

# Cleveland County, NC



## Request for Proposal # 2018-006 Medicaid Non-Emergency Medical Transportation Services

**Due Date:** June 20, 2018

**Time:** 5:00 PM

**Receipt Location:** Cleveland County Administrative Building, 311 E. Marion Street, Shelby, NC 28150

**Procurement Contact Person**

Name: Kim Lester

Title: Procurement Specialist

E-mail: [kim.lester@clevelandcounty.com](mailto:kim.lester@clevelandcounty.com)

Telephone: 704.484.4840

**DSS Contact Person**

Name: Kay Howell

Title: Assistant Director

E-mail: [kay.howell@clevelandcounty.com](mailto:kay.howell@clevelandcounty.com)

Telephone: 704-487-0661 Ext.337

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## **Non-Emergency Medical Transportation**

### **I. Introduction**

Cleveland County, North Carolina, as represented by the Department of Social Services (hereinafter, "County" or "DSS"), is seeking proposals from qualified firms to provide "For Hire" non-emergency Medicaid transportation within Cleveland and surrounding counties

#### **County**

Cleveland County, North Carolina (estimated population 97,144) is located in the western piedmont. The County provides its citizens with a full array of services that include public safety, human services, cultural and recreational activities, and general government administration.

Title XIX of the Social Security Act requires that State Medicaid programs (North Carolina) fulfill administrative requirements necessary to operate the Medicaid program efficiently. The mandated State Plan "...specifies that the Medicaid agency, The Department of Social Services will ensure necessary transportation for the beneficiary (Medicaid Client) to and from providers."

Transportation to and from medical and mental health providers is a critical component for the Medicaid client to obtain necessary health and mental care. When the client lacks the means and the mode for medical transportation, DSS is responsible for scheduling the client's transportation at a cost within allowable Medicaid regulations.

Non-Emergency Medical Transportation (NEMT) services consists of arranging and paying for a Medicaid client's transportation.

#### **Calendar of Events**

<b>Event</b>	<b>Date</b>
Release Date	June 11, 2018
Deadline for Questions	June 19, 2018
<b>Deadline for Proposals</b>	<b>June 20, 2018</b>
Notice of Recommended Firms	June 25, 2018
Anticipated Contract Start Date	July, 1 2018

## II. Project Scope

### Introduction

Currently DSS utilizes four contracted transportation vendors. The primary vendor is the county's transportation authority which handles the majority the agency's medical trips.

The other three vendors handle the remaining Medicaid transportation services throughout the county. The Request for Proposal (RFP) process is the means by which DSS will determine which Service Provider is most qualified to meet the medical transportation needs of Medicaid clients' at the most consistent and reasonable price available.

## III. Goals and Objectives

The County desires the successful proposer be able to meet the following requirements:

1. Contractor must provide all necessary equipment including, but not limited to:
  - A. Highway safe vehicles.
  - B. Age appropriate car seats (as needed).
  - C. Lift vans for special need clients (as needed).
2. Medicaid Transportation service must be available:
  - A. 24 hours a day. (As Needed)
  - B. 7 days a week. (As Needed)
  - C. Weekends, if needed, as scheduled by Medicaid Provider.
3. All drivers must be at least:
  - A. 18 years of age.
  - B. Properly licensed to operate the specific vehicle used to transport recipients.
  - C. Polite and Courteous to all patrons.
4. Contractor must have in place:
  - A. Alcohol and drug testing programs in place and show proof of these programs.
  - B. Regular 12 month reviews of the driving records of all drivers and provide proof of these reviews.
5. Bilingual staff (Preferred, Not Required)

## 6. Additional Requirements

- A. Proficiency in Microsoft Office (Excel, Word, Etc.)
- B. Email Access
- C. Adherence to Federal, State, and Local guidelines.
- D. Adherence to strict deadlines.

