

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

THIS CONTRACT is hereby made, entered into, and effective as of this 1st day of May, 2019 between the **UNIVERSITY OF NORTH CAROLINA AT GREENSBORO, on behalf of** its Department of Social Work, a state entity, hereinafter referred to as the "PROVIDER," and **GUILFORD COUNTY, on behalf of its Emergency Services and Department of Health and Human Services**, hereinafter referred to as the "COUNTY," and also collectively referred to as the "Parties."

W I T N E S S E T H :

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

SECTION I - PROVIDER AGREES:

- A.** To provide those services and staff described in **Attachment A** attached hereto and incorporated herein by reference;

The Medical Social Worker will be selected upon mutual agreement of the COUNTY and PROVIDER through UNC-Greensboro Human Resources processes and will be supervised by the designated faculty within the Department of Social Work as it pertains to all duties described in Exhibit A. Performance evaluations of the MEDICAL SOCIAL WORKER will take place after an initial six (6) month period, and then on an established basis to align to UNC-Greensboro's standard Human Resources practices, with results provided to the PROVIDER and the COUNTY.

Services shall be provided in a culturally competent manner acceptable to COUNTY and PROVIDER, without regard to race, color, age, sex, religion, disability, national origin, health status, or need for health services.

- B. Client Population to be served:** Primary contact will be with individuals dealing with opioid addiction, and specifically targeted at clients with substance use disorder and potentially infectious diseases, including Hepatitis C (HCV).

- C. Executive Oversight Committee:** Both parties, as public entities, understand the fiduciary responsibilities for strong oversight of this community initiative. As such, both parties agree to an executive oversight committee composed of:

- a. County Manager or designee
- b. County Emergency Services Director or designee
- c. County Health Director or designee
- d. UNC-Greensboro Vice Chancellor of Research and Engagement or designee
- e. UNC-Greensboro Chair, School of Social Work
- f. UNC-Greensboro faculty from Department of Social Work

- D. Responsibilities of the Executive Oversight Committee:**

- a. Establish overarching goals and objectives of the program
- b. Approve research prospectus

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- c. Review budget and expenditures on a minimum of a semi-annual basis
- d. Define ad hoc committees and workgroups associated with the project, and vet membership
- e. Approve any policy development necessary for the provisions of the contract
- f. Arbitrate any workplace issues or conflicts among community partners

E. Budget:

**Preliminary Program Operating Budgets
(Remainder of FY19 and FY20)**

Attachment B

In addition to the contract positions listed above, the COUNTY agrees to provide travel and training for Opioid “team members” within the existing budgeted expense for professional development and in the COUNTY’S discretion.

The PROVIDER and the COUNTY may mutually agree in writing to add, delete, or otherwise modify individual line items and/or amounts and/or the number and type of positions without changing the maximum obligation of this Contract.

The PROVIDER and the COUNTY also mutually agree to seek additional funding opportunities for the betterment or sustainment of the program. Funding opportunities may be by mutual application or on behalf of the respective organizations, however should be used for the sole intended purpose of the contract. Any perceived derivation from this should be taken to the Executive Oversight Committee for review of inclusion/exclusion from the contract.

Also, both parties agree to explore the most cost-effective manner of conducting the program, to include bulk purchasing, community partnerships, efficiency and effectiveness measures, and any other strategies to leverage these public dollars.

F. PROVIDER shall comply with and demonstrate the following performance indicators:

PROVIDER shall submit a quarterly claim for payment, by the 20th day of the month following service, to Guilford County Emergency Services c/o Director (jim.albright@guilford-es.com). The Emergency Services Director shall review and approve claims for payment prior to processing by Guilford County. Any and all claims must be received by COUNTY no later than 5:00 p.m. on August 20th of each fiscal year in which this Contract is in effect.

The COUNTY may, in its sole discretion, modify the date upon which the final claim must be received, upon written notice to the PROVIDER. The monthly claim shall be supported by source documents including, e.g., general ledgers, supporting journals, time sheets, invoices, receipts, etc. These source documents shall be kept on-site at the PROVIDER, and the PROVIDER shall make these available, upon request by the COUNTY.

