



Request for Proposal

**Proposal No. 001-25
Child Support Enforcement Services**

**Issued for:
Onslow County Consolidated Human Services
Department of Social Services
612 College Street
Jacksonville, NC 28540**

Date of Issue: February 12, 2025

Proposals Due: March 5, 2025 at 2PM

**Issued By:
Onslow County Purchasing Department
234 NW Corridor Blvd.
Jacksonville, North Carolina 28540
Phone: (910) 455-1750**

KEY INFORMATION SUMMARY SHEET

*Request for Proposals
Child Support Enforcement Services
RFP # 001-25*

RFP Issue Date:	February 12, 2025
Deadline for Written Questions:	12:00 noon, February 21, 2025
Proposal Due Date:	March 5, 2025 2:00 PM
Electronic file (pdf):	one (1) identical electronic PDF copy (on thumb drive) of the proposal documents. <ul style="list-style-type: none">• This is in addition to a hardcopy
Mailing address to submit proposals:	Onslow County Purchasing Department Attn: Christina Russell 234 NW Corridor Blvd. Jacksonville, NC 28540

If you have received this Request for Proposal from a source other than the Onslow County Purchasing Department, it is the responsibility of the Proposer to ensure that all addenda have been received. Proposers can email: Christina_Russell@onslowcountync.gov to ensure that all addenda has been received prior to submitting a proposal.

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**Request for Proposal for Onslow County
CHILD SUPPORT ENFORCEMENT SERVICES**

Section A: PURPOSE

The County of Onslow, also referred to as the “County”, through the Onslow County Department of Social Services (DSS), is soliciting sealed proposals to establish a contract through competitive negotiations to acquire the services of an Offeror, hereinafter referred to as the “Offeror” that can provide total privatization of the county’s Child Support Enforcement Program (CSEP). The contract will be for a five (5) year period contingent upon the annual appropriation of funds.

Section B: OBJECTIVES

The County of Onslow has been operating a program for child support enforcement through a private contractor for the past 20 years under the authority granted within North Carolina General Statute (N.C.G.S.) 110-130.

The current contract expires June 30, 2025. The County desires to contract with a firm for a five-year period beginning July 1, 2025, contingent upon the annual appropriation of funds, and under the terms and conditions included within this proposal and the contract.

Section C: PROCUREMENT PROCESS

C1. Invitation

The County of Onslow will accept sealed proposals for the **Child Support Enforcement Program, Proposal No. 001-25** at the Onslow County Purchasing Department, 234 NW Corridor Blvd., Jacksonville, NC 28540 until **2:00 PM, EST, February 21, 2025**. Only sealed proposals will be accepted. No proposal will be accepted after the official time and date. Copies of the Request for Proposal (RFP) may be obtained by contacting the Onslow County Purchasing Department, phone (910) 455-1750, during regular business hours. The County encourages participation by small, minority, and woman-owned businesses. The County of Onslow reserves the right to reject any and/or all proposals.

C2. Additional Information & Inquiries

This Request for Proposal (RFP) is issued by the Onslow County Purchasing Department on behalf of the Onslow County Consolidated Human Services - Department of Social Services (DSS). Any inquiries, clarifications, or interpretations regarding the RFP should be directed, **in writing**, to the Onslow County Purchasing Division Manager, Christina Russell, 234 NW Corridor Blvd., Jacksonville, NC 28540, email: Christina_Russell@onslowcountync.gov

The County will accept **written** inquiries regarding this RFP until **February 21, 2025 at 12:00 noon**. Responses to the questions will be issued in the form of an Addendum to all known recipients of the RFP.

It is the responsibility of each Offeror to inquire about any aspect of the RFP that is not fully understood or is believed to be susceptible to more than one interpretation by the deadline for written inquiries. The County’s interpretation of the RFP shall be controlling in all cases. Only written questions will be considered formal. Any information given by telephone will be considered informal.

C3. Tentative Timetables

A. RFP Issued	February 12, 2025
B. Written Questions Due:	February 21, 2025 by 12:00 noon
C. Proposals Due:	March 5, 2025 2:00 PM
D. Evaluation Period:	March/April 2025
E. Anticipated Contract Award:	March/April 2025

C4. Submission

In order to be considered all responses to the RFP must be submitted in writing no later than **2:00 PM (EST) on March 5, 2025**. No proposal will be accepted after the official time and date. Offerors mailing responses should allow enough delivery time to ensure timely receipt of their proposal. The responsibility for getting the proposal to the Onslow County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the responding offeror.

The County will in no way be responsible for delays caused by any occurrence. Responses may be hand carried or mailed to:

Onslow County Purchasing Department
Attn: Christina Russell
234 NW Corridor Blvd.
Jacksonville, NC 28540
Hours of Operation: 8:00 a.m. - 5:00 p.m. (EST)
Monday through Friday

The outside of the envelope should be clearly marked **“RFP # 001-25 Child Support Enforcement Services.”**

Offerors must submit one original **and one (1) electronic copy** by the date and time specified. Electronic copies must be emailed to Christina_Russell@onslowcountync.gov. Offeror should confirm receipt of electronic copy by either calling to verify receipt or by sending a separate email (without attachments) to ensure that their electronic copy was received prior to the deadline.

C5. Decline to Offer

Any firm that receives a copy of the RFP, but which declines to make an offer is requested to submit a written "Decline to Offer" to the issuing office. The "Decline to Offer" may be submitted by email.

C6. Proposal Format

In order to evaluate responses efficiently and equitably, responses must be submitted as identified below (Sections 1 – 8). Failure to submit this information may render your proposal non-responsive. Each respondent shall provide the following company information:

Section 1: Company Introduction: At a minimum, this section should include:

- Company name and business address, including telephone, email address, website address.
- The type of company (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.
- Year established. Include former company name(s) and year(s) established, if applicable.

- The name, title, address, and telephone number of the company's authorized negotiator. The person identified must be empowered to make binding commitments for the company.
- List the name, title, and email address for the individual who can answer questions or clarification regarding the Offeror's proposal.
- Include a representation that states "all information contained in this proposal, or any part thereof, delivered to the County as a response to the RFP, is true, accurate, and complete"

Section 2: Background and Experience: At a minimum, this section should include:

- Understanding of the RFP, a summary of the services to be taken to perform the service, and the objectives to be accomplished.
- A summary of the Offeror's demonstrated experience. List contracts with other local governments for the same services, preferably with similar capacity.
- Describe the organization's continuous improvement program. Describe the organizations experiences in adapting to changing technologies. Explain how the organization ensures the personnel performing technical support services are qualified and proficient.
- Any additional pertinent information to strengthen Offeror's submittal.

