

**GUILFORD COUNTY CONTRACT NO. 65773-07/08-004, AMENDMENT NO. 5
NIA COMMUNITY ACTION CENTER, INC.**

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

THIS CONTRACT AMENDMENT is hereby made, entered into, and effective this 1st day of June, 2016, by and between **GUILFORD COUNTY on behalf of the GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF PUBLIC HEALTH**, hereinafter referred to as the “**COUNTY**,” and **NIA COMMUNITY ACTION CENTER, INC.**, hereinafter referred to as “**NIA**,” and also collectively referred to as the “Parties.”

W I T N E S S E T H :

WHEREAS, the Parties entered into a Contract on June 1, 2008, and amended it on June 1, 2010, June 1, 2013, June 1, 2014, and June 1, 2015, whereby NIA agreed to collaborate with the COUNTY and other community partners to expand HIV and Syphilis testing in non-traditional settings and related services;

WHEREAS, the Parties now wish to amend the terms of the Contract by continuation of said services rendered by NIA for the period June 1, 2016 through May 31, 2017; and,

WHEREAS, the goals, objectives, and activities for the reporting period have been revised as outlined in the **NIA REPORTING PARAMETERS (ITTS CONTRACT)** which is attached hereto and incorporated herein by reference as **ATTACHMENT I** hereto; and,

WHEREAS, in consideration for the performance by NIA of the services outlined on **ATTACHMENT I**, the COUNTY agrees to pay NIA up to amount of money authorized in the GUILFORD COUNTY budget as outlined in **ATTACHMENT II, NIA’s Budget for the period June 1, 2016 through May 31, 2017**, which is attached hereto and incorporated herein by reference. The maximum financial exposure to the COUNTY will not exceed **\$130,725.00** under this Contract Amendment for the period June 1, 2016 through May 31, 2017. Payment will be made to NIA by the COUNTY within thirty (30) days of receipt of a correct, itemized invoice with billing dates from the 15th to the 15th of the month, and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract. This Contract Amendment 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. All services hereunder shall be provided in a competent, workmanlike and professional manner; and,

WHEREAS, all services provided hereunder are subject to the **HIPAA Addendum** executed by the Parties, which is attached hereto and incorporated herein by reference as **ATTACHMENT III**.

WHEREAS, as stated in the initial Contract, NIA must annually submit to the COUNTY a signed and notarized **Conflict of Interest Statement** and **Certification regarding Overdue Taxes**, per N.C.G.S. Chapter §143-6.2, which are attached hereto and incorporated herein by reference as **ATTACHMENT IV** and **ATTACHMENT V**. These Statements and Certifications are to be provided by NIA to the COUNTY at the time of execution of this Contract. Also, for future years during which this Contract is in effect, these Statements and Certifications and financial audit are to be provided annually by NIA to the GUILFORD COUNTY Health Director or designee; and,

WHEREAS, either Party may terminate this Agreement for any reason, including discontinued availability of funds, without penalty upon thirty (30) days written notice to the other Party. All goods and/or services provided and accepted as of the date of termination will be paid for; similarly, amounts paid in advance, if any, for which goods and/or services have not been provided and accepted by the COUNTY will be promptly refunded to the COUNTY by NIA within thirty (30) days of date of termination of this Contract.

WHEREAS, the Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTEE will comply with bid restrictions, if any, and applicable laws, including N.C.G.S.

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§143-129(j) regarding E-Verify as set forth in the **Affidavit Regarding E-Verify**, which is attached hereto and incorporated herein by reference as **ATTACHMENT VI**. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina; and,

WHEREAS, in accordance with N.C.G.S. §143C-6A-5 and other applicable sections of N.C.G.S. §143C-6A regarding the Iran Divestment Act of 2015, each Party hereby certifies that it is not identified on the State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

NOW, THEREFORE, the Parties mutually agree that these revisions are hereby made to the Contract, as amended, effective as of June 1, 2016.

