



Guilford County

CONTRACT AGREEMENT

COUNTY		PROVIDER			
GUILFORD COUNTY ON THE BEHALF OF ITS DEPARTMENT OF HEALTH AND HUMAN SERVICES – DSS DIVISION Guilford County DSS 1203 Maple Street Greensboro, NC 27405 Telephone No: 336-641-6097 Attention: Alexis Underwood Contract No: «Contract» Parent Contract No: «Contract.ParentContract»		«Supplier.LegalName» «Supplier.MailingAddress.DeliveryAddress.» «Supplier.MailingAddress.DeliveryAddress.» «Supplier.MailingAddress.Municipality»,«Supplier.MailingAddress.StateProvince» «Supplier.MailingAddress.PostalCode» «SupplierSourceld.MainContact.FirstAndLas» «SupplierSourceld.ContactInfo.TelephoneNu» «SupplierSourceld.ContactInfo.FaxNumber.S» «SupplierSourceld.ContactInfo.EmailAddress» Tax Id: «Supplier.TaxIdGroup.TaxId» Attention: «SupplierSourceld.MainContact.GivenName» «SupplierSourceld.MainContact.FamilyName»			
HIGHLIGHT INFORMATION					
Contract Purpose: «Contract.Description»		Expiration Date: «ExpirationDate» Contract Subtype: «ContractSubtype» Event Number: «Contract.EventRelatedContractRel.Related»			
Effective Date: «EffectiveDate»					
Contract Type: «ContractType»					
Contract Amount: «Contract.ProposedTotalContractAmount»					
CONTRACT LINES					
Line Number	Item Description	Acct Unit	Account	UOM	Base Cost
«ContractLineRel» «ContractLine»	«ItemDescription»	«DistributionsRel.DistributionAccount.Acc»	«DistributionsRel.DistributionAccount.Charge»	«UOM»	\$«BaseCost»

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

CONTRACT # 215

Fiscal Year Begins 07/01/2017 and Ends 06/30/18

THIS CONTRACT is hereby entered into by and between **GUILFORD COUNTY ON THE BEHALF OF IT'S DEPARTMENT OF HEALTH AND HUMAN SERVICES** (the "County") and, and **JUNIOR ORDER UNITED AMERICAN MECHANICS CHILDREN'S HOME, INC. DBA AMERICAN CHILDREN'S HOME** (the "Contractor") (referred to collectively as the "Parties").

1. Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G)
- (9) Federal Certification Regarding Debarment (Attachment H)
- (10) *If applicable*, HIPAA Business Associate Addendum (checklist and forms)
- (11) Certification of Transportation (Attachment J)
- (12) *If applicable*, IRS federal tax exempt letter or 501 (c)(Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (13) Affidavit
- (14) State Certification (Attachment M)
- (15) Contract Determination Questionnaire (required)
- (16) Certification of Eligibility Under the Iran Divestment Act

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

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

3. Effective Period: This contract shall be effective on July 1, 2017 and shall terminate on June 30, 2018. This contract must be twelve months or less.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work. This Contract is subject to annual appropriation of funds by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.

5. County's Duties: The COUNTY shall pay the CONTRACTOR in the manner and in the amounts specified in the Contract Documents. The total amount paid by the COUNTY to the CONTRACTOR under this Contract is not expected to exceed **\$270,000.00**.

6. ☐ a. There are no matching requirements from the Contractor.

☐ b. The Contractor's matching requirement is \$ NA, which shall consist of:

- | | |
|---|--|
| ☐ In-kind | ☐ Cash |
| ☐ Cash and In-kind | ☐ Cash and/or In-kind |

The total Contract amount including any CONTRACTOR match is not expected to exceed \$270,000.00.

7. Reversion of Funds:

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

8. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

9. Payment Provisions: : Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B. The total Contract amount is not expected to exceed **\$270,000.00**, and in any event, payment will be made only from budgeted funds in accordance with N.C.G.S. Chapter §159. The COUNTY is not financially committed by this Contract to purchase any minimum amount of goods and/or services. All goods and/or services hereunder will be provided in a professional, competent, workmanlike manner. The COUNTY agrees to make payment to CONTRACTOR within thirty (30) days of receipt and acceptance of goods and/or services provided and receives of a correct invoice for said goods and/or services rendered.

