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**STATE OF NORTH CAROLINA**

**Department of Social Services**

**Request for Quote #: 30-24359-DSS**

**GUARDIANSHIP SERVICES**

**Date of Issue: June 11, 2024**

**Quote Due Date: June 18, 2024**

**At ­­­ 2:00PM ET**

**Direct all inquiries concerning this RFQ to:**

Kerry Blevins

Contract Specialist

Kerry.Blevins@dhhs.nc.gov



**STATE OF NORTH CAROLINA**

**Request for Quote #**

**30-24359-DSS**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For internal State agency processing, including tabulation of quotes, provide your company’s eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your quote.  
Failure to do so may subject your quote to rejection.**

Phoenix Counseling Center  
Vendor Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor eVP#

**Note**: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

|  |  |
| --- | --- |
| **STATE OF NORTH CAROLINA**  ***Division of Social Services*** | |
| **Refer *ALL* Inquiries regarding this RFQ to the procurement lead through the Message Board in the Sourcing Tool.** | **Request for Quote #: 30-24359-DSS** |
| **Quotes will be opened: June 18, 2024** |
| **Using Agency: DHHS – Division of Social Services** | **Commodity No. and Description: 931415 – Social development and services** |
| **Requisition No.: N/A** |

**EXECUTION**

In compliance with this Request for Quote (RFQ), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are quote, at the prices set opposite each item within the time specified herein.

By executing this quote, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

* this quote is submitted competitively and without collusion (G.S. 143-54),
* none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
* it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this quote, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

* it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFQ, 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.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFQ, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this quote, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** andthe **NORTH** **CAROLINA GENERAL TERMS AND CONDITIONS** incorporated herein**.** These documents can be accessed from the Ariba Sourcing Tool.

**Failure to execute/sign quote prior to submittal may render quote invalid and it MAY BE REJECTED. Late quotes shall not be accepted.**

|  |  |  |  |
| --- | --- | --- | --- |
| COMPLETE/FORMAL NAME OF VENDOR: **Phoenix Counseling Center** | | | |
| STREET ADDRESS: **631 Brawley School Road, Ste 300 PMB 301** | | P.O. BOX: | ZIP: |
| CITY & STATE & ZIP: **Mooresville, NC 28117** | | TELEPHONE NUMBER:  **704-360-4531** | TOLL FREE TEL. NO: |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21): | | | |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:  **Denise Oliver, CBO** | | FAX NUMBER: | |
| **VENDOR’S AUTHORIZED SIGNATURE\***: | **DATE:** | EMAIL: **denise@phoenixcc.us** | |

**VALIDITY PERIOD**

Offer shall be valid for at least one-hundred and twenty (120) days from date of quote opening, unless otherwise stated here: \_\_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFQ.

**ACCEPTANCE OF QUOTES**

If your quote is accepted, all provisions of this RFQ, along with the written results of any negotiations, shall constitute the written agreement between the parties (“Contract”). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

|  |
| --- |
| **FOR STATE USE ONLY:** Offer accepted and Contract awarded this\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, as indicated on  The attached certification, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  **(Authorized Representative of Department of Health and Human Services)** |

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# PURPOSE AND BACKGROUND

The move to a managed care system of providing mental health services in North Carolina has effectively terminated the ability of a director or assistant director of a local management entity (LME) to serve as a client’s Guardian as a “disinterested public agent.” The 1915 (b/c) Medicaid Waiver for the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services (DMH/DD/SAS) prohibits a managed care organization (MCO) from serving as the Guardian of an individual whose care is managed by that MCO.

Furthermore, N.C. Session Law 2012-151 amended the definition of “disinterested public agent” in G.S. 35A-1202(4) so that only a director or assistant director of a county department of social services can serve as a “disinterested public agent.”

In order to facilitate the transition described above, Session Law 2012-142 appropriated funding from the Social Services Block Grant (SSBG) to the Division of Aging and Adult Services (DAAS) for Guardianship services.

The original contract with DAAS (now DSS) covered Wards served as of July 1, 2023, who had been served as a Ward under the contractor’s previous contractual agreement for SFY 2011-2012 with an LME and or the DMH/DD/SAS.

