herein by reference (See **Attachment C**), by:
 - **October 15, 2017** (for timeframe July 1, 2017-September 30, 2017); **January 15, 2018** (for October 1, 2017-December 31, 2017); **April 15, 2018**(for January 1, 2018-March 31, 2018), and **July 15, 2018**(for April 1, 2018-June 30, 2018), to the LME (Robin Robinson, Child Support Services at rrobinso@co.guilford.nc.us)
 - To submit to the LME, by **June 1, 2018**, an annual status report of all program activities, including a summary of the accomplishment of stated goals and objectives. Submit report to, Robin Robinson, Child Support Services - 4th Floor, 400 West Market Street, Greensboro, NC, 27401.

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- C. Subcontracting. AGENCY shall not subcontract or assign any of the services contemplated under this Agreement without obtaining prior written approval from the LME. Any subcontracts or assignments for program delivery shall be subject to all conditions of this Contract.
- D. Compliance with Civil Rights and Disability Law. AGENCY and LME shall comply with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), the North Carolina Persons with Disabilities Protection Act, and all requirements imposed by Federal and State regulations, rules, and guidelines issued pursuant to these laws for both personnel employed and individuals served.
- E. To establish and maintain financial records in accordance with generally accepted accounting principles and practices, and to retain such records for a minimum of four (4) years from the date of final payment under this Contract, or until all pending audits are completed, whichever is later. All books and records shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
- F. To open to the public the meetings of the AGENCY's Board of Directors, Advisory Board or Governing Board.
- G. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace of 1988 41 U.S.C.701.
- H. Child and Dependent Adult/Elder Abuse Reporting: AGENCY shall establish a procedure to ensure that all employees, volunteers, consultants, or agents performing services under this Contract report child abuse or neglect to a child protective AGENCY, and dependent adult and elder abuse to an adult protection AGENCY, in accordance with 10A NCAC 27D.0101 (b)(1) AGENCY shall require each employee, volunteer, consultant, or agent to sign a statement to show knowledge of these reporting requirements.
- I. Maintenance of Facility Licensure, Accreditation and Credentialing. AGENCY and its agents providing services on its behalf under this Contract shall obtain and maintain in good standing all applicable accreditation(s), licenses and certificates required by the DHHS policy or law, including but not limited to licensure required by all appropriate agencies and/or Boards. AGENCY and its agents providing services on the AGENCY's behalf under this Contract shall continuously, during the term of this Contract, meet all credentialing and privileging/competency standards as described in this Contract or as required by law, policy or regulation.
- J. Rights of Individuals. AGENCY shall conduct activities in a manner that shall deter, prevent, and avoid abuse, neglect, and/or exploitation of individuals in its care and to ensure compliance with all DHHS and Federal requirements and in accordance with the policies of the LME. The AGENCY agrees to maintain policies, procedures and monitoring as required in the DHHS Client Right's policy and the policies of the LME. The LME Board requires that the governing body of a contract AGENCY establish a Client Rights Committee that operates in accordance with 10A NCAC 27G.0504.

