



Guilford County

CONTRACT AGREEMENT

COUNTY			AGENCY				
GUILFORD COUNTY, on behalf of the GUILFORD COUNTY CHILD SUPPORT ENFORCEMENT AND COURT SERVICES DEPARTMENT Guilford County Child Support Enforcement and Court Services Department 400 W. Market Street, 4 th Floor Greensboro, NC 27405 Telephone No: 3366413853 Attention: Tiffany Johnson Contract No: 735 Parent Contract No: 0			ONE STEP FURTHER, INC. 623 EUGENE CT SUITE 101 GREENSBORO, NC 27401 Susan Ayers 336-275-3699 sayers@onestepfurther.com Attention: Susan Ayers				
HIGHLIGHT INFORMATION							
Contract Purpose: Grant for Jail Diversion Services Effective Date: July 1, 2018 Contract Type: MAX EXPOSURE SERVICE Contract Amount: 100,000.00			Expiration Date: June 30, 2019 Contract Subtype: Event Number:				
CONTRACT LINES							
Line No	Percent	Item Description	Acct Unit	Account	Base Cost	UOM	Amount
1	100.000%	Jail Diversion Services	390113	53010^0	\$100,000.00	YR	\$100,000.00



GUILFORD COUNTY CONTRACT NO. 735
Parent Contract No. 0

THIS CONTRACT is hereby made, entered into, and effective as of July 1, 2018, by and between GUILFORD COUNTY on behalf of the Guilford County Child Support Enforcement and Court Services Department, a body politic and corporate of the State of North Carolina, hereinafter referred to as “COUNTY,” “LME,” or “LOCAL MANAGEMENT ENTITY” and ONE STEP FURTHER, INC., hereinafter referred to as the “AGENCY,” and also collectively referred to as the “Parties.”

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

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

SECTION I - AGENCY AGREES: .

A. To use the funds appropriated by GUILFORD COUNTY in the manner and for the purposes stated in its Grant Application, which is attached hereto and incorporated herein by reference (See Attachment A.)

B. REPORTS: To submit the following to the LME (Robin Robinson, Child Support Services at rrobinso@myguilford.com), by the following dates:

October 15, 2018 (for time frame July 1, 2018- September 30, 2018);

January 15, 2019 (for October 1, 2018 - December 31, 2018);

April 15, 2019 (for January 1, 2019 - March 31, 2019), and

July 15, 2019 (for April 1, 2019 - June 30, 2019):

1) Guilford County Expenditure Report, template attached hereto and incorporated herein by reference (See Attachment B), with the allocation and expenditure of funds for services and activities performed during the previous quarter under this Contract, and

2) Guilford County Performance Report, template attached hereto and incorporated herein by reference (See Attachment C), indicating goals reached during the quarter being invoiced, and

3) Grant for Jail Diversion Services Strategic Outcomes Report, template attached hereto and incorporated herein by reference (See Attachment D)

To further submit the following to the LME (Robin Robinson, Child Support Services at rrobinso@myguilford.com), by June 1, 2019:

1) Annual status report, of all program activities, including a summary of the accomplishment of stated goals and objectives.

C. SUBCONTRACTING: AGENCY shall not subcontract or assign any of the services contemplated under this Agreement without obtaining prior written approval from the LME. Any subcontracts or assignments for program delivery shall be subject to all conditions of this Contract.

D. COMPLIANCE WITH CIVIL RIGHTS AND DISABILITY LAW: AGENCY and LME shall comply with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), the North Carolina Persons with Disabilities Protection Act, and all requirements imposed by Federal and State regulations, rules, and guidelines issued pursuant to these laws for both personnel employed and individuals served.

E. BOOKS AND RECORDS: To establish and maintain financial records in accordance with generally accepted accounting principles and practices, and to retain such records for a minimum of four (4) years from the date of final payment under this Contract, or until all pending audits are completed, whichever is later. All books and records shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.

F. MEETINGS: To open to the public the meetings of the AGENCY's Board of Directors, Advisory Board or Governing Board.

G. DRUG-FREE WORKPLACE POLICY: The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace of 1988 41 U.S.C.701.

H. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING: AGENCY shall establish a procedure to ensure that all employees, volunteers, consultants, or agents performing services under this Contract report child abuse or neglect to a child protective AGENCY, and dependent adult and elder abuse to an adult protection AGENCY, in accordance with 10A NCAC 27D.0101 (b)(1) AGENCY shall require each employee, volunteer, consultant, or agent to sign a statement to show knowledge of these reporting requirements.

I. MAINTENANCE OF FACILITY LICENSURE, ACCREDITATION AND CREDENTIALING: AGENCY and its agents providing services on its behalf under this Contract shall obtain and maintain in good standing all applicable accreditation(s), licenses and certificates required by the DHHS policy or law, including but not limited to licensure required by all appropriate agencies and/or Boards. AGENCY and its agents providing services on the AGENCY's behalf under this Contract shall continuously, during the term of this Contract, meet all credentialing and privileging/competency standards as described in this Contract or as required by law, policy or regulation.

J. RIGHTS OF INDIVIDUALS: AGENCY shall conduct activities in a manner that shall deter, prevent, and avoid abuse, neglect, and/or exploitation of individuals in its care and to ensure compliance with all DHHS and Federal requirements and in accordance with the policies of the LME. The AGENCY agrees to maintain policies, procedures and monitoring as required in the DHHS Client Right's policy and the policies of the LME. The LME Board requires that the governing body of a contract AGENCY establish a Client Rights Committee that operates in accordance with 10A NCAC 27G.0504.