The purpose of this contract is to provide Guardianship services to individuals who are found to be incompetent pursuant to the provisions of Chapter 35A of the North Carolina General Statutes. Services and supports are provided in the least restrictive manner possible; the personal preferences and desires of the individual are important and are given full consideration; and every opportunity is made available to exercise all rights within his or her judgment.

Quotes shall be submitted in accordance with the terms and conditions of this RFQ and any addenda issued hereto.

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of contract execution (the “Effective Date”).

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than sixty (60) days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

Quotes shall be submitted in accordance with the terms and conditions of this RFQ and any addenda issued hereto.

# GENERAL INFORMATION

## REQUEST FOR QUOTE DOCUMENT

This RFQ is comprised of the base RFQ document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

## E-PROCUREMENT FEE

**ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.**

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

**What is the Ariba Network?**

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

http://eprocurement.nc.gov/training/vendor-training.

## NOTICE TO VENDORS REGARDING RFQ TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFQ and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s quote or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s quote that purports to vary any terms and conditions or Vendors’ instructions herein or to render the quote non-binding or subject to further negotiation. Vendor’s quote shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

**The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFQ Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded** **unless expressly agreed upon during negotiations. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s quote as nonresponsive.**

## RFQ SCHEDULE

The table below shows the *intended* schedule for this RFQ. The State will make every effort to adhere to this schedule.

|  |  |  |
| --- | --- | --- |
| **Event** | **Responsibility** | **Date and Time** |
| Issue RFQ | State | 6/11/2024 |
| Submit Quotes | Vendor | 6/18/2024 |
| Contract Award | State | 8/01/2024 |

## QUOTE QUESTIONS

Upon review of the RFQ documents, Vendors may have questions to clarify or interpret the RFQ in order to submit the best quote possible. To accommodate the Quote Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the RFQ SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFQ SCHEDULE Section of this RFQ. Vendors will enter “**RFQ # 30-24359-DSS– Questions**” as the subject of the message. Question submittals should include a reference to the applicable RFQ section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this RFQ. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFQ and an addendum to this RFQ.

## QUOTE SUBMITTAL

**IMPORTANT NOTE:** **This is an absolute requirement.** Late quotes, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its quote has been received as described in this RFQ by the specified time and date of opening. Failure to submit a quote in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor’s quotes(s).

Vendor’s quotes for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Quotes submitted through the Content Section of the Ariba Sourcing Event will be considered. Quotes submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the quote, also submit one (1) signed, REDACTED copy of the quote. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the quote with its quote submission, the Department may release an unredacted version if a record request is received.

## QUOTE CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFQ that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in the State rejecting Vendor’s quote, in the State’s sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

1. Completed and signed version of all EXECUTION PAGES, along with the body of the RFQ.
2. Signed receipt pages of any addenda released in conjunction with this RFQ, if required to be returned.
3. Completed version of ATTACHMENT A: PRICING
4. ATTACHMENT B: INSTRUCTIONS TO VENDORS
5. ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
6. Completed version of ATTACHMENT E: SUPPLEMENTAL VENDOR INFORMATION
7. Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
8. ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
9. Completed and signed version of ATTACHEMENT H: BUSINESS ASSOCIATE ADDENDUM

## DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFQ are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this RFQ:

1. **BUSINESS DAY**: Monday through Friday, 8:00am to 5:00pm, except State holidays.
2. **BUYER**: The employee of the State or Other Eligible Entity that places an order with the Vendor.
3. **CONTRACT ADMINISTRATOR**: Representative of the Department of Health and Human Services who acts as the day-to-day administrator of this contract and communicates with the selected Vender(s) regarding the technical and programmatic performance of the Vender and acts as the liaison between the Vendor(s) and Contract Lead regarding contract execution.
4. **CONTRACT LEAD**: Representative of the Department of Health and Human Services who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State.
5. **DSS/DIVISION**: Division of Social Services (Previously DAAS)
6. **DEPARTMENT/DHHS/STATE**: North Carolina Department of Health and Human Services
7. **DISINTERESTED PUBLIC AGENT**: As defined by N.C.G.S., the director or assistant directors of a county department of social services.
8. **GUARDIANS/GUARDIANSHIP**: A person, disinterested public agent or corporation appointed to make decisions on behalf of an individual who has been adjudicated incompetent.
9. **RFQ**: Request for Quote.
10. **SERVICES**: The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
11. **VENDOR/CONTRACTOR**: Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Quote.
12. **WARD**: Individual served through Guardianship services, the term “Ward” is used to reflect the language of N.C. general Statute 35A. As a matter of best practice, DSS refers to individuals with a Guardian as “individuals subject to Guardianship.”