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- K. Confidentiality. AGENCY and LME shall protect the confidentiality of any and all individuals and will not discuss, transmit, or narrate in any form other information, medical or otherwise, received in the course of providing services hereunder, except as authorized by the individual, his legally responsible person, or as otherwise permitted or required by law.
- L. Health Insurance Portability and Accountability Act (HIPAA). AGENCY agrees to maintain compliance with the Health Insurance Portability and Accountability Act Privacy and Security rules and regulations, as each may now exist or be hereafter amended, Code of Federal Regulations Title 45, Section 160 and 164.
- M. Hold Harmless. The LME and AGENCY agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions. No Party shall have any obligation to indemnify the other, and/or its agents, employees and representatives.
- N. Audit: The AGENCY shall have an annual audit of its financial records and operations performed by an independent certified public accountant with a copy of such audit and management letter being submitted to Child Support Services, Attn: Robin Robinson, 400 West Market Street, Greensboro, NC, 27401, WITHIN THIRTY (30) DAYS AFTER ISSUANCE BY THE AUDITOR BUT NO LATER THAN SIX (6) MONTHS AFTER THE END OF THE AGENCY'S FISCAL YEAR.
- O. Conflict of Interest: AGENCY agrees to submit to the LME (Child Support Services, Attn: Robin Robinson, 400 West Market Street, Greensboro, NC 27401) a copy of its policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the AGENCY's employees or member of its board or other governing body, from the AGENCY's disbursing of State funds and shall include actions to be taken by the AGENCY or the individual, or both, to avoid conflicts of interest and the appearance of impropriety, pursuant to N.C.G.S. §143-6.2, attached hereto. *This policy shall be signed by an authorized agent of the AGENCY and notarized, and shall be submitted to the LME at the above address, prior to the issuance of the first check of FY17-18. (See Attachment G.)*
- P. No Overdue Taxes: AGENCY shall complete and submit to the LME the attached **Certification of "No Overdue Tax Debts"** pursuant to NCGS 143.6-22 and 6-23. (See **Attachment D.**)
- Q. Contracting with Excluded Individuals: AGENCY acknowledges that the LME has adopted a Compliance Policy and Code of Ethics. AGENCY shall take such actions as may be specifically required of AGENCY under the terms of these policies and shall cooperate with LME in its implementation of these policies.

Without limitations of the foregoing, AGENCY shall comply with all federal and state laws and regulations and third party payer policies or requirements applicable to the performance of the services under this Contract and to the accounting and billing for such services, including any requirements related to documentation of and coding of services required under this Contract or such laws, regulations and third party payer policies or requirements.

AGENCY represents that neither the AGENCY nor any employee or independent contractor assigned

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by the AGENCY to perform services under this Contract has been excluded, debarred, suspended, or otherwise declared ineligible to participate in any federal or any state Medicare, Medicaid, or any other program.

CONTRACTOR certifies that CONTRACTOR has not been excluded from a state or federal healthcare program, i.e., the HHS/OIG List of Excluded Individuals/Entities (found at www.oig.hhs.gov).

SECTION II - THE LME AGREES:

- A. Subject to Section III.C. below, and upon receipt of acceptable expenditure and progress reports, to pay AGENCY one-fourth (1/4th) of the total maximum obligation of this Contract or total allowable costs for the preceding quarter, whichever is less.

In one instance, the AGENCY may be reimbursed for more than the above 1/4th amount. This could happen, if, in an earlier quarter, the AGENCY had allowable expenditures of less than 1/4th. The under spent amount could then be claimed in a subsequent quarter when the AGENCY'S monthly expenditures exceed the 1/4th amount. However, in no event may the total maximum exposure of this Contract be exceeded as a result.

SECTION III - BOTH PARTIES AGREE:

- A. That AGENCY is a duly organized and existing North Carolina corporation.
- B. That AGENCY will maintain applicable licensure from the N.C. Department of Human Resources for any service funded under this Contract.
- C. The financial exposure to the LME under this Contract shall not exceed **\$100,000.00** during this Contract term. In any event payment will only be made from budgeted funds in accordance with N.C.G.S. Chapter §159. In the event that funding is terminated or reduced, LME may reduce the financial exposure of this Contract with written notice to AGENCY.
- D. That in the event of a disagreement, both Parties will follow the LME's Policies/Procedures on conflict resolution.
- E. LME and AGENCY may mutually agree in writing to add, delete or otherwise modify the services, rates for service, facilities, equipment, supplies, and the number and type of staff required for provision of services under this Contract. Such changes may be approved by the Area Director and Agency Chief Administrator, in writing, without execution of a formal contract amendment.
- F. The term of this Contract shall begin on July 1, 2015 and shall end on June 30, 2016. This Contract may be modified or terminated at any time with the mutual written consent of both Parties, executed by the County Manager and the Agency's Chief Administrator. This Contract may also be terminated by either the Area Director or the Agency's Chief Administrator, upon thirty (30) days written notice to the other Party. This Contract may be terminated at any time for cause without a time period notice to the other Party and shall be in writing detailing the grounds for termination.