## IV. Submittal Requirements

### Proposal Format

**Proposers shall prepare their proposals in accordance with the instructions outlined in this section.**

Each proposer is required to submit the proposal in a sealed package. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. The proposal should be organized into the following major sections:

### PROPOSAL SECTION TITLE

Title Page

Letter of Transmittal (Cover Letter)

### Table of Contents

1. Executive Summary
2. Scope of Services
3. Company Background
4. Proposed Equipment
5. Specification Responses – Appendix A
6. Cost Proposal – Appendix B
7. Exceptions to the RFP
8. Sample Documents
9. Required Signature Forms

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

### **1. Executive Summary**

This part of the response to the RFP should be limited to a brief narrative summarizing the proposer's proposal. Please note that the executive summary should identify the primary engagement contact for the firm. Contact information should include a name, valid e-mail address, fax number, and a telephone number.

### **2. Scope of Services**

This section of the proposer's proposal should include a general discussion of the proposer's overall understanding of the project and the scope of work proposed.

### **3. Company Background**

Describe your company's mission and vision statement and explain how they will support the relationship with Cleveland County, its Goals and Objectives, and the ultimate success of your company with regards this RFP. Describe the company's experience in medical transportation. Discuss the company's driver safety history. Provide a summary list of company motor vehicle accidents and moving violations for the past three (3) years. Identify accidents that were chargeable to the company. Provide three (3) references to include reference name, reference point of contact name, telephone number and email address. List any/all amenities your firm may provide.

### **4. Proposed Equipment**

The proposer should present, in detail, information on the vehicles to be used. The information must include, at a minimum, the following:

- A. Vehicle weight limits
- B. Billing and Payment schedule
- C. Copy of valid Certificate of Insurance Upon request
- D. Valid State registrations and State inspections.

### **5. Responses to Functional/Technical Requirements**

Responses to the functional / technical requirements listed in Appendix A – Specifications should be provided in this section of the proposer's proposal.

The proposals submitted, including requirement responses, will be attached to and become part of the services contract.

## **6. Cost Proposal**

Proposers should submit Appendix B – Financial Proposal & Signature Page

## **7. Exceptions to the RFP**

All requested information in this RFP must be supplied. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the County, and the description of the advantages or disadvantages to the County as a result of exceptions. The County, in its sole discretion, may reject any exceptions or specifications within the proposal. Proposers may also provide supplemental information, if necessary, to assist the County in analyzing responses to this RFP.

## **8. Sample Documents**

Proposers may include sample copies of the following documents: Proposers Contract Documents, if desired

## **9. Required Signature Forms**

Proposers should include signed copies of the following documents:

Appendix B, Financial Proposal Signature Page

Appendix C, Proposal Submission Form

Appendix D, Anti-Collusion

Appendix E, Conflict of Interest Policy

## **V. Evaluation Criteria**

### **Selection Participants**

Evaluation Team. The Evaluation Team will be responsible for the evaluation and rating of the proposals and demonstrations and for conducting interviews. The Evaluation Team is responsible for evaluating proposer history and experience, capabilities, equipment, safety record, costs, and other selection criteria.

### **Evaluation of Proposals**

Evaluation criteria will be used to assist in determining the finalist vendor. The vendor's proposal will be evaluated based on the following criteria below. These criteria are provided for informational purposes and are not intended to represent an order of preference.

#### **General Requirements**

- Extent to which the proposed solution satisfies the RFP requirements

- Dates and times the service is available
- Driver qualifications
- Drug / Alcohol Testing Program
- Safety Program

#### Equipment Resources

- Adequate vehicle fleet
- Special equipment available

#### Experience and Qualifications

- Medical Transportation experience
- Financial Stability of Firm
- Bilingual Staff available
- References

#### Price

- Quality of proposal submission

#### **Award Procedures**

The County reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms from both a technical and cost standpoint.

It is understood that any proposal submitted will become part of the public record.

Cleveland County may reject any or all proposals and may waive any immaterial deviation in a proposal. A proposal may be rejected if it is incomplete.

At a minimum, proposals will be evaluated based upon the criteria above, as well as assessments and comparisons that include evaluations of skills/experience, cost, client service and references, and/or other factors. The County may accept that proposal that best serves its needs, as determined by County officials in their sole discretion.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.