The PROVIDER shall not claim reimbursement from the COUNTY for, or apply sums received from the COUNTY with respect to that portion of its obligations that have been paid

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from another source of revenue.

- G.** The PROVIDER shall maintain and submit reports containing such data and information regarding the performance of the PROVIDER's services, costs or other data relating to this Contract, as may be requested by the COUNTY, upon a form approved by the COUNTY.
- H. *Conflict of Interest:*** The PROVIDER agrees to submit to the COUNTY a copy of its policy addressing conflict of interest that may arise involving the PROVIDER'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 PROVIDER's employees or member of its board or other governing body, from the PROVIDER's disbursing of State funds and shall include actions to be taken by the PROVIDER 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 PROVIDER and notarized, and shall be submitted to the COUNTY at the above address, prior to the issuance of the first check of Fiscal Year 2015-2016.*
- I.** To retain all books, records and other documents relevant to this Contract for a period of four (4) years after payments or until all audits continued beyond this period are completed. Client Federal and State auditors and other personnel authorized by the COUNTY shall have the right to examine these materials.
- J.** The PROVIDER agrees to maintain compliance with Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security rules and regulations, as each may now exist or be hereafter amended, Code of Federal Regulations Title 45, Sections 160 and 164. Additionally, both parties agree to a data use agreement to allow research and publication of program measures. Other entities providing data to the project will also be required to sign a data use agreement and confidentiality statements, where applicable.
- K. *Staffing Requirements:*** PROVIDER agrees to recruit, employ, contract with, supervise and evaluate appropriate staff as necessary to fulfill the terms of this contract.

PROVIDER agrees to make available to COUNTY, upon request, a current list of the names of all personnel providing services hereunder. This list shall include: name of person, his/her title, education, licensure, and professional degree, if applicable.

PROVIDER shall ensure that no personnel providing services hereunder, paid or volunteer, be employed who have been convicted of any sex crime, crimes against minors, or crimes of violence. COUNTY may require PROVIDER to perform record checks on any personnel about which it has concerns.

- L. *Quality Management Requirements:*** To comply with all applicable State Statutes, Area Program Quality Improvement policies and criteria, Licensure Rules, Accreditation Standards, State Standards Manuals, and Federal Laws used by North Carolina and the COUNTY to assure quality of services of the kind to be provided hereunder.
- M. *Monitoring:*** Pursuant to N.C.G.S. §122C-111, 10A NCAC 27G .0608, and COUNTY, policies and procedures to cooperate with the COUNTY during on-site monitoring visits, also, to

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be bound by Title VI of the Civil Rights Act of 1964 and all applicable federal, state and local laws, including the Fair Labor Standards Act of 1938, as amended; the Rehabilitation Act of 1973 as amended under Section 504, the Americans with Disabilities Act; the Educational Amendment of 1972 under Title IX, and in particular, Section 901 of such Act, and the program and budget standards of the North Carolina Division of Health and Human Services.

- N. To establish and maintain written administrative procedures for personnel, fiscal management, budgeting and purchasing.
- O. Any amount due to the COUNTY based upon prior year audit findings and/or questioned costs or based upon settlements computed on prior year-ends may be withheld from payments on current year contracts.
- P. The COUNTY and PROVIDER 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.
- Q. Not to subcontract or assign any services without the prior, express, written consent of COUNTY.
After such consent is obtained, the PROVIDER shall provide the COUNTY with a current listing of any subcontractor(s) providing services hereunder.
- R. ***Equipment, furnishings, and supplies:*** Title to all equipment, furnishings, and supplies purchased under this Contract shall remain with PROVIDER as long as PROVIDER continues to provide the services referenced in Section I.A. above. Upon termination of said services, the PROVIDER shall dispose of all equipment, furnishings and supplies in accordance with the directions of the COUNTY Director or designee.

COUNTY will provide the Coordinator with materials and/or supplies as deemed appropriate by the Parties. The COUNTY will also license the Coordinator to operate departmental equipment if needed for use within program guidelines and/or travel to training events, as well as provide maintenance and fuel. Coordinator will be required to attend county required drivers training, as well as provide operator's license information to COUNTY risk management for daily monitoring. If driver's license infractions occur, they will be evaluated by COUNTY for continued use of the vehicle. All applicable insurance coverage for the vehicle will be maintained by the COUNTY, with the employee's coverage and liability determination by the employer.

