

**GUILFORD COUNTY CONTRACT NO. 30429-07/16-015
FAMILY SERVICE OF THE PIEDMONT, INC. (AGENCY)**

NORTH CAROLINA

GUILFORD COUNTY

THIS AGREEMENT is hereby made and entered into this 1st day of July, 2016, by and between **GUILFORD COUNTY, on behalf of the GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF PUBLIC HEALTH**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “**COUNTY**,” and **FAMILY SERVICE OF THE PIEDMONT, INC.**, hereinafter referred to as the “**AGENCY**,” and also collectively referred to as the “Parties.”

W I T N E S S E T H :

WHEREAS, the COUNTY has requested services from the AGENCY to carry out its programs and activities; and

WHEREAS, the GUILFORD COUNTY Board of County Commissioners has appropriated up to the sum of \$123,000 for the fiscal year ending June 30, 2017, to support this purpose; and,

WHEREAS, it is desirable and necessary to enter into this Agreement in order to set forth the terms and conditions for receiving said funds from the COUNTY.

NOW, THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in the manner and for the purposes of the **Healthy Start Home Visitation Program**.
2. In consideration for the performance by the AGENCY of the services outlined on its form, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the GUILFORD COUNTY budget for the fiscal year. Payment of such amount shall be made quarterly following receipt of expenditure and performance report forms as outlined in **Exhibit A** to the COUNTY. The amount appropriated to the AGENCY is for services provided from July 1, 2016 through June 30, 2017. Reimbursement requests for services provided outside this time period will not be considered. All receipts must be submitted for reimbursement by July 15, 2017. Failure to submit receipts by this deadline will result in GUILFORD COUNTY not completing payment of the grant.
3. If the AGENCY fails to perform its obligations under this Agreement, or if the AGENCY shall violate any of the provisions of this Agreement, the COUNTY shall have the right to terminate this Agreement by giving written notice to the AGENCY of such termination at least thirty (30) days before the effective date of such termination. In such event, all unexpended funds at the time of such termination shall be promptly repaid to the COUNTY. Furthermore, the COUNTY reserves the right to require AGENCY to repay funds expended in violation of the terms and conditions of this Agreement.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without prior written approval of the COUNTY. If AGENCY should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, AGENCY must immediately notify GUILFORD COUNTY in writing of these changes and provide the COUNTY with legal documentation supporting these changes such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, AGENCY will submit the name and address of the assuming AGENCY'S registered agent for service of process and/or all notices required under the Contract. This Contract may not be assumed or otherwise transferred to another party by the AGENCY without the express written consent of GUILFORD COUNTY, which said consent will be evidenced by acceptance memo or letter from the GUILFORD COUNTY Manager, or designee, to the original AGENCY under the Contract and the assuming AGENCY.

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5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin.
6. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures.
7. The AGENCY must establish and provide to the COUNTY criteria that will be used in monitoring the accomplishment of established goals and objectives along with performance measures.
8. The AGENCY shall submit to the COUNTY a quarterly performance report and an annual status report of all program activities including a summary of the accomplishment of stated goals and objectives.
9. The AGENCY shall have an annual audit of its financial records and operations performed by an independent certified public accountant with a copy of the current audit and current management letter being submitted to the GUILFORD COUNTY Internal Audit Office within six (6) months of the AGENCY'S fiscal year end. A copy of the financial records and operations of the AGENCY shall be provided at the COUNTY'S discretion. The COUNTY shall be entitled to audit the financial records and operations of the AGENCY.
10. The COUNTY shall be entitled to conduct program evaluations of the AGENCY'S activities, particularly as it relates to the accomplishments of established goals and objectives and the quality and impact of services being delivered.
11. All books and records shall be maintained by the AGENCY for a period of at least three (3) years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
12. Meetings of the AGENCY'S Board of Directors, Advisory Board or Governing Board must be open to the public.
13. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace of 1988 41 U.S.C.701).
14. The AGENCY must annually submit to the COUNTY a signed and notarized Conflict of Interest Statement and Certification regarding Overdue Taxes, per N.C.G.S. §143-6.2, before reimbursement of expenses is processed for payment. Initially, these forms are to be submitted simultaneously upon signing of this Agreement.
15. The AGENCY must annually submit to the COUNTY a Certificate of Insurance showing proof of workers compensation, general liability, and auto liability coverage. This Certificate is to be submitted simultaneously upon signing of this Agreement.
16. As a condition of receiving funds from GUILFORD COUNTY, the AGENCY agrees to fully Indemnify and hold harmless GUILFORD COUNTY, its officers, agents, and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries, and judgements of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this Agreement.
17. The COUNTY is in no way responsible for the administration and supervision of the AGENCY'S officers, employees, and agents, which persons it is agreed are not officers, Employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
18. This Agreement may only be amended by written Amendments mutually agreed upon and

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executed by and between the COUNTY and the AGENCY.