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

For the County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title: Shelia Stokes, Program Manager COUNTY: GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES Mailing Address: 1203 Maple Street City, State, Zip: Greensboro, NC 27405 Telephone: (336) 641-6428 Fax: (336) 641-5405 Email: sstokes@myguilford.com	Name & Title County Street Address City, State, Zip

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title: Kathy Berrier, Vice President of Business Affairs CONTRACTOR Name: Junior Order United American Mechanics Children Home Inc. dba American Children's Home Mailing Address: P.O. Box 1288 City, State, Zip: Lexington, NC 27293-1288 Telephone: (336) 357-7126 Fax: (336) 357-2923 Email: ach-nc.org	Name & Title Company Name Street Address City State Zip

10. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. Disbursements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:
- (e)
- (f) Assure adequate control of negotiable instruments; and
- (g) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

14. Specific Language Not Previously Addressed:

(can be delted if not needed)

15. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

Jurisdiction: The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

CONTRACTOR NAME: Junior Order United American Mechanics Children Home Inc. dba American Children's Home

Signature Date

Printed Name Title

ATTEST/WITNESS: _____

Printed
Name: _____

Title: Corporate Secretary

(ATTACH CORPORATE SEAL)

GUILFORD COUNTY

ATTEST:

Marty K. Lawing Date
County Manager

Robin Keller Date
Clerk to Board

(COUNTY SEAL)

This Contract does not create financial commitment and, therefore, has not been preaudited. Purchases under this Contract shall only be made pursuant to purchase orders, each of which will contain a preaudit certificate.

Signature Date

Printed Name: N. Reid Baker, III, Guilford County Finance Director

Attachment A
General Terms and Conditions

Relationships of the Parties

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

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

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

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

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

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

Indemnity and Insurance

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

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

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (a) owned by the Contractor and used in the performance of this contract;
 - (b) hired by the Contractor and used in the performance of this contract; and
 - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

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

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in

- subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
 - (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
 - (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
 - (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
 - (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
 - (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
 - (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:

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

Default and Termination

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

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

may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

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

Intellectual Property Rights

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

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

Compliance with Applicable Laws

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

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

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

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

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

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

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

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or

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

Oversight

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

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

Warranties and Certifications

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

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes

on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

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

Miscellaneous

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

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

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

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

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

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this

contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

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

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

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

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

ATTACHMENT B – SCOPE OF WORK

Contract 215

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: AMERICAN CHILDREN'S HOME

2. *If different* from Contract Administrator Information in General Contract:

Name: Doris Jobe, Vice President

Address 3844 Cotton Grove Road Lexington NC 27292

Telephone Number: (336) 357-7126 Fax Number: Email: ach-nc.org

3. Name of Program (s): RESIDENTIAL SERVICES – ROOM & BOARD

4. Status: ☐ Public ☒ **X Private, Not for Profit** ☐ Private, For Profit

5. Contractor's Financial Reporting Year October through September

B. Explanation of Services to be provided and to whom (SIS Service Code -293)

CONTRACTOR agrees to assist the COUNTY in the provision of residential, foster care and therapeutic services to children in foster care that will comply with CFSR Safety, Permanency, and Wellbeing Standards. The Department's goal is to have a reduction in the number of children in foster care each year.

CONTRACTOR agrees to provide the following services: Please check all that apply to your agency.

Level I _____ Level II X Level III _____

Therapeutic Foster Home X Residential Treatment Home _____

Program Type: Family Type X (Others/Specify) Residential Child Care Institute

Services are for Males _____ Females _____ or Both X

Ages: from 0 to 21 years old

Current bed capacity: up to 50

CONTRACTOR is responsible the making sure that the facility's authorization remains updated with the Guilford Center.

C. Rate per unit of Service (define the unit): ONE CHILD

Room & Board for Medicaid Approved Clients

State approved Residential Facilities rate (Emergency Placement Rate if child is not authorized for TFC)

<u>Child Age Group</u>	<u>Rates</u>
0-5	\$4,279.00/month
6-12	\$4,437.00/month
13-up	\$4,516.00/month

Therapeutic Foster Care Agencies

Therapeutic foster care rate (various foster care locations for Medicaid approved clients)

<u>Child age</u>	<u>Standard Board Rate</u>
0-5	\$475.00/month
6-12	\$581.00/month
13-up	\$634.00/month

Traditional foster care rate (various foster care locations)

<u>Child age</u>	<u>Maintenance Portion</u>	<u>Administrative Portion</u>	<u>Total Max Rate</u>
0 - 5	\$475.00	\$958.00	\$1,433.00

6 - 12	\$581.00	\$983.00	\$1,564.00
13 and up	\$634.00	\$1004.00	\$1,638.00

Therapeutic Emergency Rate = \$70.00 per day.

D. Number of units to be provided: Facility capacity is up to 50 beds; CONTRACTOR will provide Room & Board as beds are available.

E. Details of Billing process and Time Frames:

CONTRACTOR will submit an invoice by the fifth of the month following the month of service to the Department. Invoice will list child's name, record number, dates of service, daily rate and monthly total. Payment will be made based invoice within 30 days of receipt of completed invoice.

The estimated total contract amount is not expected to exceed \$270,000.00 for the first year.