All other provisions of the initial Contract, as amended herein, are hereby ratified and shall continue in full force and effect without change unless and until revised upon mutual written agreement of the Parties or terminated pursuant to the initial Contract.

IN WITNESS WHEREOF, the COUNTY and NIA have set their hands and seals all pursuant to authority duly granted as of the day and year first above written.

ATTEST:

**GUILFORD COUNTY on behalf of the GUILFORD
COUNTY HEALTH AND HUMAN SERVICES
DEPARTMENT, PUBLIC HEALTH DIVISION**

Guilford County Clerk to Board

Marty K. Lawing, Guilford County Manager

(COUNTY SEAL)

ATTEST:

NIA COMMUNITY ACTION CENTER, INC.

Corporate Secretary

Executive Director

(CORPORATE SEAL)

Printed Name: _____

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

Guilford County Finance Director

Site Name:									
Hours:									
Annual Projection		HIV	Syphilis	GC/CT	MCV				
Monthly Projection									
Current Monthly Total									
Total last month									
YTD Total									
Met Projection This Month? Y/N									
Quarterly Projection									
Met Projection This Quarter? Y/N									
Annual Remain									
What worked well at this site?									
What could have gone better at this site?									
Describe any program improvements you plan for this site next quarter?									
Will you continue at this site next quarter?		Yes							

Site Name:									
Hours:									
Annual Projection		HIV	Syphilis	GC/CT	Frequency: MCV				
Monthly Projection									
Current Monthly Total									0
Total last month									
YTD Total									
Met Projection This Month? Y/N									
Quarterly Projection									
Met Projection This Quarter? Y/N									
Annual Remain									
What worked well at this site?									
What could have gone better at this site?									
Describe any program improvements you plan for this site next quarter?									
Will you continue at this site next quarter?		Yes							

Site Name:													
Hours:			HIV		Syphilis		Frequency:		GC/CT		HCV		
Annual Projection													
Monthly Projection													
Current Monthly Total													
Total last month													
YTD Total													
Met Projection This Month? Y/N													
Quarterly Projection													
Met Projection This Quarter? Y/N													
Annual Remain													
What worked well at this site?													
What could have gone better at this site?													
Describe any program improvements you plan for this site next quarter?													
Will you continue at this site next quarter?				Yes									
Hours:			HIV		Syphilis		Frequency:		GC/CT		HCV		
Annual Projection													
Monthly Projection													
Current Monthly Total													
Total last month													
YTD Total													
Met Projection This Month? Y/N													
Quarterly Projection													
Met Projection This Quarter? Y/N													
Annual Remain													
What worked well at this site?													
What could have gone better at this site?													
Describe any program improvements you plan for this site next quarter?													
Will you continue at this site next quarter?				Yes									

(Target 450 individuals annually)

(Target 80% of individuals tested)

[illegible]

Total number of individual tested by gender, age, and ethnicity

	African-American			Caucasian			Latino			Other		
	Current	YTD	RPR	Current	YTD	RPR	Current	YTD	RPR	Current	YTD	RPR
Race/Ethnicity												
HIV	RPR	HIV		RPR	HIV		RPR	HIV		RPR	HIV	RPR
Male												
Female												
Transgender												
TOTAL	0	0	0	0	0	0	0	0	0	1	0	0

Contacts by age

	Ages 0-17	Ages 18-19	Ages 20-29	Ages 30-44	Ages 45	TOTAL
	YTD	Current	YTD	Current	YTD	YTD
Current	6					
	0	0	0	0	0	0
					33	
						0

ATTACHMENT II

**NIA Community Action Center, Inc.
Budget
June 2016 – May 2017**

<u>NIA Community Action Center:</u>	
Salary for Prevention Director (1), - \$16,000	
Salary for Data Manager/Health Educator (1) - \$23,500	
Salary for Health Outreach Educators/Phlebotomist (2) - \$40,855	
Fringes for 4 positions: \$9,642	
Rent: \$11,340	
Insurance: \$8,225	
Professional Services (bookkeeping, payroll): \$9,160	
Supplies and Materials: \$1,200	
Travel: \$2,900	
Telecommunications: \$3,420	
Dues and Subscriptions: \$783	
Program/Testing Incentives (educational incentives and food): \$1,900	
Marketing: \$1,800	\$130,725