Section 3: Project Approach: At a minimum, this section should include:

- Submit a project plan that describes times, tasks, and resources associated with the performance of services as identified in the RFP.
- Describe the communications that the organization will use to keep the County informed about the progress of the program. Describe the risks associated with the contract. What contingencies have been built in to mitigate those risks.

Section 4: Key Staff & Resumes

- Include key staff and resumes of all personnel that will be assigned to the CSEP for Onslow County.
- Describe your company's criteria for recruiting, hiring, and evaluating staff.
- List the percentage of time that your assigned staff will dedicate to this project.

Section 5: Cost Proposal & Proposed Subcontractors

- Offeror's proposal should be typed on a separate page and included in its proposal. Total costs submitted in proposal shall be represented as a percentage of total CSE collections (all categories).
- Proposer is to submit a fee proposal for the entire five (5) year contract period.
- The proposal letter shall be signed and dated by an individual authorized to legally bind contracts within the firm.
- If the Offeror intends to subcontract out a portion(s) of the Services, Offeror must provide a list of all proposed subcontractors to include: name, location of subcontractor, what services/functions the subcontractor will be responsible for.

Section 6: Transition Plan

- See Section G: Requirements for Transition Plan at Contract Start
- Acknowledge understanding of Transition Plan and Timeframe
- Provide any exceptions or submit a detailed Alternate Plan

Section 7: Forms

Exceptions to the Proposal and Service Agreement

References: Financial (using attached form)

References: Operational (using the attached form)

Non-Collusion Affidavit

E-Verify Affidavit

Certification Regarding Debarment & Suspension

Section 8: Litigation.

- Information concerning any pending, ongoing, or prior litigation within the last 10 years.

C7. Cost for Proposal Preparation

Any costs incurred by Offeror in preparing or submitting proposals are the Offerors' sole responsibilities; the County will not reimburse any Offeror for any cost incurred.

C8. Elaborate Proposals

Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

C9. Qualifications of Offeror Staff

The Offeror shall warrant that all persons assigned by it, to perform this Contract, shall be fully qualified to perform the services herein.

C10. Insurance Requirements

The Offeror shall acquire and maintain insurance coverage to protect the County, its agencies, its employees, its customers, and the general public against any loss, damage, and/or expense associated with the operation of the CSEP. The Offeror shall defend, at Offeror cost, any and all claims asserted against the County, its agents, or employees arising from the provision of child support services. The County will cooperate with the Offeror and may participate in the defense at the County's expense, at the County's sole discretion. No settlements in any of the claims will be entered into by the Offeror, except upon the prior written consent of the County.

The insurance coverage shall include general liability and other appropriate professional liability insurance. The County shall be named as an additional insured and entitled to all notices issued under the policy, to cover claims that may arise out of or result from the Offeror's services hereunder. Written evidence of insurance shall include but shall not be limited to: effective dates of coverage; limits of liability; insurer's names, policy numbers, endorsement of representatives of the insurance company. The evidence of insurance must be submitted upon award of the contract. In the event the insurance coverage is canceled, the county must be notified within thirty (30) days prior to the cancellation of any coverage under the policy.

The Offeror shall obtain and maintain, during the life of this contract, Worker's Compensation as required by North Carolina law for its employees.

C11. Evaluation of Proposals

Proposals will be evaluated according to completeness, content, and experience with CSEPs and the ability of the Offeror and its staff. Preference will be given to those proposals that demonstrate an understanding of the resources needed, qualifications, and references.

In addition to meeting mandated specifications, proposals will be evaluated for the ability of an offeror to provide, in the County's opinion, the best overall solution to meet the County's objectives for the child support enforcement program.

The award of a contract to one Offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed to be in the best interest of the County.

At the County's option, the evaluators may request oral presentations or discussion with any or all Offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. *However, Offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms from the Offeror.*

C12. Time for Acceptance

Each proposal must state that it is a firm offer which may be accepted within a period of 120 days. Although the contract is expected to be awarded prior to that time, the 120-day period is requested to allow for unforeseen delays.

C13. Withdrawal of Proposals

Any proposal may be withdrawn without prejudice prior to the official proposal opening time or any publicized postponement thereof, or in accordance with N.C.G.S. 143-129.1.

C14. Rejection of Proposals

The County of Onslow reserves the right to reject any and or all proposals, with or without cause, when such rejection is in the best interest of the County. The County of Onslow also reserves the right to reject the bid of an offeror who has previously failed to perform properly or complete on-time contracts of a similar nature, or who is not in a position to comply with the terms and conditions of the project as determined by the County.

C15. Award of Contract

The award of any contract resulting from this proposal will be made to the lowest responsible, responsive firm, taking into consideration quality, performance, and time specified in the proposal for the performance of the contract. The award represents a preliminary determination as to the qualification of the firm offering the proposal, and that no legally binding acceptance of the offer occurs until the awarding authorizing authority executes the contract.

C16. Notification of Award

The successful firm will be notified within ten (10) working days after the contract award. The County of Onslow will notify the successful firm in **writing**, either by a LETTER TO PROCEED or a PURCHASE ORDER, or both, after all prerequisites and specifications have been met by the proposing firm and the award has been made. **Verbal notification of the award is not considered a liable mode of notification and therefore, will not be recognized as an official notification.**

C17. Taxes

Onslow County is exempt from and will not pay federal excise taxes or transportation taxes; however, the County does pay NC sales tax. If an Offeror is required to charge NC sales tax on contractor's sales/invoice, County will pay applicable sales tax. Sales tax should not be included in any bid prices or as part of the proposal price.

C18. Terms of Agreement

It is anticipated that this contract will commence on July 1, 2025. The Contract period will be for a five (5) year period. This contract shall be contingent upon receipt of federal and state funding; unavailability of such funds shall constitute grounds for the County to forthwith terminate all or a portion of the contract. A sample Agreement is attached.

C19. Conformity with Specifications

Offeror's response shall be in strict accordance with the County's specifications. All proposals are subject to the terms and conditions outlined within the RFP. Offerors must list any exception to the requirements under this RFP separately on the Exceptions to Proposal/Agreement form within this document.

C20. Responsibility of Compliance with Legal Requirements

The awarded contractor shall pay all taxes, assessments, premiums and fees, and shall file all reports and returns required by law and arising out of its operations under this agreement. The contractor's service under this agreement shall be performed in conformity with all applicable laws and regulations, federal, state or local.

The Offeror's service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards.

C21. Advertising

In submitting its proposal, the Offeror agrees not to use the results thereof as a part of any news release or commercial advertising without prior written approval of the County.