County may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful.



## VI. General Conditions and Requirements

### Terms and Conditions

The contract terms will be anticipated to be July 1<sup>st</sup> 2018- June 30<sup>th</sup> 2019. The contract price shall be firm during the contract period. The contract may be renewed for two (2) additional one-year terms upon written, mutual agreement between the County and the successful Proposer.

All proposals submitted in response to this request shall become the property of Cleveland County and as such, may be subject to public review.

Cleveland County has the right to reject any or all proposals, to engage in further negotiations with any firm submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may accept the proposal that best serves its needs, as determined by County officials in their sole discretion.

All payroll taxes, liability and worker's compensation are the sole responsibility of the Proposer. The Proposer understands that an employer/employee relationship does not exist under this contract.

### Sub-Contractor/Partner Disclosure

A single firm may propose the entire solution. If the proposal by any firm requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the proposal. The firm submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

### Modification or Withdrawal of Proposal

Prior to the scheduled closing time for receiving proposals, any Vendor may withdraw their proposal. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted. ". Oral, telephone, or fax modifications or corrections will not be recognized or considered.

### Insurance

At Awarded Proposer's (hereafter "Contractor") sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

#### Minimum Limits of Insurance:

General Liability — No less than \$1,000,000, with \$2,000,000 being the preferred limit per occurrence for bodily injury, personal injury and property damage. General aggregate limit shall apply separately to each project/location and limit shall not be less than the required occurrence limit.

Auto Liability:

No less than \$1,000,000, with \$2,000,000 being the preferred limit per occurrence combined single limit per accident per for bodily injury and property damage.

Workers Compensation and Employers Liability:

Workers Compensation **as required by the State of North Carolina** and Employers Liability limits of no less than \$1,000,000 for bodily injury per accident.

Deductibles and Self-Insured Retention:

Any deductible or self-insured retention must be declared to and approved by the County.

***Liability insurance and workers compensation insurance are required for the term of the contract. Workers compensation insurance is not required by the County for businesses that have less than 3 employees in accordance with NC state law, as long as the vendor documents that they have less than 3 employees. Proof from the vendor would be a copy of ESC quarterly report submitted to the state for their employees.***

**ADDITIONAL INSURANCE REQUIREMENTS**

## OTHER INSURANCE PROVISIONS

The policy or policies are to contain, or be endorsed to contain, the following provisions:

- A. Contractor insurance to be considered primary for losses that occur as a direct result of the contractor's actions. The policy should cover the county for any liability arising out of the activities performed by or on behalf of the contractor, including products and completed operations of the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the county, its officers, officials, employees or volunteers.
- B. Coverage shall state that the contractor's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days written notice.
- C. CLEVELAND COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.
- D. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Contractor shall have no right of recovery or subrogation against Cleveland County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so

affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

- F. Cleveland County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

#### **VERIFICATION OF COVERAGE**

- A. The contractor shall furnish the county with certificates of insurance and with original endorsements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and/or endorsements are to be provided to the county on standard form before a contract is valid
- B. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify Kim Lester, Procurement Specialist [kim.lester@clevelandcounty.com](mailto:kim.lester@clevelandcounty.com) or Kay Howell, Assistant Director [kay.howell@clevelandcounty.com](mailto:kay.howell@clevelandcounty.com) within 24 hours of the cancellation or substantive change of any insurance policy set out herein.
- G. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Cleveland County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

- H. Certificate Holder shall be listed as follows:

Cleveland County  
 PO Box 1210  
 Shelby NC 28151

- I. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurance coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services. Contractor agrees to protect, defend, indemnify and hold Cleveland County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate,

handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

## **Proposal Submittal Deadline**

Submittals shall be sealed and labeled as follows:

### **RFP# 2018-006, “Medicaid Non-Emergency Medical Transportation Services”.**

RFP’s are to be received by Cleveland County, by **5:00 p.m., June 20, 2018**

Email or Hand-Deliver submission packets to:

Attention:

Kim Lester: Procurement Specialist

Cleveland County Administrative Building 2<sup>nd</sup> floor, 311 E. Marion Street, Shelby, NC 28150

[kim.lester@clevelandcounty.com](mailto:kim.lester@clevelandcounty.com)

**The proposal must be submitted via email or hand delivery.** When hand delivered please provide at least (2) hard copies of proposal. The original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.