F. Area to be served/Delivery site(s): Guilford County and the surrounding counties.

G. Other Compensation, Conditions, Information or Arrangements:

1. **All** children must be free from further abuse, neglect and/or dependency.
2. To support the mission of Guilford County DHHS.
3. To provide foster care and treatment services for children in the custody of Guilford County Department of Health and Human Services; which will be guided by a Person Centered Plan (PCP) developed prior to admission into the program.
4. To provide for each child's safety, permanency, well-being, shelter, emotional & nutritional needs.
5. To verbally notify the GCDHHS within 24 hours in the case of any incident (restraint, fight, medicine reaction, etc.) or emergency medical treatment involving a child.
6. To provide written progress notes to GCDHHS on a monthly basis regarding each child's needs and progress in the program.
7. To work corporately with GCDHHS in planning for each child's discharge from the program by being available for court, educational meetings, Child and Family Team (CFT) meetings and treatment team meetings that are scheduled for any child placed with CONTRACTOR.
8. To ensure that each child will not be moved or stepped down without a CFT being held by GCDHHS.
9. To participate in all Permanency Planning Meetings for the children placed with CONTRACTOR.
10. To actively support the independent living plan, the educational plan and person centered plan (PCP) developed for each child.
11. To have the CONTRACTOR and the GCDHHS worker collaborate on the development of the PCP plan detailing the specifics of their involvement in each case.
12. To be responsible for the development, management and implementation of a system for ensuring that each child's clothing allowance is spent on that child.
13. To keep a written record of all of the child's clothing and possessions.
14. To maintain a packet of information referred to as the child's portfolio, which contains at minimum any health/medical records, any educational records (report cards-notes from the school and any special testing), pictures and any other information specific to the child. This information is to be updated frequently and held by the CONTRACTOR secured and locked and made available to the GCDHHS staff upon request. Upon discharge from CONTRACTOR the information should be passed on to the GCDHHS staff if the child is still in custody or the child-if the child has aged out, or the parent/caregiver if the minor child returns home or goes into a more permanent home.

15. To work with the biological parents toward a goal of reunification, actively engaging the parents when appropriate.
16. To maintain the confidentiality of information in a client's records, including without limitation, client identity information, in accordance with federal and state laws and regulations.
17. To maintain appropriate licensure/accreditation required by the State of North Carolina for the performance of Services. CONTRACTOR will notify GCDHHS immediately if there are any changes which could affect licensure.
18. After corporate efforts with GCDHHS to resolve any problems, CONTRACTOR will provide GCDHHS a minimum fifteen (15) day grace period prior to discharge of any child. Shorter periods may be agreed upon if deemed necessary.
19. To provide notice of any absent or missing child to assigned social worker, supervisor or on-call worker immediately. CONTRACTOR will also notify local authorities immediately upon the discovery that a child is missing without permission.
20. To supervise, as appropriate, requested on-site visits between child and family when there is more than one youth in the facility.
21. To provide GCDHHS a copy of each child's current medication log upon discharge.
22. Foster Parent and/or provider will have consent for medical and educational needs.
23. Foster Parent and/or provider will have consent to provide transportation for children and will **schedule, transport and accompany the child to all medical, educational, and mental health appointments. No alternative arrangements for transportation should be made without prior approval from DSS.**
24. Foster Parent and/or providers will comply with the Medicaid home protocol. **(attached)**
25. To provide GCDHHS a discharge summary within fifteen (15) days of discharge, including history, course of treatment, progress in care, medications, and plan for child.
26. To use every effort to ensure that each child:
 - a) Attends school on a regular basis.
 - b) Participates in recreational activities.
 - c) Attends scheduled sessions with the therapist.
 - d) Handles assigned chores and other responsibilities.
27. Guilford County Department of Health and Human Services will conduct an annual evaluation for all foster home provider agencies and/or facilities with Guilford County Foster Child/ren.
28. All Child Protective investigations and the investigation outcome on all foster home provider agencies and/or residential facilities must be reported to the Guilford County Placement supervisor by the provider.
29. All foster home provider agencies and/or residential facilities are subject to review if and when a formal complaint has been made on a foster home and or residential home where Guilford County Foster Children reside.
30. All placement agencies will submit to Guilford County Placement supervisor monthly occupancy report on their foster home and Group Home.
31. All placement providers will submit to Guilford County Placement supervisor monthly activity summary (i.e. court, PPAT, Treatment Team reviews etc.)
32. Submit invoices to Placement Supervisor.

*****Emergency Placement**

Emergency Placement - Guilford County DHHS defines emergency placements as the need for a placement when the youth has not been classified within a continuum of care level as prescribed by State and/or Local Management Entity/ Managed Care Organization (LME-MCO). This commonly occurs when the department takes immediate custody with limited information about the youth and his/her history.