C22. Subcontracting

Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom.

In the event the Offeror desires to subcontract any part of the contracted services to another firm **after award** of the contract, written approval by the County must be obtained prior to such arrangements. Only the subcontractors listed in "**Section 5: Cost Proposal & Proposed Subcontractors**" are to be considered upon award of the contract. The Offeror shall require all subcontractors to comply with all provisions herein. Notwithstanding, the Offeror shall be held liable for compliance with all duties and functions required by the contract, whether performed by the Offeror or one of its subcontractors.

C23. Proprietary Information

Trade secrets or proprietary information submitted by an Offeror, in connection with a procurement transaction shall not be subject to the public disclosure under the Freedom of Information Act. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data on other materials to be protected and state the reasons why protection is necessary.

Each individual page shall be identified in boldface at the top as "CONFIDENTIAL" in a font size of 14 or larger. Any section of the proposal that is to remain confidential shall also be so marked in boldface on the title page of that section along with each individual page within that section. Cost information and any other public information may not be deemed confidential; therefore, it is requested that only the necessary confidential pages be marked.

C24. Participation Encouraged

The County invites and encourages participation by small, minority, women-owned, and disabled businesses including utilization as subcontractors to perform functions under this Request for Proposals.

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Section D: OVERVIEW

Onslow County's current caseload is approximately 6,441 cases, 94.32% of which are under order, with total collections during FY2023/2024 totaling over \$20.2 Million. Payments are received by a centralized state office, so local collection responsibilities will be more related to enforcement.

The distribution of TANF cases in the current caseload is TANF 78, former TANF 71 and never TANF is 6,608 as of the end of SFY'24.

The current number of initiating and responding interstate cases ending calendar year 2024 was 1012 initiating, 836 responding. The number of foster care cases is 169 as of the end of SFY'24.

The annual caseload for the past five years is as follows:

2020 – 8,365
2021 – 8,264
2022 – 7,901
2023 – 7,538
2024 – 6,921

The current caseload ratio consists of 18 staff which is 385 caseloads per staff member.

All statistical and fiscal information provided by the State/County reflects the best and most accurate information available to the State/County at the time.

The current provider's local office receives between 850-950 calls per month. The current provider has three (3) customer service representatives that respond to the calls.

Listed below are the percentages of collections paid for the last 5-year contract period.

YEAR	RATE	COLLECTIONS ***	COMPENSATION
07/01/2019-06/30/2020	5.75%	\$22,406,811	\$1,288,391.61
07/01/2020-06/30/2021	5.35%	\$22,491,894	\$1,203,316.33
07/01/2021-06/30/2022	5.41%	\$20,958,158	\$1,133,836.35
07/01/2022-06/30/2023	5.47%	\$20,235,191	\$1,106,864.94
07/01/2023-06/30/2024	5.53%	\$20,223,664	\$1,118,368.62

Note: Collections reported are distributed collections.
State Goals are based on Net Allocated Collections.

Section E: SCOPE OF SERVICES

E1. General: The Offeror will provide for the total administration of the IV-D Child Support Enforcement Program in Onslow County, as defined herein. This will be accomplished by working in close relationship with the Onslow County Department of Social Services, and all other agencies attendant to the CSEP.

E2. Qualifications

The Offeror and Offeror's staff should possess the following qualifications:

- a. **Competency**: Demonstrate a competency in performing services defined in the Scope of Services of this RFP;
- b. **Successful History**: Demonstrate a successful history of providing services to Child Support Enforcement in North Carolina or other similar state or local government;
- c. **Commitment and Understanding**: Demonstrate a commitment to and understanding of the total Child Support Enforcement Program process;
- d. **Financial Operations**: Demonstrate an understanding of the financial operations which must be employed. "Financial Operations" are now limited to the collection and disbursement of the \$25 fees collected from non-TANF clients. These fees will be collected and turned over to the County in a manner specified at contract signing. In accordance with State policy, Non-TANF applicants are charged a fee of \$25. These funds must be passed through to the County.
- e. **Substantial Experience**: Demonstrate a prior, substantial experience in providing and managing Child Support Enforcement Programs in North Carolina or similar state or local government;
- f. **Working Knowledge**: Demonstrate a working knowledge of the Automated Collection Tracking System (ACTS) which is used to transact much of the business conducted by the Child Support Enforcement Program.

E3. County's Responsibilities

E3a. To notify the NC DHHS that Offeror is the designated representative of the CSEP as defined in N.C.G.S. §110-129(5) for Onslow County and that all future correspondence must also be directed to the Offeror at the address provided.

E3b. To prepare and transmit referrals to the Offeror on appropriate cases pursuant to Title IV-D. Such referral shall be made through the NC FAST system interface. Such referrals will contain the name of the recipient, names of the children and the associated absent parent, if known, such identifying information as is available to assist in the location and support enforcement process, pertinent known legal information relative to marital status and orders for support, the amount of the family's assistance grant, available data relative to the absent parent's whereabouts and employment, and any other available information which may relate to the support process.

E3c. To provide pertinent information relative to changes of status in referred cases, including, but not limited to, a change in NON-TANF status to TANF eligible. Such referral shall be made through the NC FAST system interface.

E3d. To furnish Offeror with all materials furnished by the State to operate the Child Support Program in the County. Such materials consist of the ACTS equipment furnished by the State and any program manuals associated with the IV-D program, including those covering ACTS. The County will **not** be

providing any equipment such computers, printers, servers, or switches. Nor will the County provide any wire rack, UPS's, or patch panel.

E3e. The Policy and Procedures Manual is maintained on-line by the North Carolina Department of Health and Human Services. Updates to the manual are on-line and not in hard copy. The website for the current manuals is www.dhhs.state.nc.us/dss/.

E3f. To consult with the Offeror concerning potential settlements affecting the rights of the County and act as liaison with the State concerning any potential settlements that may affect the rights of the State and consult with the Offeror concerning any adverse administrative or judicial rulings in order to determine appropriate remedies to be sought by the Offeror.

E3g. To monitor Offeror performance through agreed procedures.

E3h. To issue a letter delineating deficiencies found (if any) as a result of any County, State or Federal review and requesting submittal of a written corrective action plan within sixty (60) days.

E3i. To impose a financial penalty for failure to timely submit an acceptable corrective action plan. (The imposition of such a penalty does not preclude the County's right to terminate the contract during the assessment of the penalty). The penalty shall initially be assessed by withholding 20% of the next monthly payment due the Offeror and, for each subsequent month of failure to submit a corrective action plan, an additional 25% will be withheld.