- S. In situations of joint employment, in which an COUNTY employee is hired by the PROVIDER to provide a service which PROVIDER performs under contract for the COUNTY and which benefits COUNTY, the PROVIDER agrees to notify COUNTY immediately of any COUNTY personnel providing services for PROVIDER hereunder, when such information becomes known to PROVIDER.

Child and Dependent Adult/Elder Abuse Reporting: The PROVIDER 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. PROVIDER shall require each employee, volunteer, consultant, or agent to sign a statement to show knowledge of these reporting requirements.

T. *Federal Requirements:*

1. If applicable, PROVIDER shall comply with all governmental requirements applicable to the services being provided and to its operations, including, but not limited to, the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions; Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; and Certification Regarding Environmental Tobacco Smoke. (See Attachment A, B, C, D, E and F).
2. Pursuant to Section 511 of P.L. 102-170, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal funds, PROVIDER shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or programs that will be financed with non-governmental sources.
3. If applicable and in accordance with Section 212 of P.L. 102-170, SAPTBG (Substance Abuse Prevention and Treatment Block Grant) funds may not be utilized to pay the portion of any salary above \$125,000.00.

- U. *Contracting with Excluded Individuals:*** PROVIDER acknowledges that the COUNTY has adopted a Compliance Policy and Code of Ethics. PROVIDER shall take such actions as may be specifically required of PROVIDER under the terms of these policies and shall cooperate with COUNTY in its implementation of these policies.

Without limitations of the foregoing, PROVIDER 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 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.

PROVIDER represents that neither the PROVIDER nor any employee or independent contractor assigned by the PROVIDER 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.

PROVIDER certifies that PROVIDER 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 COUNTY AGREES:

- A.** To provide reasonable professional and technical assistance in all areas as requested and/or required.
- B.** To provide the UNCG staff with access to all pertinent patient records and systems necessary to provide reporting to Gilead Science, and necessary for documentation of

efforts, including, but not limited to testing, results, linkage to care, etc.

- C. The maximum obligation of COUNTY under this Contract shall be **\$100,000.00** during the first and second fiscal year of this Contract, or actual allowable costs, whichever is less. Actual allowable costs are defined as those costs incurred by PROVIDER for provision of services hereunder and pursuant to the Budget found in **Section I.E.** above and subject to the maximum Contract obligation.

This Contract is subject to and contingent upon appropriation of sufficient GUILFORD COUNTY funds for each fiscal year that it remains in effect. In the event such funding is reduced or terminated, the COUNTY shall immediately notify the PROVIDER, and the COUNTY and the PROVIDER shall coordinate the orderly termination or reduction of Services within a time frame not to exceed ninety (90) days. In any event, payment will only be made from budgeted funds in accordance with N.C.G.S. Chapter §159.

SECTION III - BOTH PARTIES AGREE:

- A. That PROVIDER is a duly organized and existing North Carolina public university and is not debarred or prohibited to do business in North Carolina.
- B. That PROVIDER shall obtain and maintain in good standing all licenses and certificates required by law and including but not limited to licensure by the appropriate State Departments, Divisions or Boards, for any service funded under this Contract.
- C. That PROVIDER is an independent contractor with respect to COUNTY, and this Contract shall not constitute the formation of a partnership, joint venture, PROVIDER or employment relationship. COUNTY does not exercise any management or control over PROVIDER or the manner in which it provides services to clients, except as expressly set forth herein. In no event shall either Party be liable for the debts or obligations of the other, except as others specifically provided in this Contract.
- D. That PROVIDER is qualified under the United States and North Carolina Revenue Laws as a tax-exempt organization, contributions to which are tax deductible.
- E. That in the event of a disagreement, both Parties will follow the COUNTY'S Policies/Procedures on conflict resolution.
- F. The COUNTY and PROVIDER may mutually agree in writing to add, delete or otherwise modify the services, facilities, equipment, supplies, and the number and type of staff required for provision of services under this Agreement, without changing the maximum financial obligation. Such changes may be approved by the AREA Director or designee and PROVIDER Chief Administrator, in writing, without execution of a formal Contract Amendment.
- G. That this Agreement shall begin on **May 1, 2019 and end on April 30, 2020**, subject to automatic annual renewal based upon PROVIDER'S performance and continuation funding.
- H. Modifications to this Contract may be made with a written letter signed by the Director and the PROVIDER'S Chief Administrator or with a more formal Contract Amendment signed by the COUNTY Manager and the PROVIDER'S Chief Administrator.