# METHOD OF AWARD AND QUOTE EVALUATION PROCESS

## METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State’s best interest.

All responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out herein such as but not limited to past performance, references, and financial documents.

While the intent of this RFQ is to award a Contract(s) to multiple Vendors for all line items, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFQ in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in quotes received.

## CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFQ is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29. of the Instructions to Vendors entitled COMMUNICATOINS BY VENDORS

Each Vendor submitting a quote to this RFQ, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s quote or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFQ or inquiries directed to the purchaser named in this RFQ regarding requirements of the RFQ (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

## QUOTE EVALUATION PROCESS

1. Quotes are requested for the items as specified, or item(s) equivalent in design, function, and performance. The State reserves the right to reject any quote on the basis of fit, form and/or function, as well as cost.
2. The State shall review the responses to this RFQ to confirm that they meet the specifications and requirements. The State reserves the right to waive any minor informality or technicality.
3. For all responses that pass the initial review process, the State will review and assess the Vendors’ pricing. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the quote. Vendors are cautioned, however, that the State is not required to request clarification, and often does not. Therefore, all quotes should be complete and reflect the most favorable terms available from the Vendor. Prices quoted cannot be altered or modified as part of a clarification.
4. Quotes will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Award of a Contract to one Vendor does not mean that the other quotes lacked merit, but that, all factors considered, the selected quote was deemed most advantageous and represented the best value to the State.

Vendors are cautioned that this is a request for quote, not a request or an offer to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

## PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFQ, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

1. Total cost to the State
2. Level of quality provided by the Vendor
3. Process and performance capability across multiple jurisdictions
4. Protection of the State’s information and intellectual property
5. Availability of pertinent skills
6. Ability to understand the State’s business requirements and internal operational culture
7. Particular risk factors such as the security of the State’s information technology
8. Relations with citizens and employees
9. Contract enforcement jurisdictional issues

## INTERPRETATION OF TERMS AND PHRASES

This RFQ serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether quotes should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the RFQ. Except as specifically stated in the RFQ, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a quote in its entirety.

# **REQUIREMENTS**

This Section lists the requirements related to this RFQ. By submitting a quote, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFQ. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better quote, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Quote Questions Section above.

* 1. **PRICING**

Quote price shall constitute the total cost to the State for providing the services described herein, as detailed in ATTACHMENT A: PRICING FORM. Vendor shall not invoice any amounts not specifically allowed for in this Quote.

* 1. **INVOICES**

Vendor shall invoice the Agency monthly. The Vendor shall submit to the Division staff, LeShana Baldwin, its monthly invoices for the months of July through May of the 10th working day of the following month. Invoices shall be submitted via email to [LeShana.Baldwin@dhhs.nc.gov](mailto:LeShana.Baldwin@dhhs.nc.gov) and include detailed line item information to allow Division staff to verify services rendered and that pricing match Division records. At a minimum, the following fields shall be included on all invoices:

Vendor’s Billing address, NC Contract Number, Date of Invoice, Names of Individuals Receiving Guardianship Services for the month in question.

**The final invoice must be submitted no later than June 10th of the current state fiscal year which runs July 1st through June 30th.**

**INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.**

* 1. **FINANCIAL STABILITY**

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor’s financial stability.