E3j. To notify the Offeror within 30 days of the receipt of the Corrective Action Plan and the acceptability of the Plan. County will allow the Offeror 15 calendar days to submit a clarification or revision of the Plan if deemed to be unacceptable by the County. Acceptance of the plan by the County does not guarantee that the implementation of the plan will result in elimination of the deficiencies for future penalties for non-compliance that may be applied by the County.

E3k. To review the Offeror's performance once the corrective action period begins in accordance with the corrective action plan and, if the Offeror is in compliance, issue a written statement of such compliance.

E3l. To impose a financial penalty for failure to correct the cited deficiencies within the corrective action period, such penalty not to preclude contract termination. The penalty shall initially be assessed by withholding 20% of the payment due for each of the next 3 months and will be increase by 10% for each subsequent quarter in which there is a continued failure to meet the standard. The TR will do case reviews on a quarterly basis during this penalty period.

E3m. To arrange access to the NC DHHS, Division of Social Services, Child Support Enforcement section's central office staff for purposes connected with the operation the CSEP in Onslow County. This access includes, but is not limited to access to the Central Registry for Interstate Cases, Federal Parent Locate, Tax intercept, Full IRS Collection, Credit Bureau Reporting, and application to the US DHHS for permission to utilize the federal courts to enforce a child support order against an absent parent who is in another state. Child support payments are received only by the centralized state contractor. The only payments received at the local county office will be the \$25 fees for non-PA clients. This fee will be turned over to the county in a manner specified at contract signing.

E4. Offeror's Responsibilities

The awarded offeror shall have the following responsibilities:

E4a. To establish and maintain a child support enforcement program in Onslow County which complies with the provisions of Title IV, Part D of the Social Security Act, as amended, Title 45, Code of Federal Regulations, Article 9, Chapter 110 of the N.C.G.S., as amended, State laws and regulations, and to be totally responsible and accountable for the proper operation of such program for all current, ongoing, and backlog cases in Onslow County.

E4b. To provide all child support enforcement services following standard and accepted child support practices, policies and procedures and in doing so pursuing the best interest of the child(ren) for whom support is sought.

E4c. To provide testimony, evidence and support necessary for the establishment of paternity, establishment and enforcement of child support orders, and the review and modification of support orders pursuant to federal and state laws, in civil, criminal and administrative forums. The choice of forum shall be based on the facts of each case, the judgment of legal counsel, and the best interest of the child. The Offeror will be responsible for providing legal staff to service CSE cases. No County-provided legal services are available.

E4d. To bring all court actions in the manner as prescribed by N.C.G.S. §110-130.1 and to notify the appropriate County official in a timely fashion of any judicial or administrative decision or settlement agreement that negatively affect the County's or State's interests and agrees not to enter any settlement which results in the County's or State's loss of revenue. Offeror may appeal from any judicial or administrative order and shall cooperate with the State, in the event, the State chooses to appeal. In the event that Offeror believes that a decision needs to be appealed, the Offeror shall consult with the appropriate County official prior to filing a Notice of Appeal. The County will notify Offeror within 30 days of signing an agreement as to the name of the appropriate County official.

E4e. To utilize the State's automated systems that affect the CSEP. There are no charges associated with the use of ACTS. Charges to access the internet and the on-line manuals are the responsibility of the Offeror. Any additional automation needs deemed necessary to assist Offeror in carrying out its responsibilities shall be the responsibility of Offeror. Offeror shall retain all rights to such software developed by the Offeror, at the Offeror's expense, to assist Offeror in carrying out its duties under this Agreement. Software developed by the Offeror at public expense shall be owned by the County. Such software, including source code, shall be returned to the County at the time of contract termination.

E4f. To utilize documents produced by the State system. Any additional documents deemed necessary by Offeror shall contain language recommended by the Department of Human Resources to assist it in its distribution function.

E4g. To immediately respond to the State IV-D agency's central office on any requests for case status or information. Such response shall contain sufficient information regarding the status of the case to permit the State to reply to the inquiring party.

E4h. To maintain all records as required by any laws, or regulations enacted by the County, State, and/or federal government. Offeror will follow all standards for retention of files after case closure. No records will be destroyed.

E4i. To return all case and automated files to the County at the time of contract termination.

E4j. To be responsible for the proper training and management of staff assigned to the project.

E4k. To ensure that the child support office administrator and/or staff attend any meetings sponsored by the County and/or State at which attendance is requested upon timely notice. Timely notice means at least 15 days advance notice. Offeror will make every effort to comply if less than fifteen (15) days notice is provided.

E4l. Upon the request of any State or County Official, the Offeror shall make case files immediately available for audit or case review sampling purposes. The Offeror shall comply with any corrective action as set forth in any non-compliance letter received from the County, State, or Federal government within thirty (30) days of receiving the letter.

E4m. To revise and or clarify within fifteen (15) working days any Corrective Action Plan which the County or State determines to be unacceptable in addressing deficiencies.

E4n. To refer any cases of fraud related to child support enforcement to the appropriate County and/or State officials.

E4o. To conduct a review on a semi-annual basis, of a statistically valid sample of IV-D cases in the local Offeror IV-D office to determine if appropriate action has been taken in at least 90% of the cases reviewed. Offeror will provide the County with the results. If the state or federal government has conducted an audit or a review of the program during the six-month period, it shall be substituted for the Offeror's review. Any review conducted by the Offeror shall, at a minimum, utilize the state's format. The Offeror shall also conduct such reviews as may be required by any future state or federal regulations.

E4p. To provide, on a monthly basis, statistical information relative to the caseload, collections and services in such a manner and format as prescribed by the County.

E4q. To cooperate fully with the data collection and evaluation activities carried out by the County in connection with the services performed under this contract.

E4r. To develop, with input from the County, a customer satisfaction survey which will be used to determine the customer satisfaction level. Customer is defined as a client seeking services, the Court system, law enforcement agencies, and other governmental agencies with which the Offeror interfaces on a regular basis. The results of this survey shall be reported to the County on a quarterly basis.

E4s. To provide relevant information immediately and file proof of claim with the bankruptcy court on behalf of the County in a timely manner in the event the Offeror receives notice that an obligor has filed a bankruptcy petition.

E4t. To collect and report to the County any fees required to be charged under state or federal law, regulation or policy.

E4u. To comply fully with the aforementioned and all other provisions of Title IV, Part D of the Social Security Act, as amended, Title 45, Code of Federal Regulations, North Carolina General Statutes, and the program instructions issued by the County.

E4v. Offeror shall cooperate, to the fullest extent allowed by law, with other county, state, and federal entities. This provision also covers other entities operating CSEPs pursuant to Title IV, Part D of the Social Security Act as amended.