K. CONFIDENTIALITY. AGENCY and LME shall protect the confidentiality of any and all individuals and will not discuss, transmit, or narrate in any form other information, medical or otherwise, received in the course of providing services hereunder, except as authorized by the individual, his legally responsible person, or as otherwise permitted or required by law.

L. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): AGENCY agrees to maintain compliance with the Health Insurance Portability and Accountability Act Privacy and Security rules and regulations, as each may now exist or be hereafter amended, Code of Federal Regulations Title 45, Section 160 and 164. (See Attachment E)

M. HOLD HARMLESS: The LME and AGENCY agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions. No Party shall have any obligation to indemnify the other, and/or its agents, employees and representatives.

N. AUDIT: The AGENCY shall have an annual audit of its financial records and operations performed by an independent certified public accountant with a copy of such audit and management letter being submitted to Child Support Services, Attn: Robin Robinson, 400 West Market Street, Greensboro, NC, 27401, WITHIN THIRTY (30) DAYS AFTER ISSUANCE BY THE AUDITOR BUT NO LATER THAN SIX (6) MONTHS AFTER THE END OF THE AGENCY'S FISCAL YEAR.

O. NO OVERDUE TAXES: AGENCY shall complete and submit to the LME the attached Certification of "No Overdue Tax Debts" pursuant to NCGS 143.6-22 and 6-23. (See Attachment F.)

P. CONFLICT OF INTEREST: AGENCY agrees to submit to the LME (Child Support Services, Attn: Robin Robinson, 400 West Market Street, Greensboro, NC 27401) a copy of its policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the AGENCY's employees or member of its board or other governing body, from the AGENCY's disbursing of State funds and shall include actions to be taken by the AGENCY or the individual, or both, to avoid conflicts of interest and the appearance of impropriety, pursuant to N.C.G.S. §143-6.2, attached hereto. This policy shall be signed by an authorized agent of the AGENCY and notarized, and shall be submitted to the LME at the above address, prior to the issuance of the first check of FY16-17. (See Attachment G)

Q. CONTRACTING WITH EXCLUDED INDIVIDUALS: AGENCY acknowledges that the LME has adopted a Compliance Policy and Code of Ethics. AGENCY shall take such actions as may be specifically required of AGENCY under the terms of these policies and shall cooperate with LME in its implementation of these policies.

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

AGENCY represents that neither the AGENCY nor any employee or independent contractor assigned by the AGENCY to perform services under this Contract has been excluded, debarred, suspended, or otherwise declared ineligible to participate in any federal or any state Medicare, Medicaid, or any other program.

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

SECTION II - THE LME AGREES: .

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

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

SECTION III - BOTH PARTIES AGREE: .

A. That AGENCY is a duly organized and existing North Carolina corporation.

B. That AGENCY will maintain applicable licensure from the N.C. Department of Human Resources for any service funded under this Contract.

C. The financial exposure to the LME under this Contract shall not exceed \$100,000.00 during this Contract term. In any event payment will only be made from budgeted funds in accordance with N.C.G.S. Chapter §159. In the event that funding is terminated or reduced, LME may reduce the financial exposure of this Contract with written notice to AGENCY.

D. That in the event of a disagreement, both Parties will follow the LME's Policies/Procedures on conflict resolution.

E. LME and AGENCY may mutually agree in writing to add, delete or otherwise modify the services, rates for service, facilities, equipment, supplies, and the number and type of staff required for provision of services under this Contract. Such changes may be approved by the Area Director and Agency Chief Administrator, in writing, without execution of a formal contract amendment.

F. The term of this Contract shall begin on July 1, 2018 and shall end on June 30, 2019. This Contract may be modified or terminated at any time with the mutual written consent of both Parties, executed by the County Manager and the Agency's Chief Administrator. This Contract may also be terminated by either the Area Director or the Agency's Chief Administrator, upon thirty (30) days written notice to the other Party. This Contract may be terminated at any time for cause without a time period notice to the other Party and shall be in writing detailing the grounds for termination.

G. That AGENCY is qualified under the United States and North Carolina Revenue Laws as a tax exempt organization, contributions to which are tax deductible.

H. Jurisdiction. 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. Gen. Stat. §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. An Affidavit Regarding E-Verify is attached hereto and incorporated herein by reference as (See Attachment H).

I. THE FOLLOWING IS A LIST OF ALL ATTACHMENTS TO THIS CONTRACT:

Attachment A – Grant Application

Attachment B – Guilford County Expenditure Report

Attachment C – Performance Report

Attachment D – Grant for Jail Diversion Services Strategic Outcomes Report

Attachment E – HIPAA Business Associate Addendum

Attachment F – Certification of No Overdue Tax Debts

Attachment G – Conflict of Interest Policy Statement

Attachment H – E-Verify Affidavit

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

**GUILFORD COUNTY, on behalf of the
GUILFORD COUNTY CHILD SUPPORT
ENFORCEMENT AND COURT SERVICES
OFFICE**

ATTEST

Marty K. Lawing
Guilford County Manager

Robin Keller
Guilford County Clerk to Board

ONE STEP FURTHER, INC.,

ATTEST:

Yvonne Johnson
Executive Director

Witness

Printed Name: _____

Printed Name: _____

(CORPORATE SEAL)

No Corporate Seal Exists ☐

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

Harley Will
Interim Guilford County Finance Director