ATTACHMENT III

HIPAA BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE ADDENDUM is hereby made, entered into, and effective this 1st day of June, 2016, by and between **GUILFORD COUNTY on behalf of the GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF PUBLIC HEALTH**, hereinafter referred to as the “**COVERED ENTITY**,” and **NIA COMMUNITY ACTION CENTER, INC.**, hereinafter referred to as the “**BUSINESS ASSOCIATE**,” and also collectively referred to as the “Parties.” This HIPAA BUSINESS ASSOCIATE ADDENDUM is attached hereto, incorporated by reference, and made a part of GUILFORD COUNTY CONTRACT NO. 65773-07/08-004, AMENDMENT NO. 5, and execution of said Contract shall also apply to this HIPAA BUSINESS ASSOCIATE ADDENDUM.

Definitions

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

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

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

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

Recitals

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

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

General Provisions

- A. Effect.** This Addendum supplements, modifies and amends any and all agreements, whether oral or written, between the Parties involving the disclosure of PHI by the Covered Entity to Business Associate, or the creation or receipt of PHI by Business Associate on behalf of the Covered Entity. The terms and provisions of the Addendum shall supersede any other conflicting or inconsistent terms and provisions in any agreements between the Parties, including all exhibits or other attachments thereto and all documents incorporated therein by reference. Without limitation of the foregoing, any limitation or exclusion of damages provisions shall not be applicable to this Addendum.
- B. Amendment.** Business Associate and the Covered Entity agree to amend this Addendum to the extent necessary to allow either Party to comply with the Privacy Standards, the Standards for Electronic Transactions (45 CFR Parts 160 and 162) and the Security Standards (45 CFR Part 142) (collectively, the “Standards”) promulgated or to be promulgated by the Secretary or other regulations or statutes. Business Associate agrees that it will fully comply with all such Standards and that it will agree to amend this Addendum to incorporate any material required by the Standards.

Obligations of Business Associate

- A. Use and Disclosure of Protected Health Information.** Business Associate may use and disclose Protected Health Information only as required to satisfy its obligations under the Agreement(s), as permitted herein, or required by law, but shall not otherwise use or disclose any Protected Health Information. Business Associate shall not, and shall ensure that its directors, officers, employees, contractors and agents do not, use or disclose Protected Health Information received from the Covered Entity in any manner that would constitute a violation of the Privacy Standards if so used or disclosed by the Covered Entity, except that Business Associate may use or disclose Protected Health Information (i) for Business Associate's proper management and administrative services, (ii) to carry out the legal responsibilities of Business Associate or (iii) to provide data aggregation services relating to the health care operations of the Covered Entity if required under the Agreement(s). Business Associate hereby acknowledges that, as between Business Associate and the Covered Entity, all Protected Health Information shall be and remain the sole property of the Covered Entity, including any and all forms thereof developed by Business Associate in the course of its fulfillment of its obligations pursuant to this Addendum. Business Associate further represents that, to the extent Business Associate requests that the Covered Entity disclose Protected Health Information to Business Associate, such a request is only for the minimum necessary Protected Health Information for the accomplishment of Business Associate's purpose.
- B. Safeguards Against Misuse of Information.** Business Associate agrees that it will use all appropriate safeguards to prevent the use or disclosure of Protected Health Information other than pursuant to the terms and conditions of this Addendum.
- C. Reporting of Disclosures of Protected Health Information.** Business Associate shall, within thirty (30) business days of becoming aware of any use or disclosure of Protected Health Information in violation of this Addendum by Business Associate, its officers, directors, employees, contractors or agents or by a third party to which Business Associate disclosed Protected Health Information, report any such disclosure to the Covered Entity.
- D. Agreements by Third Parties.** Business Associate shall obtain and maintain an agreement with each agent or subcontractor that has or will have access to Protected Health Information, which is received from, or created or received by Business Associate on behalf of the Covered Entity, pursuant to which agreement such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Business Associate pursuant to this Addendum with respect to such Protected Health Information.
- E. Access to Information.** Within five (5) business days of a request by the Covered Entity for access to Protected Health Information about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such Protected Health Information for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to Protected Health Information directly from Business Associate, Business Associate shall within two (2) business days forward such request to the Covered Entity. Any denials of access to the Protected Health Information requested shall be the responsibility of the Covered Entity. **[Not applicable if Business Associate does not have Protected Health Information in a Designated Record Set.]**