E4w. During the transition, operation, and post operation of the Program, Offeror shall adhere to all confidentiality laws, rules, and regulations pertaining to the child support enforcement program.

E4x. Offeror shall advise the County in writing within ten (10) days of the receipt by the Offeror of any notice of deficiency from the State or federal government or any adverse audit results.

E4y. Offeror will cooperate with the County in answering customer complaints related to CSE in a timely manner.

E4z. The Offeror agrees that all Title IV-D case files will be maintained and used solely for child support purposes and safeguarded as provided in 45 CFR 303.21, N.C.G.S. §§110-139 and 108A-80. The Offeror will comply with all other applicable laws and regulations in addition to those specifically set forth.

E4aa. The Offeror further agrees that any information obtained through the Federal Parent Locator Services, as well as address and asset information obtained through the Internal Revenue Service must be safeguarded according to 45 CFR 303.70 and 26 U.S.C. §6103(p)4. All personnel authorized to handle such tax related information will sign an IRS confidentiality form, to be provided by the State, and will return the signed original to the State. The Offeror will comply with all other applicable laws and regulations in addition to those specifically set forth.

E4bb. The Offeror shall obtain, at its expense, an annual audit by an outside accounting firm and provide the County with a copy of its annual audit report when the report is completed.

E4cc. The Offeror shall provide all necessary equipment to provide the services such as, but not limited to computers, server, system switches, UPS, wire rack, and printer.

E4dd. The Offeror shall provide office space, including utilities, janitorial and trash disposal, and on-site parking. The Offeror shall provide telephone and IT support.

E5. Record Retention, Inspections, Audits

E5a. Any records created as a result of a contract formed by this RFP shall become the property of the County and must be retained by the Offeror for a period of five (5) years after completion of the contract. At the end of the five-year period, the Contractor shall contact the County prior to disposing of any records. The County, at its option, may take possession of the records.

E5b. The Offeror agrees to preserve and make available all other pertinent books, documents, papers, and records of the Offeror involving transactions related to the Contract for a period of five (5) years from the date of expiration or termination of Contract.

E5c. Under no circumstances are the records to be disposed of, within this five-year period or without the consent of the County after the five-year period. Under audit or litigation, the records pertaining to the audit or litigation must be retained beyond the five-year period or until the later of the following two dates: one year following the termination of litigation, including all or for five years from the date of contract termination.

E5d. The awarded contractor will be responsible for retaining the county case files from the previous awarded contractor should another contractor be awarded the contract

E5e. The Offeror agrees to maintain fiscal books, records, documents, and other evidence which reflect all direct and indirect costs expended under this Contract. The Offeror shall maintain an accounting system in accordance with generally accepted accounting principles. The County, State or the Federal government shall have the right to inspect such records at its convenience.

E5f. It is understood and agreed by the Offeror that the Offeror will be liable for any State or Federal audit exceptions and shall return to the County all payments made under the Contract to which exception has been taken or which has been disallowed because of such an exception.

E5g. The Offeror shall agree to the conditions of 45 CFR, Part 74.24(a), (b), and (d) and the Department of Social Services Records Retention and Disposition schedule regarding retention and access requirements relating to all financial and programmatic records, support documents, statistical records, and other records of this Contract. In addition, the Offeror shall agree to the following terms regarding record retention of Contract records and access for government officials.

E5h. The records subject to audit shall be limited to records related to this program, and specifically excludes records relating to Offeror's general policies and information on Offerors overhead and profit rates.

E6. Inspection and Audit

E6a. The County or other designated State or Federal agency or its rightfully authorized representative shall at all reasonable times have the right to enter, without notice, into the Offeror's premises, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the work being performed. The Offeror and any subcontractors must give assistance to authorized State and Federal representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay or disrupt the Offeror's work.

E6b. The County, the State, and appropriate federal officials and their respective authorized agents shall be authorized to examine all books and accounts of any individual, firm, or corporation as they relate to transactions with any department, board, officer, commission, institution, or other agency of the County or State which is related to the performance of this contract or to costs charged to the contract.

E7. Storage and Retrieval

E7a. The Offeror shall maintain sufficient space for storage of records produced under this contract. The Offeror will maintain an inventory of all documents warehoused in order to expedite retrieval. The Offeror will assure that access to the stored documents is available to the County within two (2) workdays of the request.

E8. Staffing & Staff Development

E8a. The Offeror shall furnish all necessary personnel, materials, services, facilities, and travel and otherwise perform all activities and actions necessary or incidental to the accomplishment of the tasks specified within the RFP and contract. Personnel and facilities assigned to the contract will not be used in other business without written approval of the County DSS Director (unless so specified in the proposal).

E8b. Offeror shall be responsible for maintaining and staffing the office with trained personnel with the requisite knowledge and skills needed to implement all services. Further, Offeror shall ensure that staffing is sufficient to conduct and complete all administrative and judicial responsibilities required in this RFP

and the resulting contract are met. Offerors should ensure that supervisors of case managers have at least 3 years of experience in child support enforcement, and project managers responsible for the overall office have a minimum of 5 years of child support enforcement experience.

E8c. The successful Offeror shall ensure that it hires at least one full time equivalent (FTE) staff member for every 475 cases in the Onslow County caseload. With respect to the previous statement, the number of FTEs may be rounded to the nearest whole number using standard rounding.

E8d. The successful Offeror is encouraged to compensate staff in a manner that is consistent with the salaries paid to comparable positions within the County in order to attract and retain skilled employees.

E8e. Offeror shall ensure that technical and child support enforcement training is provided to its entire staff on an ongoing basis throughout the term of the contract. Programmatic and technical training that is mandatory by the state agency shall be mandatory for the staff of the Offeror as well.

E8f. The successful Offeror shall permit its management staff and other personnel to attend periodic regional and statewide meetings conducted by State Central office and to serve on committees, workgroups or task teams as requested by State Central office. Expenses for attending these meetings will be the responsibility of the awarded Offeror.

Section F: FINANCIAL PROPOSAL

F1. Proposal

Offeror's proposal should be typed on a separate page and included in **Section 5: Cost Proposal & Proposed Subcontractors**. Total costs submitted in proposal shall be represented as a percentage of total CSE collections (all categories). The proposal letter shall be signed and dated by an individual authorized to legally bind contracts within the firm and included in Section 5 as requested.

F2. Compensation

F2a. The County will pay the awarded Offeror a fee (percentage) of the total collections distributed in the contract year. Proposer is to submit a fee proposal for the entire five (5) year contract period.

F2b. Total Collections Distributed amounts shall be obtained from the "TOT" line for Onslow County in NC DHHS Report FKAAC580.