19. The GUILFORD COUNTY Board of Commissioners may in its discretion place an ex-officio member on the Governing Board of the AGENCY, to the extent allowed by law.
20. This Contract including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversation or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.
21. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The AGENCY 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.
22. 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.
23. This Agreement includes the following Attachments:
 - Exhibit A - Expenditure and Performance Report Forms
 - Exhibit B - HIPAA Business Associate Addendum
 - Exhibit C – Budget Narrative
 - Exhibit D – Conflict of Interest Policy Statement
 - Exhibit E – No Overdue Tax Debts Certification
 - Exhibit F – E-Verify Affidavit
 - Exhibit G – List of Board of Directors
 - Exhibit H - IRS Letter Recognizing Agency as Exempt under Section 501(c)(3) of the Internal Revenue Code.

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

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

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

ATTEST:

By: _____
Marty K. Lawing, Guilford County Manager

Robin Keller
Clerk to Board

(COUNTY SEAL)

FAMILY SERVICE OF THE PIEDMONT, INC.

ATTEST:

By: _____
Tom Campbell, CEO

BY: _____
Corporate Secretary

Printed Name: Tom Campbell _____

(CORPORATE SEAL)

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

N. Reid Baker III
Guilford County Finance Director

GUILFORD COUNTY

CONTRACTUAL SERVICE PROVIDER (CBO) EXPENDITURE REPORT

Grantee

Date of Request _____
Quarter This Report Covers _____
Contact Person _____
Phone and Email Address _____
Service (s) Supported by the Grant _____
(Please be specific) _____

Expenditures

I. Prior _____
II. Current _____
 Personnel _____
 Supplies _____
 Services _____
 Travel _____
 Administration _____
 Total this Reporting Period _____

III. **Total to Date** _____

Reimbursement Request

2016-2017 Grant Award _____
Previously Requested _____
Amount Requested _____
 Quarter# _____
 Balance of Grant _____
Submitted By: (Signature and Date) _____

Certification: I certify that this report accurately represents expenditures for the quarter, in accordance with the Guilford County Contract and Award Letter.

Guilford County

CONTRACTUAL SERVICE PROVIDER (CBO) PERFORMANCE REPORT

Grantee: _____ Date: _____

Total Allocation for FY 2016-2017:

County funds requested for the reporting period: Month _____ Annual _____

Reporting period: _____ (mm/dd/yy through mm/dd/yy)

Submitted by: _____ (name and title)

Contract phone # and email address: _____

Please answer the following questions, supplying numerical counts and specific details:

1. How the nonprofit has used Guilford County funding during this reporting period?
2. Who is your target population?
3. How many clients/citizens have you directly impacted (served to date)?
4. How have you coordinated the services of your nonprofit with allied community and/or governmental organization? If yes, please summarize the activities.
5. Have you matched or leveraged Guilford County funds with other revenues/contributions? If yes, state the dollar amounts.
6. Are you evaluating the program or service that received County funds? Kindly, share your process and feedback from consumers.
7. List the tangible ways that your agency has impacted County residents as a result of receiving CBO funds.
8. Are you pursuing grants and alternate sources of revenue to support this program?

Exhibit B

This Business Associate Addendum, is entered into and effective July 1, 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 FAMILY SERVICE OF THE PIEDMONT, INC., hereinafter referred to as the “Business Associate,” and also collectively referred to as the “Parties.”

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 “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.

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- 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 supercede 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

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promulgated by the Secretary or other regulations or statutes. Business Associate agrees that it will fully comply with all such Standards and that it will agree to amend this Addendum to incorporate any material required by the Standards.

Obligations of Business Associate

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

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Record Set. In the event any individual requests access to Protected Health Information directly from Business Associate, Business Associate shall within five (5) business days forward such request to the Covered Entity. Any denials of access to the Protected Health Information requested shall be the responsibility of the Covered Entity. **[Not necessary if Business Associate does not have Protected Health Information in a Designated Record Set.]**

- F. Availability of Protected Health Information for Amendment.** Within ten (10) 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 necessary 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) only to the extent permitted by NC Tort Claims Act without waiving sovereign immunity.