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- F. Availability of Protected Health Information for Amendment.** Within ten (10) business days of receipt of a request from the Covered Entity for the amendment of an individual's Protected Health Information or a record regarding an individual contained in a Designated Record Set (for so long as the Protected Health Information is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. §164.526. **[Not applicable if Business Associate does not have Protected Health Information in a Designated Record Set.]**
- G. Accounting of Disclosures.** Within ten (10) business days of notice by the Covered Entity to Business Associate that it has received a request for an accounting of disclosures of Protected Health Information, other than related to the treatment of the patient, the processing of payments related to such treatment, or the operation of a Covered Entity or its Business Associate and not relating to disclosures made earlier than six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to the Covered Entity such information as is in Business Associate's possession and is required for the Covered Entity to make the accounting required by 45 C.F.R. §164.528. At a minimum, Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) business days forward such request to the Covered Entity. Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.
- H. Availability of Books and Records.** Business Associate hereby agrees to make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, the Covered Entity available to the Secretary for purposes of determining the Covered Entity's and Business Associate's compliance with the Privacy Standards.
- I. Indemnification.** Business Associate hereby agrees to indemnify and hold the Covered Entity harmless from and against any and all liability and costs, including attorneys' fees, created by a breach of this Addendum by Business Associate, its agents or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the Agreement(s).
- J. Insurance.** Business Associate shall obtain and maintain during the term of this Addendum liability insurance covering claims based on a violation of the Standards or any applicable state law or regulation concerning the privacy of patient information and claims based on its obligations pursuant to this Addendum in an amount not less than \$1,000,000 per claim. Such insurance shall be in the form of occurrence-based coverage and shall name the Covered Entity as an additional named insured. A copy of such policy or a certificate evidencing the policy shall be provided to the Covered Entity upon written request.
- K. Notice of Request for Data.** Business Associate agrees to notify the Covered Entity within five (5) business days of Business Associate's receipt of any request or subpoena for Protected Health Information. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, Business Associate agrees to cooperate fully with the Covered Entity in such challenge.

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- L. Injunction.** Business Associate hereby agrees that the Covered Entity will suffer irreparable damage upon Business Associate's breach of this Addendum and that such damages shall be difficult to quantify. Business Associate hereby agrees that the Covered Entity may file an action for an injunction to enforce the terms of this Addendum against Business Associate, in addition to any other remedy the Covered Entity may have.