F2c. If any costs reimbursed to the Offeror should later be disallowed by any audit or subsequently be denied for reimbursement by the federal government, the Offeror shall reimburse the County for such disallowed costs.

F3. Invoices and Payments

Onslow County's total collections for FY 2023-2024 were approximately \$20,225,000.00. The Offeror will be paid monthly based upon the following formula:

- $\$21,225,000.00 * \{\text{Offeror's percentage of collections bid}\} / 12$

Example Offeror bids 5.53% of collections

$20,225,000 * .553 / 12 = \$93,204.00$ for months one through five and months seven through eleven

- At the end of month six and month twelve, the Offeror shall invoice for any unpaid amount of the fee earned to date.

The County shall make payments for the invoiced amount by the 15th day of the month following the month of service or within fifteen (15) days of receipt of the invoice, whichever comes last.

SECTION G. TRANSITION PLAN AT CONTRACT START

G1. Transition:

G1a. This function encompasses the tasks that the Offeror shall be required to complete during, at least, the 90 days prior to operating the Onslow County child support enforcement office for the County DSS. The three (3) objectives of the transition are: (1) to provide for an orderly and controlled transition of the child support enforcement office from the current vendor to any new vendor; (2) to minimize the amount of disruption to services provided to customers and the existing child support enforcement office during the transition; and (3) to maintain the level of staffing and program effectiveness specified by the requirements of this RFP, and the contract, during any transition. The successful Offeror shall assume any and all costs, expenses, and responsibilities associated with Transition during this period. The County will commit, at its expense, those personnel necessary to prepare for a contract turnover. County personnel will be available to provide review and approval of transition plans, transition deliverables and all communications with general public and customers.

G1b. Transition Work Plan: The Offeror shall prepare a detailed, final Transition Work Plan, for written DSS approval. Items needed in a transition plan for setting up operations would include: staffing, equipment, facilities, workloads, judicial hearing schedule, supply consumption, case lists, standard operating procedures, filing systems, a list of all job titles and number of positions in each job, plan for staff recruitment, plan for staff training, a complete organizational chart with detailed reporting relationships, a listing of all subcontracts, facilities lease, as well as any other information requested by the DSS that it believes necessary to effect a smooth transition and turnover.

G1c. Public Awareness Campaign: The successful Offeror shall be responsible for the development of a public awareness campaign to inform the general public of new management for the office, the office location and hours, and how customers can obtain services on new operations start date. The public awareness campaign shall be at the successful Offeror's expense, and Onslow County DSS must approve the campaign materials before it goes public.

G1d. The Offeror will be responsible for managing the notification process. Notification of customers shall be completed one week prior to the takeover date, by first class mail, at the Offeror's expense. Other entities requiring notification include the courts, and other external partners and can be notified in conjunction with and/or through the DSS Director.

G1e. Training: With DSS or State Agency assistance, the awarded Offeror shall implement training for all vendor's staff. During the transition, DSS or State Agency staff will provide support on the ACTS system, program policies and procedures, information security, and performance auditing. This will include course outlines, supporting materials, and limited assistance during the delivery of the training. The Offeror shall designate personnel to serve as the Transition Training Group, composed of both DSS and Offeror staff. The group is responsible for developing and implementing a detailed Transition Training Plan that identifies the major activities to be accomplished during the 90-day transition.

G1f. Automated Systems: The Offeror shall be responsible for taking over and operating ACTS and the other DSS and State automated systems in the child support enforcement office. All computer and telecom hardware and equipment needed for connectivity to automated systems shall be at Offeror's expense.

G1g. Operating Procedures: The operating procedures and related administrative support functions must be established and in place prior to the takeover date and prior to the Offeror performing the operational tasks outlined in the RFP.

G1h. Operational Staffing: The Offeror shall complete the employment and training of the operations staff prior to the takeover date. The Offeror will be required to assemble a management team that shall assume responsibility for the operation of the child support office. The Project Manager of the office shall be employed and trained at least thirty (30) days prior to office opening and be on-site at least one (1) week prior to the takeover date. The Offeror shall ensure that sufficient experienced and trained personnel are available to perform office tasks effectively and provide quality services to customers.

G1i. Biweekly Transition Reports: Starting two (2) weeks after the award of contract and continuing through two (2) weeks after the 90-day Transition Period, the Offeror shall submit to the County DSS Director written biweekly reports, summarizing progress toward full operation of the child support office. Distribution shall be determined by DSS during the transition period. These reports shall be no more than two (2) pages in length and include the following:

1. Significant events;
2. Progress on procedural development;
3. Staffing levels;
4. Problems and backlogs encountered;
5. Planned activities for the next two (2) periods (i.e., 4 weeks);
6. Meetings held; and
7. Other information, as requested by DSS

G1j. Manual Case Files: The successful Offeror shall be responsible for any packaging and shipping and transference of the case files. At least two (2) days before the turnover of the contract, any successor Offeror will package and transfer all child support case files to any new location.

SECTION H. REQUIREMENTS FOR TURNOVER OF CONTRACT AT CONTRACT END

H1a. Upon completion of the contract, the vendor shall coordinate, implement, and turnover the child support enforcement office operations to a new successor Vendor or the County DSS. Similarly, the three (3) objectives of the transition are: (1) to provide for an orderly and controlled transition of the child support enforcement office from the current Vendor to any new Vendor; (2) to minimize the amount of disruption to services provided to customers and the existing child support enforcement office during the transition; and (3) to maintain the level of staffing and program effectiveness specified by the requirements of this RFP, and the contract, during any transition.

H1b. At least 6 months prior to contract term end, the Vendor shall prepare a Contract Turnover Plan which shall include: The Vendor shall prepare a detailed, final Contract Turnover Work Plan, for written DSS approval. Items needed in a turnover plan would include: staffing, equipment, facilities, workloads, judicial hearing schedule, supply consumption, case lists, standard operating procedures, filing systems, a list of all job titles and number of positions in each job, plan for staff recruitment, plan for staff training, a complete organizational chart with detailed reporting relationships, a listing of all subcontracts, facilities lease, as well as any other information requested by the DSS that it believes necessary to effect a smooth transition and turnover.

H1c. The Vendor shall make available to the successor Vendor or DSS:

- a. Access to current facilities;
- b. The detailed Turnover Work Plan;
- c. Staff assigned to turnover training, to be scheduled outside normal business hours;
- d. Access to operating systems for testing and training, during normal business hours;
- e. Space, desks, reasonable office support (e.g., copier, telephones) for turnover staff of the successor Vendor or DSS; and
- f. A one months' supply of forms and required operating notices.