- J. Insurance.** Business Associate shall obtain and maintain during the term of this Addendum liability insurance covering claims based on a violation of the Standards or any applicable state law or regulation concerning the privacy of patient information and claims based on its obligations pursuant to this Addendum in an amount not less than \$1,000,000 per claim. Such insurance shall be in the form of occurrence-based coverage and shall name the Covered Entity as an additional named insured. A copy of such policy or a certificate evidencing the policy shall be provided to the Covered Entity upon written request.
- K. Notice of Request for Data.** Business Associate agrees to notify the Covered Entity within five (5) business days of Business Associate's receipt of any request or subpoena for Protected Health Information. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, Business Associate agrees to cooperate fully with the Covered Entity in such challenge.
- L. Injunction.** Business Associate hereby agrees that the Covered Entity will suffer irreparable damage upon Business Associate's breach of this Addendum and that such damages shall be difficult to quantify. Business Associate hereby agrees that the Covered Entity may file an action for an injunction to enforce the terms of this Addendum against Business Associate, in addition to any other remedy the Covered Entity may have.

Term and Termination

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

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terms and provisions of this Addendum shall survive such termination and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

D. The Covered Entity's Right of Cure. At the expense of Business Associate, the Covered Entity shall have the right to cure any breach of Business Associate's obligations under this Addendum. The Covered Entity shall give Business Associate notice of its election to cure any such breach and Business Associate shall cooperate fully in the efforts by the Covered Entity to cure Business Associate's breach. All requests for payment for such services of the Covered Entity shall be paid within thirty (30) days except that Business Associate shall have five (5) business days as noted in Section B to cure such breach. Covered Entity may cure breach upon expiration of the 5th business day.

E. Transition Assistance. Following the termination of this Addendum and the Agreement(s) for any reason, Business Associate agrees to provide transition services for the benefit of the Covered Entity, including the continued provision of its services required under the Agreement(s) until notified by the Covered Entity that the alternative provider of services is able to take over the provision of such services and the transfer of the Protected Health Information and other data held by the Business Associate related to its services under the Agreement(s).

Intending to be legally bound, the parties hereto have caused this Addendum to be executed by their duly authorized representatives.

COVERED ENTITY:

GUILFORD COUNTY

ATTEST:

By: _____
Marty K. Lawing
Guilford County Manager

Robin Keller
Guilford County Clerk to Board

(COUNTY SEAL)

BUSINESS ASSOCIATE/AGENCY:

FAMILY SERVICE OF THE PIEDMONT, INC.

ATTEST:

By: _____
Tom Campbell
Chief Executive Officer

Corporate Secretary

Printed Name: _____

(CORPORATE SEAL)

Exhibit C

FAMILY SERVICES OF THE PIEDMONT, INC.

Budget Narrative

CBO Grant: \$123,000

July 1, 2016 - June 30, 2017

FAMILY SERVICE OF THE PIEDMONT

Salaries (FTE)	2.53 FTE	\$93,557.00
Fringes	2.53 FTE	\$22,273.00
Supplies		\$1,645.00
Travel		\$4,000.00
Services		\$1,525.00
Total		\$123,000.00

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.

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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.

(The remainder of this page is intentionally left blank.)

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Approved by:

FAMILY SERVICE OF THE PIEDMONT, 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 the **FAMILY SERVICE OF THE PIEDMONT,**
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____.

Exhibit E

OVERDUE TAXES CERTIFICATION
FAMILY SERVICE OF THE PIEDMONT, INC.
902 Bonner Drive
Jamestown, NC 27282
Phone: 336-889-6105

Date of Certification: _____

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

Certification:

We certify that the **FAMILY SERVICE OF THE PIEDMONT, 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 the **FAMILY SERVICE OF THE PIEDMONT, INC.** in the Town of Jamestown, 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

My Commission Expires: _____.

(Official Notary Seal)

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

AFFIDAVIT REGARDING E-VERIFY

I, _____(the individual attesting below), being duly authorized by and on behalf of **Family Service of the Piedmont, Inc.** (the entity doing business with Guilford County, 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 _____, 2016.

Signature of Affiant
Print 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/Notarial Seal)

Exhibit G

**Family Service of the Piedmont, Inc.
2016-2017 Board List**

Lindsey Auman
David Bergen
Kip Blakely
Brack Brigman
Rudy Clark
Curtis Collins
Kimberly Crews
Kathy Dick
Manuel Dudley
Eddie Edwards
Elizabeth Finch
Robert Hager
Jay Haldeman
Kim Holleman
Reid Marsh
Kay Miller
Joan McGeachy
Shelley Olds
Anne Osborne
Margaret Penn
George Ragsdale
Michael Schlosser
David Thompson
Gwen Willis

Exhibit H

IRS Letter Recognizing Agency as Exempt under Section 501(c)(3) of the Internal Revenue Code (to be attached).