Emergency placement beds allow DHHS to complete the necessary assessments and paper work to determine the most appropriate placement match. Emergency placement beds are utilized for a **maximum of 14 days**. In order for a youth to remain in this level of placement beyond this time frame, the placement must be approved by the Program Manager, Division Director, and DSS director. The rationale and efforts to secure a placement must be presented for administrative consideration.

Notice -Providers serving youth in DHHS custody must give a 15-day notice when requesting that a child be removed from a facility or therapeutic foster home when there are no immediate safety issues.

(NOTE: DHHS must also be following this same protocol for respite)

H. GUILFORD COUNTYGC DHHS PERFORMANCE STANDARDS

GCDHHS staff will meet with your agency one on one to discuss specific performance measures.

The following are Guilford County' share of the Federal and State recommended performance measures and standards. It is expected that the CONTRACTOR will equal or exceed the performance level of the Guilford County Department of Health and Human Services.

1. **Recurrence of Maltreatment**: Among all the children with a substantiated report of abuse and/or neglect within the first 6 months of the reporting period, what percent of this total had another substantiated report within 6 months of the first report?
National Standard: 6.10% Guilford County: 2%
2. **Maltreatment in Foster Care**: Among all the children in foster care during the 12 month reporting period, what percent of this total had a substantiated report of abuse and/or neglect where the perpetrator was a foster parent or facility staff member.
National Standard: 57% Guilford County: 47%
3. **Reunified within 12 Months**: Among all the children who had a terminated case due to reunification within the reporting period, what percent of this total had been in placement authority for a year or less.
National Standard: 76.2% or more Guilford County: 59.65%
4. **Reentry into Foster Care within 12 Months**: Among all the children who entered foster care during the reporting period, what percentage of this total had previously been in foster care within 12 months of the most recent foster care entry date that is within the reporting period under review.
National Standard: 8.6% or less Guilford County: 6.02%
5. **Adoption within 24 Months**: Among all the children who had a terminated case due to adoption within the reporting period, what percent of this total had been in placement authority for 2 years or less.
National Standard: 32% or more Guilford County: 46.46%
6. **Placement Stability (2 or fewer placements)**: Among all the children who entered foster care during the 12-month reporting period, what percent had 2 or fewer placements?
National Standard: 86.7% or more Guilford County: 92.13%
7. **Children Age 12 and Under Placed in Group Homes/Institutional Settings**: Among all the children in foster care age 12 and younger during the 12-month reporting period, what percent are placed in group homes or institutions.
National Standard: 6.07% Guilford County: 1.36%



GUILFORD COUNTY FOSTER HOME AND CLINICAL PROVIDER GRIEVANCE POLICY

The Guilford County Foster Home and Clinical Services Grievance Policy was developed to formally address Child Welfare Service and Stakeholder grievances regarding issues with Guilford County licensed foster homes and provider agencies, encompassing contracted and other clinical services providers, in an effort towards due process. Foster parents, provider agencies and clinical services providers will be given a copy of the policy.

SCOPE:

The Department will establish a resolution process in an effort to give parties the opportunity to discuss their concerns and present facts that form the basis of the grievance or response to a grievance. In this meeting, Guilford County Department of Health and Human Services has the ability to offer resolution; preserve placements; and diminish placement moves for children placed out of home. This process will ensure that foster parents, all provider agencies and the Department work collaboratively for the best interest of every child in foster care.

RESOLUTION CORE COMMITTEE (RCC):

The resolution core committee members may consist of the Facilitator Supervisor or Mental Health Specialist, Quality Assurance, Placement Supervisor and/or Clinical Services Supervisor. For therapeutic services the Mental Health Quality Assurance Specialist (MHQAS) will be substituted for the Facilitator Supervisor. The Facilitator Supervisor or MHQAS will convey the committee's decision. If any party is not satisfied with the decision of the core committee, the Clinical Operations Manager will notify the director and forward a copy of the resolution report from the team. The Director will convey the decision to the appropriate parties. The Director's decision is **final**.

WHO COMES TO THE MEETING?

The complainant and relevant members of the child's team who has specific knowledge of the facts identified on the grievance form. The group **must include** the RCC, Placement Supervisor or Clinical Services Supervisor and social worker, Guardian Ad Litem and the child (if the grievance involves the child and the parties deem the child's presence appropriate).

MAY ATTORNEYS PARTICIPATE IN THE RESOLUTION MEETING?

Only if they are part of the team and have first-hand knowledge of the facts.

WHAT HAPPENS IF THE PARTIES DO NOT FOLLOW THROUGH ON THE REQUIREMENTS TO PARTICIPATE IN THE RESOLUTION MEETING?

The Placement Supervisor or Clinical Services Supervisor must make reasonable efforts to obtain participation of all parties and must document those efforts. Failure to participate in the resolution meeting will result in an intervention by the hearing officer or MHQAS to render a decision based on information presented by the parties at the meeting.