H1d. Documentation Update by the Vendor: As part of the turnover, the Vendor shall prepare an inventory of all computer program and software documentation.

H1e. Software and Equipment (Proprietary and Non-Proprietary): The Vendor shall transfer all software and equipment specifically developed for this contract (with title, leasing or license rights thereto), to the extent that the Vendor possesses same, to the successor Vendor or DSS. Similarly, the Vendor shall transfer all systems software, data files, physical case files, application programs, and documentation.

H1f. Management and Control. The Vendor shall be responsible for managing and controlling its turnover assistance and for cooperating with all parties to the turnover.

H1g. Staffing and Staff: During the transition and turnover, the Vendor shall be responsible for:

- a. Maintaining level staffing, by encouraging and/or providing incentives to staff to remain through the transition;
- b. Encouraging experienced staff to seek employment with the successor Vendor or DSS, thereby enhancing the continuity of office operations;
- c. Providing access for employees to the successor Vendor or DSS, for employment interviews; and

H1h. Forms, Supplies and Materials: During Turnover, the Vendor shall conduct a routine inventory of all requisite forms, to identify stock on hand and avoid critical shortages in the immediate post-contract period.

- a. The Vendor shall ensure there is available at least a one-month supply of all DSS-required forms and child support required forms, before the end of the turnover period. The Vendor shall prepare for DSS approval a forms inventory before the transition period;
- b. The Vendor shall be responsible for turning over to a successor Vendor (or DSS staff) all supplies and materials related to the operation of the child support enforcement office. At minimum, there shall be a one-month inventory of supplies and materials to turn over.

H1i. Commitment of DSS staff to the Transition: In preparation for the transition and turnover of the contract, DSS will commit and schedule sufficient staff to support the transition and turnover to a new vendor, if necessary.

EXCEPTIONS TO THE PROPOSAL/AGREEMENT

All exceptions to the Child Support Enforcement Program Proposal, RFP No. **001-25 must be listed here.** Failure to do so may result in disqualification of the proposal. Any clauses to which the Offeror does not take exception will assume to be agreed upon by the Offeror. For any exception, please reference with the appropriate section and paragraph number.

In addition, the awarded contractor will be required to enter into a written contract provided by the County. A copy of the contract is attached for reference. Any exceptions to the contract must be listed below.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

FINANCIAL REFERENCES

INSTRUCTIONS

List at least four (4) people or firms with whom you have conducted significant financial transactions during the past three (3) years. If firms are used, give the name of the department and/or person who may be contacted. Proponents are to attach a letter of reference from each of the below-listed people or firms:

REFERENCE NO. 1

Name: _____
Firm: _____
Title: _____
Email: _____

REFERENCE NO. 2

Name: _____
Firm: _____
Title: _____
Email: _____

REFERENCE NO. 3

Name: _____
Firm: _____
Title: _____
Email: _____

REFERENCE NO. 4

Name: _____
Firm: _____
Title: _____
Email: _____

OPERATIONAL REFERENCES

INSTRUCTIONS:

List at least three (3) people or businesses whom have knowledge of your ability to provide the required services:

REFERENCE NO. 1

Name: _____
Agency: _____
Title: _____
Address: _____
Telephone: _____
Nature of Association: _____
Email: _____

REFERENCE NO. 2

Name: _____
Agency: _____
Title: _____
Address: _____
Telephone: _____
Nature of Association: _____
Email: _____

REFERENCE NO. 3

Name: _____
Agency: _____
Title: _____
Address: _____
Telephone: _____
Nature of Association: _____
Email: _____

NON-COLLUSION AFFIDAVIT

State of North Carolina

County of Onslow

Proposal Request No. 001-25

_____ (name of individual), being first duly sworn, deposes and says that:

1. He/She is the _____ (title) of _____ (company name), the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Onslow or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Title

Date: _____

Seal
if
Corporation

This form must be notarized

SUBSCRIBED AND SWORN TO BEFORE ME,

This _____ day of _____, 20____

Notary Public _____

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

AFFIDAVIT OF COMPLIANCE – E-VERIFY

I, _____ (the individual attesting below), being duly authorized by and on behalf of
_____ (hereinafter "Vendor") after first being duly sworn hereby swears or affirms as follows:

1. Vendor 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 Article 2 of Chapter 65 of the North Carolina General Statutes; and
2. Vendor understands that "Employer", as defined in NCGS§64-25(4), are required by law to use E-Verify to verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). The term "Employer" does not include State agencies, counties, municipalities, or other governmental bodies.
3. Vendor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the state of North Carolina. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
4. Vendor will ensure compliance with E-Verify by any subcontractors subsequently hired by Vendor to perform work under Vendor's contract with Onslow County.
5. Vendor shall keep the County of Onslow informed of any change on its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This ____ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial
Seal)

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, Ste, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting the proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub- grantees and/or contractors) and in all solicitations for lower tier covered transactions.

Signature (Seal if Corporation)

Title
Date: _____

NOTARIZE

SUBSCRIBED AND SWORN TO BEFORE ME,

This _____ day of _____, 20____

NOTARY PUBLIC _____

My Commission Expires: _____

Contract #	Fiscal Year Begins	Ends
-------------------	---------------------------	-------------

This contract is hereby entered into by and between the XXXXX County Department of Social Services (the "County") and (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is _____ and DUNS Number (required if funding from a federal funding source).

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

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Combined Federal Certifications (Attachment C)
- (5) Conflict of Interest Policy (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) *If applicable*, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
- (8) Certification of Transportation (Attachment J)
- (9) *If applicable*, IRS federal tax exempt letter or 501(c)3 (Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (10) Certain Reporting and Auditing Requirements (Attachment L)
- (11) State Certification (Attachment M)
- (12) Attachment N - Non-Discrimination, Clean Air, Clean Water
- (16) Contract Determination Questionnaire (required)

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

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

3. Effective Period: This contract shall be effective on _____ and shall terminate on _____, This contract must be twelve months or less.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ _____. This amount consists of \$ _____ in Federal funds (CFDA # _____), \$ _____ in State Funds, \$ _____ in County funds

- ☐ a. There are no matching requirements from the Contractor.
- ☐ b. The Contractor's matching requirement is \$ _____, which shall consist of:

<input type="checkbox"/> In-kind	<input type="checkbox"/> Cash
<input type="checkbox"/> Cash and In-kind	<input type="checkbox"/> Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed \$ _____.