There is no expressed or implied obligation for Cleveland County to reimburse firms for any expenses incurred in preparing proposals in response to this request.

Cleveland County reserves the right to reject any or all proposals or to select the proposal, which in its opinion, is in the best interest of the County.

## **Proposal Questions**

Participating firms will be given the opportunity to ask questions.

Questions can be submitted via email, will be due on **June 19, 2018**, at 5 pm EST.

Submit questions by e-mail to Kay Howell, [kay.howell@clevelandcounty.com](mailto:kay.howell@clevelandcounty.com) by the deadlines shown above. The email should identify the RFP number and project title. All questions and answers will be posted as addenda on [www.clevelandcounty.com](http://www.clevelandcounty.com)

Cleveland County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum.

Any addendum to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by Kim Lester, Procurement Specialist

## APPENDIX A - SPECIFICATIONS

RFP# 2018-006

### Medicaid Non-Emergency Medical Transportation Services

Vendor response must list YES for compliance, NO for non-compliance & state deviation. Responses are required for each field; the lack of responses may cause the proposal to be rejected.

1.	Highway Safe Vehicles	
2.	Age Appropriate Car Seats (As Needed)	
3.	Lift Vans For Special Needs Clients (As Needed)	
5.	24 Hours a Day Transportation (As Needed)	
6.	7 days a week transportation (As Needed)	
7.	Weekend and Holiday Transportation (As Needed)	
8.	Drivers, a minimum of 18 years old	
9.	Drivers properly licensed to operate the specific vehicle used to transport clients.	
10.	Random alcohol and drug testing programs in place and show proof of these programs when requested.	
11.	Regular annual reviews of driving records of all drivers and provide proof of these reviews when requested.	
12.	Certificate of Insurance, meeting County minimum levels	

NOTE: Appendix A - Specifications will be attached to and become part of the services contract.

Affirmative responses will indicate the proposer will provide the required features or functions.

Non-compliance items must be identified on this Appendix and be fully and clearly explained in section 7, Exceptions to the RFP, to help the County make informed decisions about the impact of the exception to the overall potential for vendor success.

Company Name: \_\_\_\_\_

## APPENDIX B – FINANCIAL PROPOSAL & SIGNATURE PAGE

RFP # 2018-006

### Medicaid Non-Emergency Medical Transportation Services

Transportation Cost Examples: Provide the cost break-down and total cost.

#### Pricing for Non-Emergency Medical Transportation Services:

Mileage: \$ \_\_\_\_\_

Attendant: \$ \_\_\_\_\_ per trip

Wheelchair: \$ \_\_\_\_\_ per trip

Cancellation: \$ \_\_\_\_\_

Additional Charge: \_\_\_\_\_

#### Additional Charges:

Wait Time: \_\_\_\_\_ \$ \_\_\_\_\_ per trip

Load Fees \_\_\_\_\_ \$ \_\_\_\_\_ per round trip

No Shows: \_\_\_\_\_ \$ \_\_\_\_\_

Other additional charges: Describe- \$ \_\_\_\_\_

Use additional pages, if needed

**Proposed Contracted Annual Fee: \$ \_\_\_\_\_**

**Transportation Cost Examples: Provide the cost break-down and total cost, based on you're pricing above, for each of the following three (3) scenarios.**