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- G. That AGENCY is qualified under the United States and North Carolina Revenue Laws as a tax exempt organization, contributions to which are tax deductible.
- H. Iran Divestment Act of 2015. In accordance with N.C.G.S. §143C-6A-5 and other applicable sections of N.C.G.S. §143C-6A regarding the Iran Divestment Act of 2015, each Party hereby certifies that it is not identified on the State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.
- I. The following is a list of all Attachments to this Contract:
Attachment A – Grant Application
Attachment B – Performance Report
Attachment C – Grant for Jail Diversion Services Strategic Outcomes Report
Attachment D – Certification of No Overdue Tax Debts
Attachment E – E-Verify Affidavit
Attachment F – HIPAA Business Associate Addendum
Attachment G – Conflict of Interest Policy Statement.

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Attachment A - Grant Application

Attachment B



**GUILFORD COUNTY
PERFORMANCE REPORT**

Date: _____

Agency/Program _____

Allocation for FY 2016-2017: _____

County funds requested for the reporting period: **Quarter/Date** _____

Submitted by Program Manager: _____ (name)

Contact phone # and email address: _____

All of the following questions must be answered, **supplying numerical counts and specific details:**

How has the agency used Guilford County funding during this reporting period?

Who is your target population?

How many unduplicated clients/citizens have you directly impacted (served to date)?

Please describe any efforts made to collaborate with other organizations to achieve your goals?

Have you matched or leveraged Guilford County funds with other revenues/contributions?
If yes, state the dollar amounts.

Please describe your program evaluation method/ process and results.

List tangible ways that the agency has impacted County residents as a result of receiving funds.

How are you pursuing grants and alternate sources of revenue to support this program?

Please describe any efforts made to maximize the efficiency and effectiveness of your program?

Other pertinent information:

1. Program Strengths
2. Program weaknesses
3. Future plans

***Submission of this document indicates the above reported information accurately reflects program operations and activities, and is in compliance with the Guilford County Contract and Award Letter [Please type responses on this form and submit it electronically with your other quarterly materials for reimbursement.]**

ATTACHMENT D

STATE GRANT CERTIFICATION – NO OVERDUE TAX DEBTS

Instructions: Grantee should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of the State Auditor.

Date of Certification: _____

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that One Step Further, Inc. does not have any overdue tax debts, as defined by N.C.G.S. §105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. §143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. §143-34(b).

Sworn Statement:

Allen Broach and Henry Isaacson, being duly sworn, say that we are the Board Chair and Treasurer, respectively, of ONE STEP FURTHER, INC. of Greensboro in the State of North Carolina 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

Treasurer

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

(Notary Signature and Seal)

My Commission Expires: _____

If there are any questions, please contact the North Carolina Office of the State Auditor:

Leigh Ann Kerr @ (919) 807-7535 or
Harriet Abraham @ (919) 807-7673.

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.”

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EXHIBIT E – AFFIDAVIT REGARDING E-VERIFY

COUNTY OF GUILFORD

I, _____ (the individual attesting below), being duly authorized by and on behalf of **ONE STEP FURTHER, INC.** (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":
 - a. YES _____; or,
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
This ____ day of _____, 2017.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of Guilford

Signed and sworn to (or affirmed) before me, this the _____
day of _____, 2017.

My Commission Expires:

Notary Public

||| (Affix Official/Notarial Seal) |||

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ATTACHMENT F - HIPAA BUSINESS ASSOCIATE ADDENDUM

THIS CONTRACT is hereby made and entered into this first day of July, 2017, between **ONE STEP FURTHER, INC.**, a non-profit corporation (hereinafter referred to as the "AGENCY"); and **GUILFORD COUNTY on behalf of the GUILFORD COUNTY CHILD SUPPORT ENFORCEMENT AND COURT SERVICES DEPARTMENT** (hereinafter referred to as the "LME" or "LOCAL MANAGEMENT ENTITY"), and collectively referred to as the "Parties."

THIS BUSINESS ASSOCIATE ADDENDUM between the Parties (regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) is hereby attached, made a part of, and is incorporated into GUILFORD COUNTY Contract No. 67519-07/15-083, as **EXHIBIT F**.

Definitions

Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.