Disputes may arise due to miscommunication and violations of licensing rules. These issues can often be resolved amicably between parties. When a person is concerned about a situation in a family foster home or with a clinical service provider, they have the right to obtain resolution. The Department is committed to foster parents and clinical service providers being full partners to ensure safety, permanency and well-being for our foster children.

Process

I. All concerns that arise regarding a Guilford County Department of Health and Human Service licensed foster home, or provider agency shall go through a **screening process**.

Screening Process:

1. The complainant shall complete the grievance form and submit to the Placement Supervisor or Clinical Services Supervisor for screening validation and resolution. (These supervisors shall strive to resolve differences with all relevant parties before initiating the resolution committee meeting).
2. If the issue cannot be resolved, the Placement Supervisor or Clinical Services Supervisor will submit a copy of the grievance form to the Clinical Operations Manager with detail documented actions taken to resolve the matter, requesting a resolution meeting.

Resolution Process:

II. The Placement or Clinical Services Supervisor will schedule a resolution meeting and invite the relevant members of the child's team in writing and explain the process.

IV. RCC will convene a Resolution meeting where the complainant and invited team members can present their concerns and supported facts. The committee will guide the discussion and ensure all parties are heard.

V. At the close of the meeting, the team will be dismissed and the RCC will continue the discussion to reach resolution and recommendations. The RCC will submit the final resolution and recommendations to the Clinical Operations Manager who will review and confirm the decision(s).

VI. Once confirmed, the Facilitator Supervisor or MHQAS will send a written resolution response with final recommendations to all parties within 24 hours after a decision has been reached. However, if there are **NO** safety concerns, within 5 working days.

Approved by:

Robert Lee
Clinical Operations Manager

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GUILFORD COUNTY FOSTER HOME AND CLINICAL PROVIDER GRIEVANCE FORM

All parties shall submit a written request for a grievance to be reviewed by Resolution Core Committee members (RCC) with detail documentation of actions taken to resolve. Resolution of this dispute **could** result in dismissal of the grievance; plan of action to rectify the concern; which may include a service agreement between the Department of Health and Human Services (DHHS) and the foster parent, or clinical provider; result in the termination of foster parent license or termination of provider Memorandum of Agreement. If the resolution constitutes termination of license, the decision will be submitted in writing to NC Division of Social Services, Regulatory and Licensing Services OR Local Management Entity's (LME) Client Rights Committee.

TODAY'S DATE	
COMPLAINANT NAME	
PHONE NUMBER/ADDRESS	
SOCIAL WORKER/SUPERVISOR	

Name and age of child/ren in the home/agency:

NAME OF CHILD	AGE OF CHILD	DATE OF BIRTH

Complainant's Relationship to the Case: (check appropriate box)

GAL	
FOSTER PARENT	
DEPARTMENT OF SOCIAL SERVICE STAFF	
OTHER (PLEASE SPECIFY) _____	

Please complete the following questions in detail.

1. Grievance (In complainant's words) (Be specific about Who, What, When, Where, and How)
2. Have there been similar concerns in the past?

3. How were those concerns addressed? Who did you speak with about your concerns:

4. What was the result?

5. What would you suggest to resolve this?

Submit this form to: **Guilford County Placement Supervisor-Rorie Staton OR**
Clinical Services Supervisor –Sherri Toney
1203 Maple St.
Greensboro, NC 27405
Email: rstaton@co.guilford.nc.us –Placement Supervisor
Email: stoney@co.guilford.nc.us

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Medicaid Home Protocol

Step 1 - Reports accepted by GCDHHS

- It is a GCDHHS routine “best-practice” to request a child’s medical history and medical input during the assessment unless there is justification otherwise.
- Medical information for each child will be requested via the Patient Summary Form (PSF).
- GCDHHS will fax the form to the child’s identified primary care provider
- The Patient Summary form (PSF) must be sent back to GCDHHS within “48” hours of GCDHHS request.

Step 2 – Pre-petition Child and Family meeting (CFT) regarding entry into Foster Care

- CFT includes; potentially, the following persons: GCDHHS case workers, medical provider, family, others as defined by the team and family.
- Medical staff will be included as necessary and appropriate.
- Care Coordination for Children (CC4C) – starting March 1, 2011 every child (age 0-5years) placed into Foster Care will receive CC4C services.

Step 3 – Entrance into foster care

- Parent (Biological and Foster) informed and invited to participate in any/all medical appointments (can be done in person or by phone/remote), if appropriate. GCDHHS Case Worker can ask that the biologic parent not be included if there exist valid information to support this request.
 - Foster parents/Caretakers will be given the community liaison staff information by GCDHHS to contact to schedule foster care appointments. GCDHHS will provide to the Foster Parent the required information needed for registering at TAPM/GCH.
 - Foster parent when scheduling the appointment will be instructed to state the following:
 - “I need to make an appointment for an Initial Foster Care visit with the Community Liaison.”
- GCDHHS gives the Foster Parent scheduling instructions for the Initial Foster Care appointment. The foster parent informs GCDHHS of the appointment time.
- GCDHHS has a packet of material to be completed with/by the biologic parent(s) in situations when biologic parent will not be allowed to attend appointments. Packet would include medical history, including behavior and learning, and an age appropriate developmental & behavioral screening tool.