**Scenario # 1**

Boiling Springs, NC to Shelby, NC

9.4 miles one way

1 child w/ 1 Attendant / 1 hr. wait time

Total Mileage charge: \_\_\_\_\_ \$

Total Attendant charge: \_\_\_\_\_ \$

Total Wait Time charge: \_\_\_\_\_ \$

Total Load Fees charge: \_\_\_\_\_ \$

Total Other (explain): \_\_\_\_\_ \$

TOTAL TRIP CHARGE: \_\_\_\_\_ \$

**Scenario # 2**

Shelby, NC to Charlotte, NC

46 miles one way

1 adult-wheelchair assistance/ 2 attendants / 2 hr. wait time

Total Mileage charge: \_\_\_\_\_ \$

Total Attendant charge: \_\_\_\_\_ \$

Total Wheelchair charge: \_\_\_\_\_ \$

Total Wait Time charge: \_\_\_\_\_ \$

Total Load Fees charge: \_\_\_\_\_ \$

Total Other (explain): \_\_\_\_\_ \$

TOTAL TRIP CHARGE: \_\_\_\_\_ \$

**Scenario # 3**

Shelby, NC to Chapel Hill, NC

126 miles one way

1 child / 2 attendants / 3 hr. wait time

Total Mileage charge:	_____	\$
Total Attendant charge:	_____	\$
Total Wait Time charge:	_____	\$
Total Load Fees charge:	_____	\$
Total Other (explain):	_____	\$
<b>TOTAL TRIP CHARGE:</b>	_____	\$

The undersigned proposer, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Representative (print): \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_ E-mail: \_\_\_\_\_

Phone #: ( ) \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_

Federal ID Number: \_\_\_\_\_



# APPENDIX C - PROPOSAL SUBMISSION FORM

RFP # 2018-006

Medicaid Non-Emergency Medical Transportation Services

This Proposal is submitted by:

Proposer's Name: \_\_\_\_\_

Representative (printed): \_\_\_\_\_

Representative (signed): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City/State/Zip: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

It is understood by the Proposer that Cleveland County reserves the right to reject any and all Proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and rebid this RFP.

\_\_\_\_\_ Proposer  
Date

\_\_\_\_\_ Authorized  
Signature                      Please type or print name

**APPENDIX D –ANTI-COLLUSION**

RFP # 2018-006

I certify that this proposal is made in good faith and without collusion with any other proposer or officer or employee of Cleveland County. Conflict of Interest:

\_\_\_\_\_ (Please Print Name) Date: \_\_\_\_\_

\_\_\_\_\_ Authorized Signature

\_\_\_\_\_ Title

\_\_\_\_\_ E-Mail Address

\_\_\_\_\_ Company Name

# Appendix E

## CLEVELAND COUNTY, NC

### Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents of recipient and sub recipient involved in contracting are to avoid any conflict of interest, even the appearance of a conflict of interest. This conflict of interest can be a direct benefit real or apparent financial or other interest or personal tangible benefit. The Organization 's Board of Directors/Trustees or other governing body, officers, staff and agents of recipient and sub recipient involved in contracting 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 of recipient and sub recipient involved in contracting, 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 of recipient and sub recipient involved in contracting, 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 recipient and sub recipient involved in contracting of the Organization should neither solicit nor accept gratuities, gifts and 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 of recipient and sub recipient involved in contracting. 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 of recipient and sub recipient involved in contracting 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 recipient and sub recipient involved in contracting 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 of recipient and sub recipient;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law; defined as, spouse, partners, and current or soon to be employer;
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 of recipient and sub recipient involved in contracting (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. Which also includes loss of federal; class 1 misdemeanor; voided contract and other remedies for noncompliance listed at 2C.F. R 200.338. Exceptions to the policy are financial interest that is not substantial and unsolicited gifts of nominal value.

**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 boards 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:

---

Name of Organization

---

Signature of Organization Official

---

Date \_\_\_\_\_

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of \_\_\_\_\_

I, \_\_\_\_\_, Notary Public for said County and State, certify that

\_\_\_\_\_ personally appeared before me this day and acknowledged

that he/she is \_\_\_\_\_ of

\_\_\_\_\_ [enter name of entity]

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 \_\_\_\_