* 1. **HUB PARTICIPATION**

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFQ will serve to identify those Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

* 1. **BACKGROUND CHECKS**

Any personnel or agent of Vendor performing Services under any Contract arising from this RFQ may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

* 1. **PERSONNEL**

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor’s quote result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

* 1. **VENDOR’S REPRESENTATIONS**

If Vendor’s quote results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

* 1. **AGENCY INSURANCE REQUIREMENTS MODIFICATION**

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

☐ Small Purchases

X Contract value in excess of the Small Purchase threshold, but up to $1,000,000.00

☐ Contract value in excess of $1,000,000.00

* 1. **LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS**

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

* that they abide by the above restriction;
* that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
* that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

1. **SPECIFICATIONS AND SCOPE OF WORK**
2. **SPECIFICATIONS**

The Vendor shall:

1. Provide adult Guardianship services to incompetent adults included in the Division’s master list of Wards covered by this contract, as directed by court order.
2. Comply with all requirements of the Order of Appointment entered by the various County Clerks of Court, fulfill the duties of Guardian of the Person, and meet qualifications set forth in Chapter 35A of the North Carolina Statutes. Contractor warrants that it has read and understands that duties and qualifications. This includes 35A-1213(f), which states that “An individual who contracts with or is employed by an entity that contracts with a local management entity (LME) for the delivery of mental health, development disabilities, and substance abuse services may not serve as a Guardian for a Ward for whom the individual or entity is providing these services, unless the individual is one of the following:
   1. A parent of that Ward
   2. A member of the Ward’s immediate family, a licensed family foster care provider, or a licensed therapeutic foster care provider who is under contract with a local management entity (LME) for the delivery of mental health, developmental disabilities, and substance abuse services and is serving as a guardian as of January 1, 2013. For the purposes of this subsection, the term “immediate family” is stepparents, stepchildren, stepsiblings, and adoptive relationship.
   3. A biologically unrelated individual who was serving on March 1, 2013, as a Guardian without compensation for Guardianship services.
3. Arrange for the care, comfort, and maintenance for each Ward, and provide services in the least restrictive living environment. This may include the following activities:
   1. Working with Transition to Community Living (TCL) when the Ward is eligible; and
   2. Obtaining information from the following source regarding current facility inspections, ratings, penalties, and statements of deficiencies for facilities being considered for the Ward’s placement: <https://info.ncddhs.gov/dhsr/index.html>
4. Submit a completed **Notification of Appointment of Corporate Guardian** (DHHS-AS-7016A form) to the Program Coordinator within five (5) business days of any termination of a Guardianship appointment. See **ATTACHMENT I** for form template. An electronic version of this form may be obtained by contacting Sarah Richardson at [Sarah.Richardson@dhhs.nc.gov](mailto:Sarah.Richardson@dhhs.nc.gov).
5. Submit an updated Form DAAS-7016A to the Program Coordinator at the Division within five (5) business days after any change to any existing Ward’s demographic information.
6. Submit a completed Form DAAS-7016A to the Program Coordinator at the Division within five (5) business days after the Contractor is appointed Guardians to each new individual Ward.
7. Ensure that all Guardianship staff who provide services to Wards attend Guardianship 200: The Basics of Guardianship provided by the Division. In addition, staff hired after 7/1/2021 who provide services to Wards will be required to attend all of the secondary level of Guardianship training provided by the Division within the first year of their employment with the corporation.
8. Have contact with each Ward and/or the Ward’s caregiver at least once each calendar month and conduct or arrange for a minimum of one face-to-face visit with each Ward every ninety (90) calendar days. Two of these face-to-face visits must occur in the Ward’s residence semi-annually. If the Contractor arranges for another corporation or county department of social services to make the face-to-face visit on its behalf, there should be a written agreement in place and documentation of the date and results of each visit.
9. Obtain legal counsel, at its sole expense, when such is required to fulfill its statutory duties pursuant to Chapter 35A of the N.C. General Statute.
10. Maintain an individual Guardianship record for each Ward served, included a current Guardianship service plan developed from strengths and needs identified from an assessment of the ward’s current situation, ongoing notes and documentation of all Guardianship contacts and services, and other relevant documentation.
11. Complete and maintain all reports required by the County Clerk of Court and maintain a copy of each report in the Ward’s record. These reports shall include, but are not limited to, any required annual accountings and the yearly status report sent to the County Clerk of Court, which includes:
    1. A report or summary of recent medical and dental examinations of the Ward by one or more physicians and dentists. In instance when the Guardian has made diligent but unsuccessful attempts to secure this information, the Guardian shall include in the status report an explanation and documentation of all actions taken to attempt to secure this information; and
    2. A report on the Guardian’s performance of the duties set forth in Chapter 35A and in the County Clerk of Court’s order appointing the Guardian; and
    3. A report on the Ward’s residence, education, employment, and rehabilitation or habilitation; and
    4. A report of the Guardian’s efforts to restore competency; and
    5. A report of the Guardian’s efforts to seek alternatives to Guardianship; and
    6. A report of the Guardian’s efforts to identify alternative Guardians; and
    7. The Guardian’s recommendations for implementing a more limited Guardianship; and
    8. Any additional reports or information required by the County Clerk of Court.
12. If a Ward of the Contractor dies, has his or her competency restored, or Guardianship is transferred to an individual successor Guardian, the Contractor shall accept appointment as a successor Guardian of a Ward currently being served by a County Department of Social Services or of a new Ward who otherwise would have been served by a County Department of Social Services. The County Department of Social Services where the terminated ward resided has first option to fill the vacancy left by that Ward, and the Contractor must make initial contact with that County Department of Social Services within forty-eight (48) hours of the termination. The Contractor may contact another County Department of Social Services served by the corporation if the initial County Department of Social Services does not identify a Ward and establish a timeline for filing a motion with the County Clerk of Court within ten (10) working days of the Contractor’s first contact, or the initial County Department of Social Services confirms it has no Wards to refer to the Contractor. As soon as the Contractor has knowledge of its replacement plan and prior to being appointed as Guardian of a replacement Ward and submitting a monthly invoice that includes the name of the Wards, the Contractor must submit the **DHHS Guardianship Replacement Information Form** to the Program Coordinator at the Division, via email (per obligations of the DHHS Business Associate Addendum), fax or US Postal Service. See **ATTACHMENT J** for form template. An electronic version of this template may be obtained by contacting Sarah Richardson at [Sarah.Richardson@dhhs.nc.gov](mailto:Sarah.Richardson@dhhs.nc.gov).
13. This form should include the following information:
    1. Verification that the replacement Ward is (1) a Ward with a diagnosis of an intellectual or developmental disability, mental illness or substance use disorder who is currently a Ward of a County Department of Social Services; or (2) an individual with a diagnosis of an intellectual or developmental disability, mental illness or substance use disorder for whom the County Department of Social Services would be appointed Guardian; and
    2. A narrative of the circumstances of the vacancy and the actions taken to fill the vacancy, including all communications with the involved County Department of Social Services and County Clerk of Court.
14. The Contractor is not required to accept a referral for an individual with no income, an individual who cannot be located, or an individual needing an Interim Guardian. All referrals for individuals will be accepted regardless of diagnosis or living arrangement.
15. Ensure that all allocated slots are effectively utilized throughout the contractual year. When a slot becomes vacant, the Contractor will fill the slot within sixty (60) calendar days of the previous Ward’s date of termination. If the Contractor is unable to fill the vacant slot within the timeframe, the Division reserves the right to review the vacancy situation and the actions taken by the Contractor to fill the vacancy, and to reallocate the vacant slot if the Contractor is unable to effectively utilize the slot.
16. Notify the Program Coordinator at Division of any adult protective services reports concerning Wards covered in this contract as soon as the Contractor has knowledge of the report. Complete the **Adult Protective Services (APS) Contract Administrative Requirements Form** and submit to the Program Coordinator at the Division within forty-eight (48) hours of the initial notification of the report. See **ATTACHMENT K** for form template. An electronic version of this template may be obtained by contacting Sarah Richardson at [Sarah.Richardson@dhhs.nc.gov](mailto:Sarah.Richardson@dhhs.nc.gov).
17. File with the various County Clerk of Court any, and all motions necessary to fulfill its obligations as a Guardian under Chapter 35A of the North Carolina General Statutes.
18. In the event that the Contractor seeks to be removed as Guardian, when and where there is a need for a successor Guardian, the Contractor agrees to file all necessary motions before the County Clerk of Court and to develop a plan to assure that each Ward covered by the contract has continued services by a legal guardian. Plans should be submitted to DAAS at least forty-five (45) calendar days in advance of a proposed change. The plan should include the Ward(s) names, county of location, documented contacts with County Clerk(s) of Court, and potential successor Guardian(s). If the Contractor fails to provide the Division with this plan in advance as noted, the Division reserves the right to reallocate the slot to a different Contractor.
19. In the event that there is a successor Guardian appointed, the resigning Guardian shall provide to the successor Guardian(s) all pertinent court records, medical and psychological records, as well as any financial records maintained on each Ward.
20. **PERFORMANCE STANDARDS**