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I. *Future Funding:* Both PARTIES agree that the benefit of this program to Guilford County are immense, and as such, both PARTIES agree to mutually explore funding opportunities to maintain or expand the program offerings. The receipt of funding may be received by either party, based on the funding sources and the requirements of the funding, and the mutual written consent of both PARTIES.

J. *Termination:* This Contract may be modified or terminated at any time with the mutual written consent of both Parties, executed by the COUNTY and the PROVIDER'S Chief Administrator.

This Contract may also be terminated by either the COUNTY MANAGER or the PROVIDER'S Chief Administrator (or by a duly authorized designee of either Party), upon ninety (90) days written notice to the other Party.

Further, this Contract may be terminated at any time for cause without a time period for notice to the other Party and such notice shall be in writing detailing the grounds for termination.

J. *Entire Agreement:* This Contract, including the Exhibits and Attachments, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished.

K. *Jurisdiction:* The Parties agree that North Carolina Courts shall have jurisdiction over this Contract and any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina, including N.C.G.S. §143-129(j) regarding E-Verify.

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

GUILFORD COUNTY

**301 West Market Street
Greensboro, NC 27401**

**UNIVERSITY OF NORTH CAROLINA AT
GREENSBORO, on behalf of its Office of
Sponsored Programs
P.O. Box 26170
1111 Spring Garden Street
Greensboro, NC 27402-6170**

Marty Lawing
Guilford County

Date
Manager

Dr. Valera Francis
Director, UNCG Office of Sponsored Programs

Date

Associate Director
UNCG Office of Sponsored Programs

Date

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ATTEST:

ATTEST:

Clerk to Board

Corporate Secretary

(COUNTY SEAL)

(CORPORATE SEAL)

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

Guilford County Finance Director

Attachment A

**Proposal for Health Department Hepatitis C Bridge Counselor/Care and Linkage Coordinator
UNCG Department of Social Work**

UNCG would enter into a contract with Guilford County EMS and the Department of Public Health to hire and supervise a Licensed Clinical Social Work Associate to provide care and linkage/coordination of services for those affected by or at risk of contracting hepatitis C. This social worker and the programming provided would be supervised by a part-time (15-20 hour per week) fully Licensed Clinical Social Worker, who will provide clinical supervision and oversight. Additionally, social work faculty will oversee the project and will help with clinical and administrative supervision.

In addition to direct services, the LCSWA and LCSW will oversee a field internship unit consisting of BSW and MSW students who will assist with services provided through the Hep C program and its links to the GCSTOP program addressing the opiate crisis. For example, students would be involved in assisting with screening and assessment, identifying appropriate resources, helping the staff link people to care, and assisting with data collection and management.

The UNCG Department of Social Work would be the administrative location for this project and would provide administrative functions of this program. The LCSWA would have an office at the Guilford County Department of Public Health. Students would need periodic office accommodation to conduct services at the DPH and would be indirectly supervised by UNCG Social Work faculty, including the Directors of Field Education.

Note that the LCSW supervisor will hopefully be a JPhD student. This person would start providing coverage August 1, 2019. In order to cover summer supervision needs, we would have a Department of Social Work faculty member or a contracted supervisor provide supervision to the LCSW from May 1 – July 31. Once the JPhD student begins supervision duties, we would plan to continue with that arrangement into the next year, including over the summer of 2020 (next year's budget would be adjusted to reflect that).

The LCSWA and the LCSW supervisor would have access to the clinically licensed faculty in the Department of Social Work for all supervision and management needs. This includes clinical back-up and consultation.