Step 4 – Initial Foster Care Assessment visit (the objective of this initial visit is to provide a brief assessment and develop plan for comprehensive assessment).

- GCDHHS will provide PSF and other critical information to TAPM, ideally to the Foster Care Community Liaison.
- Provider at time of visit obtains release of information (ROI) for all appropriate medical records and faxes this release to the GCDHHS staff person, who sends this ROI to the identified provider of care for the foster care child. This information should be sent by GCDHHS to the provider within 48 hours with a rush request to send the records to TAPM within 48 hours of receipt.
- Initial Foster Care Assessment/visit (initial evaluation with CPE/age appropriate exam) within seven (7) days (AAP is recommending that this be done optimally within 72 hours).
- Same day appointments are available at TAPM/GCH if needed. This appointment will typically take on average 45 to 60 minutes (average).
 - GCDHHS will waive its record requirements for this type of visit.
 - Completed Physical Examination form should be returned to GCDHHS (Identified person: Julie Beauchesne, GCDHHS Nurse 336-641-5405) within same day/24 hours days of the assessment. PCP is responsible for making sure form is faxed by his/her nurse.
- If the child has another medical home these visits will constitute a consultation assessment to be shared with the Medical Home on completion.

Step 5 - Comprehensive medical assessment within 30 days of placement. TAPM/GCH will do all comprehensive medical assessments.

Data needed:

- Medical records (if no medical records are obtainable this will not prevent the assessment from being done).
- Immunization record
- Medication record/list
- Medical History form completed by biologic parent(s)
- ASQ and ASQ SE (age 0-5) from biologic parents
- CDSA reports, IFSP, preschool reports if indicated
- Pediatric Symptom Checklist (age 6-11) from biologic parents
- Bright Futures Adolescent Questionnaires (age 11-18) from biologic parent and teen
- Teacher report, school performance & behavior, IEP (if indicated)
- A child who meets developmental criteria will be referred by the physician to the CDSA, school or community agency as appropriate.

Components:

- Exam
- Review of developmental & behavioral screens
- Secondary social-emotional screens with LCSW
- Communication with child care, preschool, and/or school
- Referrals as indicated

Assessment Team: (As directed by the physician completing the comprehensive assessment)

- D&B Pediatrician
- GCDHHS LCSW
- Child & adolescent psychiatrist
- Speech & language therapist
- GCDHHS Worker
- GCDHHS Clinical Unit

Report sent to primary care provider at the medical home if not TAPM.*

Reports with findings and recommendations sent to GCDHHS-RN (to give to SW to use to supplement court report) within 7-days of final appointment.

Step 6 - Follow-up visit(s) within 60 days

- This visit could be at TAPM or with the patient's PCP.
- *If this visit needs to occur at TAPM/GCH to review requested records and evaluation results, the report will be sent to the non-TAPM PCP after this visit.
- Any updates to the report will be sent to GCDHHS.

Step 7 – TAPM Initial Assessment team available for continued consult.

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ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
 - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

- II. The site(s) for the performance of work done in connection with the specific agreement are listed below: Contractor will inform the County of any additional sites for performance of work under this agreement.

3844 Cotton Grove Road Lexington NC 27293-1288
2425 Wright Road, Lexington NC 27292

Various Traditional and Therapeutic foster care locations.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment

45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

Certification Regarding Nondiscrimination

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

(See CONTRACT for signatures.)

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ATTACHMENT D

Conflict of Interest Policy

Instructions: *(Use this for all contracts. Page one is to be completed by the Contractor and a copy of the Contractor's conflict of interest policy must be submitted. The Contractor can adopt page1 and 2 as their conflict of interest policy or attach their current adopted policy. Note: Verification is needed on a yearly basis. For contracts extending more than one state fiscal year, the contract file must include documentation that the Conflict of Interest Policy has not changed from the previous year. If the policy has changed, a new conflict of interest policy must be submitted. Remember to delete all instructions in blue italic, (highlighted in yellow).)*

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

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

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

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

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

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

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

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

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

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing 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:

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 _____ of _____
[enter name of entity]

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

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public

My Commission expires _____, 20 ____

ATTACHMENT E - NO OVERDUE TAX DEBTS

Provider should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to the Guilford County Department of Health and Human Services.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

Entity's Letterhead

Junior Order United American Mechanics Children Home Inc. dba American Children's Home

Address: P.O. Box 1288

Lexington NC 27293-1288

336-357-7126

Fax: 336-357-2923

Email: ach-nc.org

[Date of Certification: _____ (mm/dd/yy)]

To: GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Certification:

We certify that the **Junior Order United American Mechanics Children Home Inc. dba American Children's Home** 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] and _____

[Name of Second Authorizing Official] being duly sworn, say that we are the Board Chair 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.