- A. Individual.** "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- B. Privacy Rule.** "Privacy Rule" shall mean the standards for privacy of individual identifiable health information at 45 CFR part 160 and part 164, subparts A and E.
- C. Protected Health Information.** "Protected Health Information" shall have the same meaning, as the term "protected health information" is 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of the Covered Entity.
- D. Required by Law.** "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- E. Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- F. Data Aggregation.** "Data Aggregation" shall mean, with respect to Protected Health Information created or received by the Business Associate in its capacity as the business associate of the Covered Entity, the combining of such Protected Health Information by the Business Associate with the Protected Health Information received by the Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- G. Designated Record Set.** "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is (i) the medical records and billing records about individuals maintained by or for the Covered Entity, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about individuals. As used

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herein the term “Record” means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.

- H. Electronic Media.** “Electronic Media” shall mean the mode of electronic transmissions. It includes the Internet, extranet (using Internet technology to link a business with information only accessible to collaborating Parties), leased lines, dial-up lines, private networks and those transmissions that are physically moved from one location to another using magnetic tape, disk or compact disk media.

Recitals

- A.** The U.S. Department of Health and Human Services has issued regulations on “Privacy Standards for Individually Identifiable Health Information,” implementing the Health Insurance Portability and Accountability Act of 1996 (the “Privacy Standards”).
- B.** Covered Entity is a service provider. The U.S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), governing the privacy of Individually Identifiable Health Information obtained, created or maintained by certain entities, including health care providers.
- C.** Business Associate either 1) performs certain functions for, or on behalf of the Covered Entity involving the disclosure of Protected Covered Entity Health Information (“PHI”) by the Covered Entity to Business Associate, or the creation or receipt of PHI by Business Associate on behalf of the Covered Entity; or 2) provides legal, actuarial, accounting, consulting, data aggregation, management, accreditation, administrative or financial services for the Covered Entity involving the disclosure of Protected Health Information (“PHI”) by the Covered Entity or another business associate of the Covered Entity.
- D.** The Parties of this Addendum agree to enter into this agreement to protect PHI, and to amend any agreements between them, whether oral or written, with the execution of this Addendum.

In consideration of the mutual promises and agreements below and in order to comply with all legal requirements for the protection of this information, the Parties agree as follows:

General Provisions

- A. Effect.** This Addendum supplements, modifies and amends any and all agreements, whether oral or written, between the Parties involving the disclosure of PHI by the Covered Entity to Business Associate, or the creation or receipt of PHI by Business Associate on behalf of the Covered Entity. The terms and provisions of the Addendum shall supersede any other conflicting or inconsistent terms and provisions in any agreements between the Parties, including all exhibits or other attachments thereto and all documents incorporated therein by reference. Without limitation of the foregoing, any limitation or exclusion of damages provisions shall not be applicable to this Addendum.

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- B. Amendment.** Business Associate and the Covered Entity agree to amend this Addendum to the extent necessary to allow either Party to comply with the Privacy Standards, the Standards for Electronic Transactions (45 CFR Parts 160 and 162) and the Security Standards (45 CFR Part 142) (collectively, the “Standards”) promulgated or to be promulgated by the Secretary or other regulations or statutes. Business Associate agrees that it will fully comply with all such Standards and that it will agree to amend this Addendum to incorporate any material required by the Standards.