6. Reversion of Funds:

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

7. Reporting Requirements:

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

8. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

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

For the County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title County Mailing Address City, State, Zip Telephone Fax Email	Name & Title County Street Address City, State, Zip

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Company Name Mailing Address City State Zip Telephone Fax Email	Name & Title Company Name Street Address City State Zip

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

14. Specific Language Not Previously Addressed:

(can be delted if not needed)

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

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Signature

Date

Printed Name

Title

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)*

Date

Printed Name

Title

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

Signature of County Finance Officer

Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

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

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

Miscellaneous

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

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

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

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

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

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

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

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

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B – Scope of Work

**Federal Tax Id. or SSN
Contract #**

A. CONTRACTOR INFORMATION

1. Contractor Agency Name:

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

Address

Telephone Number:

Fax Number:

Email:

3. Name of Program (s):

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

5. Contractor's Financial Reporting Year through

B. Explanation of Services to be provided and to whom (include SIS Service Code):

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

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

2. Negotiated County Rate.

D. Number of units to be provided:

E. Details of Billing process and Time Frames;

F. Area to be served/Delivery site(s):

(Signature of County Authorized Person)

(Signature of Contractor)

(Date Submitted)

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 - [] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

- [] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Title

Contractor Name

Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

1. 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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. 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:
 - i. Abide by the terms of the statement; and
 - ii. 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)(ii) 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)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street

City, State, Zip Code

Street

City, State, Zip Code

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate 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 this 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 whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the 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 by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

Certification

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

V. Certification Regarding Lobbying

The Contractor 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503
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Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ Quarter _____ Date Of Last Report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier (if known) _____ Congressional District (if known) _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District (if known) _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) _____	
8. Federal Action Number (if known)	9. Award Amount (if known) \$	
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	b. Individuals Performing Services <i>(including address if different from No. 10a.) (last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary):</i>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of _____

County _____

I, _____, Notary Public for said County and State, certify
that

_____ personally appeared before me this day and
acknowledged

that he/she is _____ of

[name of Organization]

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

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

(Official Seal)

Notary Public

My Commission expires _____, 20 ____

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Name of Organization

Signature of Organization Official

Conflict of Interest Policy Example

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:

##ContractorName##

Name of Organization

Signature of Organization Official

Date

State Grant Certification – No Overdue Tax Debts

Instructions: Grantee/Contractor should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

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

Entity's Letterhead

[Date of Certification (mmddyyyy)]

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the [insert organization's name] does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

[Name of Board Chair] and [Name of Second Authorizing Official] being duly sworn, say that we are the Board Chair and [Title of the Second Authorizing Official], respectively, of [insert name of organization] of [City] in the State of [Name of State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

[Title of Second Authorizing Official]

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

(Notary Signature and Seal)

My Commission Expires: _____

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:
NCGrants@osbm.nc.gov-(919)807-4795

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”

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

Contractor: _____ Contract Number: _____ Date: _____

HIPAA ASSESSMENT FORM

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

<p>component that is directly related to the covered health component's continued operation?</p>	<div> <input type="checkbox"/> Patient Accounts Billing <input type="checkbox"/> Claims Processing <input type="checkbox"/> Claims Administration <input type="checkbox"/> Bill Collections <input type="checkbox"/> Professional Services <input type="checkbox"/> Special Population Assessments <input type="checkbox"/> Data Analysis <input type="checkbox"/> Data Processing <input type="checkbox"/> Data Administration <input type="checkbox"/> JCAHO <input type="checkbox"/> Council on Accreditation <input type="checkbox"/> Re-pricing <input type="checkbox"/> Rate Setting <input type="checkbox"/> Practice Management <input type="checkbox"/> Software Support <input type="checkbox"/> Utilization Review <input type="checkbox"/> Quality Assurance <input type="checkbox"/> Contract Analysis <input type="checkbox"/> Central Office <input type="checkbox"/> Supervision <input type="checkbox"/> Security <input type="checkbox"/> Dietary <input type="checkbox"/> Machine Maintenance <input type="checkbox"/> Facility Maintenance <input type="checkbox"/> Landscaping <input type="checkbox"/> Housekeeping <input type="checkbox"/> Hardware Support <input type="checkbox"/> Audits/Surveys <input type="checkbox"/> Purchasing </div>	<p>health information, is provided by the contractor. This constitutes a business associate relationship as such information must be protected the same as required of the HIPAA covered health care component. There are two types of business associate relationships: External Business Associate relationships: You have indentified an External business associate relationship if you are contracting with any entity outside city, county or state government. A <u>Business Associate Addendum</u> must be signed and included with the contract. If you are completing a Memorandum of Agreement (MOA) with a governmental entity the <u>Government Associate Addendum</u> must be utilized.</p> <p>NO—STOP. There is no business associate relationship.</p>
<p>ADDITIONAL REQUIRMENTS</p>		
<p>NOTE: Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates</p>		

Rev: 7-1-2013

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

_____County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the _____ County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)
7. Contractor will maintain records documenting the following (*County may require contractor to provide*):
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

Signature

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

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

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

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

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

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

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

How does a Private Non Profit obtain Tax Exempt Status?

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

IRS TE/GE Customer Service

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

If you prefer to write, you may write at:

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

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

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

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

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

CONTRACT PROVIDER NAME: _____

CONTRACT NUMBER: _____

CONTRACT PERIOD: _____

PROVIDER'S FISCAL YEAR: _____

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

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

Determination Factors		5 points Financial Assistance YES	5 points Purchase of Service NO
1	Does the provider determine eligibility?		
2	Does the provider provide administrative functions such as Develop program standards procedures and rules?		
3	Does the provider provide administrative functions such as Program Planning?		
4	Does the provider provide administrative functions such as Monitoring?		
5	Does the provider provide administrative functions such as Program Evaluation?		
6	Does the provider provide administrative functions such as Program Compliance?		
7	Is provider performance measured against whether specific objectives are met?		
8	Does the provided have responsibility for programmatic decision making?		
9	Is the provider objective to carry out a public purpose to support an overall program objective?		
10	Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		
11	Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		
12	Does the provider operate in a noncompetitive environment?		
13	Does the provider provide these or similar goods and/or services only to the funding agency?		
14	Does the provide these or similar goods and/or services outside normal business operations?		
TOTAL		0	0

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

☐ FINANCIAL ASSISTANCE

☐ PURCHASE SERVICE

Signature of Authorized Programmatic Individual

DATE

Signature of Authorized Administrative Individual

DATE

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
- (b) [check **one** of the following boxes]
- ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
- ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: _____

Contractor's
Authorized Agent: Signature _____ Date _____

Printed Name _____ Title _____

Witness: Signature _____ Date _____

Printed Name _____ Title _____

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

ATTACHMENT N

_____ County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,
CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Signature

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)