Signature: _____ Signature: _____
Board Chair **Title of Second Authorizing Official:** _____

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.”

ATTACHMENT F

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

(See CONTRACT for signatures.)

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Attachment G

GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) 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 and not more than \$100,000 for each such failure.

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

Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

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

Paragraph B.

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State

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

- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

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

Signature

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT H

GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

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

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

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

(See CONTRACT for signatures.)

(The remainder of this page has been intentionally left blank).
(This contract continues on the following pages.)

This document will be used to determine if you have a business associate relationship with a contractor. This form should be completed on all contracts that have a HIPAA covered health care component. This would include all health related information.

Contractor: **Junior Order United American Mechanics Children Home Inc. dba American Children's Home** Contract Number: **215** Date: **05/18/2017**

HIPAA ASSESSMENT FORM

Questions	Notes	Steps
1. Has a relationship been initiated Yes allows the contractor to perform a function or activity for, or on behalf of, Guilford County Department of Health and Human Services HIPAA covered health care component?		YES—Go to Question 2. NO—Stop. There is no business associate relationship.
2. Is the function or service to be Yes rendered by the contractor on an activity other than treatment of clients?	NOTE: The sharing of Individually identifiable health information with another treatment contractor for treatment purposes only does not require a business associate agreement. See 45 CFR §164.502(e)(1)(ii)(A)	YES—Go to Question 3. NO—Stop. There is no business associate relationship.
3. Does the function or service to Yes be rendered by the contractor involve the use or disclosure of the Guilford County Department of Health and Human Services individually identifiable health information?	NOTE: Data that does not contain A Guilford County Department of Health and Human individually identifiable health information is not covered by HIPAA and thus does not have to be protected through a business associate agreement.	YES--Go to Question 4. NO—Stop. There is no business associate relationship.
4. Are the services rendered by No staff from the contractor performed on the premises of the covered health care component, using the component's resources and following the component's policies and procedures?	NOTES: Whenever a service is rendered on the premises of a covered component, utilizing the component's resources and following the component's policies and procedures, the person rendering such services is considered a member of the component's workforce, and is required to comply with the component's privacy policies and procedures. No business associate agreement is required.	NO—Got Question 5. YES—Stop. There is not business associate relationship.

5. Is the contractor performing a Yes type(s) of function/activity for or on the behalf of the Guilford County Department of Health and Human Services HIPAA covered health component that is directly related to the covered health component's continued operation?	Check appropriate service(s): ☐ Attorney Representing Agency ☐ Benefits Management ☐ Patient Accounts Billing ☐ Claims Processing ☐ Claims Administration ☐ Bill Collections ☒ Professional Services ☐ Special Population Assessments ☐ Data Analysis ☐ Data Processing ☐ Data Administration ☐ JCAHO ☐ Council on Accreditation ☐ Re-pricing	YES—You have identified a business associate relationship. The specified function/activity, which involves the sharing of individually identifiable health information, is provided by the contractor. This constitutes a business associate relationship as such information must be protected the same as required of the HIPAA covered health care component. There are two types of business associate relationships: External Business Associate relationships: You have identified an External business associate relationship if you are contracting with any entity outside city, county or state government. A <u>Business Associate Addendum</u> must be signed and
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	☐ Rate Setting ☐ Practice Management ☐ Software Support ☐ Utilization Review ☐ Quality Assurance Contract Analysis ☐ Central Office Supervision ☐ Security ☐ Dietary ☐ Machine Maintenance ☐ Facility Maintenance ☐ Landscaping ☐ Housekeeping ☐ Hardware Support ☐ Audits/Surveys ☐ Purchasing	included with the contract. If you are completing a Memorandum of Agreement (MOA) with a governmental entity the <u>Government Associate Addendum</u> must be utilized. NO—STOP. There is no business associate relationship.
ADDITIONAL REQUIRMENTS		
NOTE: Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates		

(The remainder of this page has been intentionally left blank).
 (This contract continues on the following pages.)

ATTACHMENT I

GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES DEPARTMENT OF HEALTH AND HUMAN SERVICES BUSINESS ASSOCIATE ADDENDUM TO CONTRACT

THIS AGREEMENT is hereby entered into and made effective the **1ST** day of July, 2017, by and between the **GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES**, the "Covered Entity" and **JUNIOR ORDER UNITED AMERICAN MECHANICS CHILDREN'S HOME INC. dba AMERICAN CHILDREN'S HOME**, the "CONTRACTOR" and "Business Associate," also collectively referred to as the "Parties," and runs concurrently with the CONTRACT entered into between the Parties.