Obligations of Business Associate

- A. Use and Disclosure of Protected Health Information.** Business Associate may use and disclose Protected Health Information only as required to satisfy its obligations under the Agreement(s), as permitted herein, or required by law, but shall not otherwise use or disclose any Protected Health Information. Business Associate shall not, and shall ensure that its directors, officers, employees, contractors and agents do not, use or disclose Protected Health Information received from the Covered Entity in any manner that would constitute a violation of the Privacy Standards if so used or disclosed by the Covered Entity, except that Business Associate may use or disclose Protected Health Information (i) for Business Associate's proper management and administrative services, (ii) to carry out the legal responsibilities of Business Associate or (iii) to provide data aggregation services relating to the health care operations of the Covered Entity if required under the Agreement(s). Business Associate hereby acknowledges that, as between Business Associate and the Covered Entity, all Protected Health Information shall be and remain the sole property of the Covered Entity, including any and all forms thereof developed by Business Associate in the course of its fulfillment of its obligations pursuant to this Addendum. Business Associate further represents that, to the extent Business Associate requests that the Covered Entity disclose Protected Health Information to Business Associate, such a request is only for the minimum necessary Protected Health Information for the accomplishment of Business Associate's purpose.
- B. Safeguards Against Misuse of Information.** Business Associate agrees that it will use all appropriate safeguards to prevent the use or disclosure of Protected Health Information other than pursuant to the terms and conditions of this Addendum.
- C. Reporting of Disclosures of Protected Health Information.** Business Associate shall, within thirty (30) days of becoming aware of any use or disclosure of Protected Health Information in violation of this Addendum by Business Associate, its officers, directors, employees, contractors or agents or by a third party to which Business Associate disclosed Protected Health Information, report any such disclosure to the Covered Entity.
- D. Agreements by Third Parties.** Business Associate shall obtain and maintain an agreement with each agent or subcontractor that has or will have access to Protected Health Information, which is received from, or created or received by Business Associate on behalf of the Covered Entity, pursuant to which agreement such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Business Associate pursuant to this Addendum with respect to such Protected Health Information.

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- E. Access to Information.** Within five (5) business days of a request by the Covered Entity for access to Protected Health Information about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such Protected Health Information for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to Protected Health Information directly from Business Associate, Business Associate shall within five (5) business days forward such request to the Covered Entity. Any denials of access to the Protected Health Information requested shall be the responsibility of the Covered Entity. **[Not necessary if Business Associate does not have Protected Health Information in a Designated Record Set.]**
- F. Availability of Protected Health Information for Amendment.** Within ten (10) days of receipt of a request from the Covered Entity for the amendment of an individual's Protected Health Information or a record regarding an individual contained in a Designated Record Set (for so long as the Protected Health Information is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. §164.526. **[Not necessary if Business Associate does not have Protected Health Information in a Designated Record Set.]**
- G. Accounting of Disclosures.** Within ten (10) days of notice by the Covered Entity to Business Associate that it has received a request for an accounting of disclosures of Protected Health Information, other than related to the treatment of the patient, the processing of payments related to such treatment, or the operation of a Covered Entity or its Business Associate and not relating to disclosures made earlier than six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to the Covered Entity such information as is in Business Associate's possession and is required for the Covered Entity to make the accounting required by 45 C.F.R. §164.528. At a minimum, Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days forward such request to the Covered Entity. Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.
- H. Availability of Books and Records.** Business Associate hereby agrees to make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, the Covered Entity available to the Secretary for purposes of determining the Covered Entity's and Business Associate's compliance with the Privacy Standards.

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- I. Indemnification.** Business Associate hereby agrees to indemnify and hold the Covered Entity harmless from and against any and all liability and costs, including attorneys' fees, created by a breach of this Addendum by Business Associate, its agents or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the Agreement(s) only to the extent permitted by the NC Tort Claims Act without waiving sovereign immunity.
- J. Insurance.** Business Associate shall obtain and maintain during the term of this Addendum liability insurance covering claims based on a violation of the Standards or any applicable state law or regulation concerning the privacy of patient information and claims based on its obligations pursuant to this Addendum in an amount not less than \$1,000,000 per claim. Such insurance shall be in the form of occurrence-based coverage and shall name the Covered Entity as an additional named insured. A copy of such policy or a certificate evidencing the policy shall be provided to the Covered Entity upon written request.
- K. Notice of Request for Data.** Business Associate agrees to notify the Covered Entity within five (5) business days of Business Associate's receipt of any request or subpoena for Protected Health Information. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, Business Associate agrees to cooperate fully with the Covered Entity in such challenge.
- L. Injunction.** Business Associate hereby agrees that the Covered Entity will suffer irreparable damage upon Business Associate's breach of this Addendum and that such damages shall be difficult to quantify. Business Associate hereby agrees that the Covered Entity may file an action for an injunction to enforce the terms of this Addendum against Business Associate, in addition to any other remedy the Covered Entity may have.