The Department uses performance measure rubrics as a tool to determine the success of a project and how well services and products are being delivered. Together they enable the Department to gauge efficiency, determine progress toward desired results and assess whether the Department is on track with meeting its goals. The Contractor shall adhere to all performance requirements/standards in the scope of work, including the following performance measures:

1. The Contractor will use 100% of their allocated guardianship slots (187 slots) during the contract period.
2. The Contractor must achieve a rating of 70% or higher on each evaluation element contained in the **Guardianship Program Compliance Monitoring Tool** during annual monitoring to demonstrate the provision of quality of services. See **ATTACHMENT L** for form template. An electronic version of this template may be obtained by contacting Sarah Richardson at Sarah.Richardson@dhhs.nc.gov.
3. **PERFORMANCE MONITORING/QUALITY ASSURANCE PLAN**

This contract will be monitored by the Division, and the Division will provide assistance, according to the following plan:

1. Be available to the Contractor for consultation and technical assistance Monday – Friday from 8:00 a.m. – 5:00 p.m. except State Holidays. See link for State Holidays: https://oshr.nc.gov/state-employee-resources/benefits/leave/holidays#2024-2618
2. Provide training, consultation, and technical assistance to County Department of Social Services on the elements of this contract, the importance of proactive communication and ongoing collaboration with the Contractor.
3. Make all Division trainings and recorded webinars available for Contractor staff,
4. During the term of the contract, review documents related to the provision of Guardianship services for a random sample of Wards. Additional monitoring, including follow-up to corrective action(s), as well as consultation and technical assistance, will be provided if it is needed, as determined by the Division.
5. Quarterly technical assistance and consultation meetings will be offered with all corporations under contract. To increase collaboration and partnerships, the North Carolina Association of County DSS Directors (NCACDSS) and LME/MCO staff will be invited to discuss specific topics.
6. Inform the Contractor of any changes in, or to, the statutes and rules governing the Guardianship services program and document those changes in a contract amendment.
7. Pay the Contractor as specified in this contract.
8. Review the Contractor’s monthly invoices and reconcile with the Contractor any discrepancies. The Division will maintain a master list of Wards covered by this contract as a point of comparison to the involved list from the Contractor.
9. **DEVIATIONS**

The nature of all deviations from the Specificationslisted herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods and/or services. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

# **CONTRACT ADMINISTRATION**

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

6.1



CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

|  |  |
| --- | --- |
| **Contract Manager Point of Contact** | |
| Name: |  |
| Office Phone #: |  |
| Mobile Phone #: |  |
| Email: |  |

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues (define roles and responsibilities).

|  |  |
| --- | --- |
| **Customer Service Point of Contact** | |
| Name: |  |
| Office Phone #: |  |
| Mobile Phone #: |  |
| Email: |  |

6.2 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.3 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to three (3) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.4 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State’s Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.5 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be made through the contract administrator.

6.6 ATTACHMENTS

All attachments to this RFQ are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

**The remainder of this page is intentionally left blank**

**ATTACHMENT A: PRICING FORM**

The quantity (allocation), unit of measure (UOM), description, and unit/extended prices will remain the same for the original contract term and two (2) optional renewal terms unless modified by a written contract amendment between the State and the Vendor.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item #** | **QUANTITY**  **(ALLOCATION)** | **UNIT OF MEASURE (UOM)** | **DESCRIPTION** | **UNIT PRICE**  **(EACH WARD)** | **EXTENDED PRICE**  **(QTY x 12 MONTHS x UNIT PRICE)** |
| 1 | 285 | Ward | The per-Ward, per-month rate for a 12-month period. The Vendor will be paid monthly based on the number of Wards served in a particular month. | $2,713.08 | $773,227.80 |

**ATTACHMENT H: BUSINESS ASSOCIATE ADDENDUM**

**NORTH CAROLINA**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**BUSINESS ASSOCIATE ADDENDUM**

This Agreement is made effective the \_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between the North Carolina Department of Health and Human Services (“Covered Entity”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Business Associate”) (collectively the “Parties”).