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Attachment B:

LCSWA	\$ 45,000.00
Fringe (34%)	\$ 15,300.00
LCSW Clinical Oversight (August-End of April)	\$ 13,333.33
Fringe (3%) Not enrolled until August	\$ 400.00
D. Rhodes: Summer coverage	\$ 4,800.00
Fringe (34%)	\$ 1,632.00
UNCG Faculty: Mike Thull	\$ 4,062.00
Fringe (34%)	\$ 1,381.08
Staff/Intern Transportation	\$ 1,000.00
Bus Passes/Gas Cards	\$ 500.00
Supplies	\$ 1,020.00
Technology (2 laptops)	\$ 2,000.00
Cell phone for LCSWA	\$ 480.00
Subtotal	\$ 90,908.41
UNCG F&A (10%):	\$ 9,090.84
Total:	\$ 99,999.25

EXHIBIT C- POSITION DESCRIPTION

Medical Social Worker

SUMMARY:

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ESSENTIAL DUTIES AND RESPONSIBILITIES:

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KNOWLEDGE, SKILLS AND ABILITIES:

WORKING CONDITIONS:

RECOMMENDED TRAINING AND EXPERIENCE:

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ATTACHMENT D – 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 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:

UNIVERSITY OF NORTH CAROLINA AT GREENSBORO

Name of Organization

Signature of Organization Official/ Executive Director	Date
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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 the _____ (Title) of the **UNIVERSITY OF
NORTH
CAROLINA AT GREENSBORO.** 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 _____, 2015.

Notary Public

(Official Notary Seal)

My Commission expires: _____, 2015.

ATTACHMENT E

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

(Note: The phrase “prospective lower tier participant” means providers under contract with the Division.)

**Department of Health and Human Services
Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or PROVIDER with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or PROVIDER with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List.

8. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or PROVIDER with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or PROVIDER.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:

Dr. Valera Francis
Director, UNCG Office of Sponsored Programs

Date

**UNIVERSITY OF NORTH CAROLINA
AT GREENSBORO, on behalf of its
Office of Sponsored Programs**

PROVIDER/ Organization Date

(Certification signature should be same as Contract signature).

ATTACHMENT F

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Department of Health and Human Services

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

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. 505 East Green Drive
(Street Address)

High Point, NC 27261
(City, County, State, Zip Code)

2. 1100 E. Wendover Avenue.
(Street Address)

Greensboro, NC 27405
(City, County, State, Zip Code)

Contractor will inform the Department of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment, 45 C.F.R. 82.510.

Signature:

Dr. Valera Francis
Director, UNCG Office of Sponsored Programs

Date

**UNIVERSITY OF NORTH CAROLINA
AT GREENSBORO, on behalf of its
Office of Sponsored Programs**

PROVIDER/ Organization Date

(Certification signature should be same as Contract signature).

ATTACHMENT G

**Certification Regarding Lobbying
Department of Health and Human Services**

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government PROVIDER, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government PROVIDER, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars A-122 and A-87, costs associated with the following activities are unallowable:

Paragraph A

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

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

Paragraph B

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph a (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C

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

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

Paragraph D

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

Signature:

Dr. Valera Francis
Director, UNCG Office of Sponsored Programs

Date

**UNIVERSITY OF NORTH CAROLINA
AT GREENSBORO, on behalf of its
Office of Sponsored Programs**

PROVIDER/ Organization Date

(Certification signature should be same as Contract signature).

ATTACHMENT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Department of Health and Human Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

Signature:

Dr. Valera Francis
Director, UNCG Office of Sponsored Programs

Date

**UNIVERSITY OF NORTH CAROLINA
AT GREENSBORO, on behalf of its
Office of Sponsored Programs**

PROVIDER/ Organization Date

(Certification signature should be same as Contract signature).

ATTACHMENT F – E-VERIFY AFFIDAVIT

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I, _____ (the individual attesting below), being duly authorized by and on behalf of the **UNIVERSITY OF NORTH CAROLINA AT GREENSBORO**, 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, as a State Agency complies with NCGS §126-7.1.

This ____ day of _____, 2015.

Signature of Affiant

Print or Type Name: _____

GUILFORD COUNTY CONTRACT NO. **TBD**
UNIVERSITY OF NORTH CAROLINA AT GREENSBORO

State of North Carolina County of Guilford

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

day of _____, 2019.

My Commission Expires:

_____.

Notary Public

(Affix Official/Notarial Seal)