Term and Termination

- A. Term.** This Addendum shall become effective on the Effective Date and, unless otherwise terminated as provided herein, shall have a term that shall run concurrently with that of the last expiration date or termination of the Agreement(s).
- B. Termination Upon Breach of Provisions Applicable to Protected Health Information.** Any other provision of the Agreement(s) notwithstanding, this Addendum and the Agreement(s) may be terminated by the Covered Entity upon five (5) business days written notice to Business Associate in the event that the Business Associate breaches any provision contained in this Addendum and such breach is not cured within such five (5) business day period; provided, however, that in the event that termination of this Addendum and the Agreement(s) is not feasible, in the Covered Entity's sole discretion, Business Associate hereby acknowledges that the Covered Entity shall have the right to report the breach to the Secretary, notwithstanding any other provision of this Addendum or any Agreement(s) to the contrary.

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- C. Return or Destruction of Protected Health Information upon Termination.** Upon termination of this Addendum, Business Associate shall either return or destroy all Protected Health Information received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity and which Business Associate still maintains in any form. Business Associate shall not retain any copies of such Protected Health Information. Notwithstanding the foregoing, to the extent that the Covered Entity agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of this Addendum shall survive such termination and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.
- D. The Covered Entity's Right of Cure.** At the expense of Business Associate, the Covered Entity shall have the right to cure any breach of Business Associate's obligations under this Addendum. The Covered Entity shall give Business Associate notice of its election to cure any such breach and Business Associate shall cooperate fully in the efforts by the Covered Entity to cure Business Associate's breach. All requests for payment for such services of the Covered Entity shall be paid within thirty (30) days except that Business Associate shall have five (5) business days as noted in Section B to cure such breach. Covered Entity may cure breach upon expiration of the 5th business day.
- E. Transition Assistance.** Following the termination of this Addendum and the Agreement(s) for any reason, Business Associate agrees to provide transition services for the benefit of the Covered Entity, including the continued provision of its services required under the Agreement(s) until notified by the Covered Entity that the alternative provider of services is able to take over the provision of such services and the transfer of the Protected Health Information and other data held by the Business Associate related to its services under the Agreement(s).

(The remainder of this page is intentionally left blank.
This Contract continues on the follow page with signatures.)

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ATTACHMENT G – CONFLICT OF INTEREST POLICY

Instructions: This document is intended as an aid to assist non-State entities in establishing a conflict of interest policy. It is not intended to be used verbatim, but rather to serve as a template for nongovernmental organizations as they craft their individual conflict of interest policy. This example includes definitions of what is considered unacceptable, and the consequences of any breaches thereof. Each organization that chooses to use this template should take care to make changes that reflect the individual organization.

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

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

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

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

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

E. Board Action -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

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

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

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

ONE STEP FURTHER, INC.
Name of Organization

Signature of Organization Official

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of _____

I, _____, Notary Public for said County and State, certify that

_____ personally appeared before me this day and

acknowledged that he/she is Executive Director / President of **ONE STEP FURTHER, INC.**

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest

Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the

_____ day of _____, _____.

Sworn to and subscribed before me this _____ day of

_____, 2017.

Notary Public (Official Seal) My Commission expires: _____, 20____.

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Attachment C - Grant for Jail Diversion Services Strategic Outcomes Quarterly Report

Outcome Indicator	One Step Further	
	Quarter	YTD
Unduplicated number of consumers referred to Pre-Trial Release Resource Program		
Unduplicated number of consumers who participated in the Pre-Trial Release Resource Program		
Number of consumers who participated in GED/ABE Instruction		
Number of consumers who participated in Parenting Skills Instruction		
Number of consumers who participated in Employment Readiness Instruction		
Number of consumers who participated in Money Management & Budget/Credit Counseling		
Number of consumers who participated in Anger Management Instruction		
Number of consumers who participated in Attitude Orientation and Values Clarification Instruction		
Number of consumers who participated in Group Outpatient Substance Abuse Counseling		
Number and percentage of consumers successfully completing program		
Number and percentage of consumers attending all required classes		
Number and percentage of consumers who commit no additional offense during participation in the Pre-Trial Release Resource Program		
Number and percentage of consumers who commit no additional offense during 6 months following completion of the Pre-Trial Release Resource Program		
List of referral sources and the number of consumers referred from each source (please attach).		