1. BACKGROUND

- a. Covered Entity and Business Associate are Parties to a CONTRACT entitled and identified as **GUILFORD COUNTY CONTRACT NO. 215** (the "CONTRACT"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of GUILFORD COUNTY as the GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES (GCDHHS) as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "Business Associate" within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the CONTRACT with the intention of complying with the HIPAA Privacy Rule provision that a Covered Entity may disclose protected health information to a Business Associate, and may allow a Business Associate to create or receive protected health information on its behalf, if the Covered Entity obtains satisfactory assurances that the Business Associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity or to the GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, in a time and manner designated by the Secretary, for purposes of the GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the CONTRACT permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the CONTRACT, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the CONTRACT permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the CONTRACT permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the CONTRACT permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the CONTRACT or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the CONTRACT terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 - 1) Except as provided in paragraph (2) of this section or in the CONTRACT or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the CONTRACT.
- b. Except as provided in this Agreement, all terms and conditions of the CONTRACT shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the CONTRACT, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the CONTRACT terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the CONTRACT for cause.

ATTACHMENT J
CERTIFICATION REGARDING TRANSPORTATION

GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

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 GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN 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 Driver's License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs *(signature on this form confirms this statement)*.

(See CONTRACT for signatures.)

(The remainder of this page has been intentionally left blank).
(This contract continues on the following pages.)

ATTACHMENT K

What is a Private Non Profit Agency?

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

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

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

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

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

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

How does a Private Non Profit obtain Tax Exempt Status?

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

IRS TE/GE Customer Service

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

If you prefer to write, you may write at:

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

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

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

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

501(c)(3) and Tax Exempt Status

TO: THE GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

FROM: JUNIOR ORDER UNITED AMERICAN MECHANICS CHILDREN'S HOME INC. dba AMERICAN CHILDREN'S HOME

(Contractor/Company Name)

("Check" or "X" at one blank.)

Is Tax Exempt and the IRS federal tax exempt letter attached or 501(C) 3 attached:

_____.

Is NOT Tax Exempt. _____

(The remainder of this page has been intentionally left blank.)
(This contract continues on the following pages.)

I, _____ (the individual attesting below), being duly authorized by and on behalf of
_____ (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 _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 2017.

My Commission Expires:

_____. _____
Notary Public

(Affix Official/Notarial Seal)

Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

Instructions

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

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- The text of G.S. 105-164.8(b) can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at:
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- The text of G.S. 143-59.2 can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2.(e)) can be found online at:
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

Certifications

- (1) **Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g)**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (2) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
 - (b) [check **one** of the following boxes]
 - ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
 - ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (3) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (4) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;

- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name

Signature of Contractor's Authorized Agent

Date

Printed Name of Contractor's Authorized Agent

Title

Signature of Witness

Title

Printed Name of Witness

Date

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

(The remainder of this page has been intentionally left blank).
(This contract continues on the following pages.)

CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: **JUNIOR ORDER UNITED AMERICAN MECHANICS CHILDREN'S HOME INC. dba AMERICAN CHILDREN'S HOME**

By: _____
Signature Date

Title Printed Name

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:
<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>
and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

CONTRACT PROVIDER NAME: JUNIOR ORDER UNITED AMERICAN MECHANICS CHILDREN'S HOME INC. dba AMERICAN CHILDREN'S HOME
 CONTRACT NUMBER: 215
 CONTRACT PERIOD: 2017-2018
 PROVIDER'S FISCAL YEAR: October - September

**CONTRACT DETERMINATION QUESTIONNAIRE
 (PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed, tally the points in each column. The column with the most points should be a good indicator of the designation of the organization-- either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points Financial Assistance YES	5 points Purchase of Service NO
1. Does the provider determine eligibility?		5
2. Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3. Does the provider provide administrative functions such as Program Planning?		5
4. Does the provider provide administrative functions such as Monitoring?		5
5. Does the provider provide administrative functions such as Program Evaluation?		5
6. Does the provider provide administrative functions such as Program Compliance?		5
7. Is provider performance measured against whether specific objectives are met?	5	
8. Does the provided have responsibility for programmatic decision making?		5
9. Is the provider objective to carry out a public purpose to support an overall program objective?		5
10. Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11. Does the provider have any obligation to the funding authority other than the delivery of the Specified goods/services?		5
12. Does the provider operate in a noncompetitive environment?		5
13. Does the provider provide these or similar goods and/or services only to the funding agency?		5
14. Does the provide these or similar goods and/or services outside normal business operations?	5	
TOTAL	10	60

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract, then sign and date where indicated.

☐

FINANCIAL ASSISTANCE

☒

PURCHASE SERVICE

 Signature of Authorized Programmatic Individual

 DATE

 Signature of Authorized Administrative Individual

 DATE