Term and Termination

- A. Term.** This Addendum shall become effective on the Effective Date and, unless otherwise terminated as provided herein, shall have a term that shall run concurrently with that of the last expiration date or termination of the Agreement(s).
- B. Termination Upon Breach of Provisions Applicable to Protected Health Information.** Any other provision of the Agreement(s) notwithstanding, this Addendum and the Agreement(s) may be terminated by the Covered Entity upon five (5) business days written notice to Business Associate in the event that the Business Associate breaches any provision contained in this Addendum and such breach is not cured within such five (5) day period; provided, however, that in the event that termination of this Addendum and the Agreement(s) is not feasible, in the Covered Entity's sole discretion, Business Associate hereby acknowledges that the Covered Entity shall have the right to report the breach to the Secretary, notwithstanding any other provision of this Addendum or any Agreement(s) to the contrary.
- C. Return or Destruction of Protected Health Information upon Termination.** Upon termination of this Addendum, Business Associate shall either return or destroy all Protected Health Information received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity and which Business Associate still maintains in any form. Business Associate shall not retain any copies of such Protected Health Information. Notwithstanding the foregoing, to the extent that the Covered Entity agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of this Addendum shall survive such termination and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.
- D. The Covered Entity's Right of Cure.** At the expense of Business Associate, the Covered Entity shall have the right to cure any breach of Business Associate's obligations under this Addendum. The Covered Entity shall give Business Associate notice of its election to cure any such breach and Business Associate shall cooperate fully in the efforts by the Covered Entity to cure Business Associate's breach. All requests for payment for such services of the Covered Entity shall be paid within thirty (30) business days.
- E. Transition Assistance.** Following the termination of this Addendum and the Agreement(s) for any reason, Business Associate agrees to provide transition services for the benefit of the Covered Entity, including the continued provision of its services required under the Agreement(s) until notified by the Covered Entity that the alternative provider of services is able to take over the provision of such services and the transfer of the Protected Health Information and other data held by the Business Associate related to its services under the Agreement(s).

ATTACHMENT IV

CONFLICT OF INTEREST POLICY

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

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

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

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

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

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

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

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

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

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

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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:

NIA COMMUNITY ACTION CENTER, INC.
Name of Organization

Signature of Organization Official/ Executive Director

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of _____

I, _____, Notary Public for said County and State, certify that
_____ personally appeared before me this day and acknowledged
that he/she is Executive Director of **NIA COMMUNITY ACTION CENTER, INC.**, and by that authority duly given and as
the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of
Directors/Trustees or other governing body in a meeting held on the _____ day of _____, _____.

Sworn to and subscribed before me this _____ day of _____, 2016.

Notary Public

(Official Notary Seal)

My Commission expires _____, 20____.

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ATTACHMENT V

OVERDUE TAXES CERTIFICATION

**NIA COMMUNITY ACTION CENTER, INC.
P.O. Box 1688
High Point, NC 27260
Phone: 336-887-4876 Fax: 336-887-9224**

Date of Certification: _____

**To: GUILFORD COUNTY on behalf of the GUILFORD COUNTY HEALTH AND HUMAN SERVICES
DEPARTMENT, DIVISION OF PUBLIC HEALTH**

Certification:

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

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 **NIA COMMUNITY ACTION CENTER, INC.** in the City of High Point in
the State of North Carolina, and that the foregoing certification is true, accurate and complete to the best of our knowledge
and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be
reported to the appropriate authorities for further action.

Signatures:

Board Chair

[Title of Second Authorizing Official]

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

Notary Public

(Official Notary Seal)

My Commission Expires: _____.

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ATTACHMENT VI

STATE OF NORTH CAROLINA

AFFIDAVIT REGARDING E-VERIFY

COUNTY OF GUILFORD

I, _____ (the individual attesting below), being duly authorized by and on behalf of
NIA COMMUNITY ACTION CENTER, INC., 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 _____, 2016.

Signature of Affiant

Print or Type Name: _____

State of North Carolina County of Guilford

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

_____ day of _____, 2016.

My Commission Expires:

_____. _____
Notary Public

(Affix Official/Notary Seal)



Elaine F. Marshall
Secretary

North Carolina

**DEPARTMENT OF THE
SECRETARY OF STATE**

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

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Corporate Names

Legal: Nia Community Action Center, Inc.

Non-Profit Corporation Information

SosId: 0594150
Status: Current-Active
Annual Report Status: Not Applicable
Citizenship: Domestic
Date Formed: 6/13/2001
State of Incorporation: NC
Registered Agent: Michael, Sandy

Corporate Addresses

Reg Office: 122 N Elm St, Ste 122
Greensboro, NC 27401
Mailing: 505 Whiteoak Street
High Point, NC 27260
Principal Office: PO Box 1688
High Point, NC 27261