1. **BACKGROUND**
   1. Covered Entity and Business Associate are parties to a contract entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
   2. Covered Entity is an organizational unit of the North Carolina Department of Health and Human Services (the “Department”) that has been designated in whole or in part by the Department as a health care component for purposes of the HIPAA Privacy Rule.
   3. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
   4. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected heath information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.
2. **DEFINITIONS***Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:*
   1. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
   2. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as modified and amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
   3. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
   4. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164.
   5. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
   6. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
   7. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.
   8. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.
3. **OBLIGATIONS OF BUSINESS ASSOCIATE**
   1. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
   2. Business Associate agrees to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
   3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
   4. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 C.F.R. § 164.410.
   5. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and § 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
   6. Business Associate agrees to make available protected health information as necessary to satisfy Covered Entity’s obligations in accordance with 45 C.F.R. § 164.524.
   7. Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendment(s) to Protected Health Information in accordance with 45 C.F.R. § 164.526.
   8. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
   9. Business Associate agrees to make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
4. **PERMITTED USES AND DISCLOSURES**
   1. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
      1. would not violate the Privacy Rule if done by Covered Entity; or
      2. would not violate the minimum necessary policies and procedures of the Covered Entity.
   2. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:
      1. the disclosures are Required by Law; or
      2. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
   3. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
   4. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.
5. **TERM AND TERMINATION**
   1. Term. This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
   2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
      1. Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
      2. Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
      3. If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
   3. Effect of Termination.
      1. Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
      2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
6. **GENERAL TERMS AND CONDITIONS**
   1. This Agreement amends and is part of the Contract.
   2. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
   3. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
   4. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PLEASE PRINT NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE DATE

**ATTACHMENT I: NOTIFICATION OF APPOINTMENT OF CORPORATE GUARDIAN (DHHS-AS-7016A)Graphical user interface, application

Description automatically generated**

**ATTACHMENT J: DHHS GUARDIANSHIP REPLACEMENT INFORMATION FORM**

DHHS-AS Guardianship Replacement Information Form

Name of ward: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Residing County: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of termination: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reason for termination: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact person from DSS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notes regarding conversation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of replacement ward: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Residing County: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date added to DHHS invoice: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Diagnosis: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact person from DSS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Your Name/Position/Title Date

**ATTACHMENT K: ADULT PROTECTIVE SERVICES (APS) CONTRACT ADMINISTRATIVE REQUIREMENTS FORM**

**Adult Protective Services (APS) Contractor Administrative Requirements**

*Revised November 2020*

***Notify the Adult Protective Services/Guardianship Coordinator and the Guardianship Consultant at the Division of any adult protective services reports concerning individuals under guardianship covered in this contract as soon as the Contractor has knowledge of the report. Complete the Adult Protective Services (APS) Contract Administrative Requirements form and submit to the Adult Protective Services/Guardianship Coordinator and the Guardianship Consultant at the Division within seventy-two (72) hours of the initial notification of the report.* (Scope of Work B.14)**

Guardianship Corporation:

Corporation Representative:

Phone number/email of representative:

Date form submitted to DAAS:

1. Date of the Adult Protective Services (APS) report
2. Individual under guardianship named in the APS report
3. County DSS involved in the APS report
4. Summary of allegations in the APS report:

1. Summary of actions taken by guardian as a result of APS report:

1. How were the actions taken by the guardian successful in assisting the individual under guardianship?

1. Most recent date of contact with the individual under guardianship
2. Most recent date of face to face contact with the individual under guardianship 
   1. Most recent face to face contact took place at (select one):

Residence

Day program

Hospital

Other, please identify

1. Most recent date of visit with individual under guardianship at the residence

**ATTACHMENT L: GUARDIANSHIP PROGRAM COMPLIANCE MONITORING TOOL**

A picture containing table

Description automatically generated