

ATHENA Consulting – RFP-2018-008

Questions received 7/5/18

7/5/18

1. Is there an incumbent vendor providing Temporary Staffing Services? If so, please provide the name of the incumbent.

Yes, Personnel Services Unlimited

2. How many temporary staff were placed last year? How many temporary staff were used per labor category?

11.

Work First Coordinator -1 this assignment is for 15 hours per week for 12 months; IM Technical Support- 5-8; the length of the assignment and number of temp workers actually needed varies based on the volume of the community's need. However only one of these workers will work approximately 12 months; Clerical Support- 2 this assignment will range from 1- 3 months and will only be used if needed. We have an expected project that may or may not happen.

Depending on the work flow and when other emergency situations occur, an IM Technical support worker will be utilized to cover these situations.

3. What is the hourly rate charged by the current contractor(s)?

The agency's minimum required hourly rate is \$10.00 per hour for all current positions with the exception of the Work-First Coordinator and the hourly pay is \$18.50. This exception is due to their responsibilities are those of a Social Worker I and this requires someone with a degree. The Coordinator's salary is also based on experience with a range of \$14.31 to \$18.50

AppleOne Employment Services – RFP # 2018-008

Questions received 7/2/18 & Clarifying question receive 7/3/18

QUESTIONS RE: RFP 2018-008

Tuesday, June 2, 2018 – Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services

1.	<p>If applicable, who is the incumbent for these services and for how long have they served Cleveland County in this capacity?</p> <p><i>Personnel Service Unlimited and they have been providing this service to our agency since 1995.</i></p>
2.	<p>What is the anticipated total value of the contract?</p>
3.	<p>What is the County's historical usage and yearly spend of this contract during the past three (3) years?</p> <p><i>2016 - \$232,869.58</i></p> <p><i>2017 - \$135,164.38</i></p> <p><i>2018 - \$149,126.04</i></p>
4.	<p>What specific background checks and/or drug screenings are required?</p> <p><i>Criminal data bases for North Carolina (NCIC) and any other State's criminal data base equivalent to NC's NCIC where the potential worker lived in the last 5 years. (Although the RFP ask for fingerprinting, will accept a police report for the background check). 12 Panel Urine drug screen</i></p>
5.	<p>Can the County clarify what "fingerprint-based background checks" entail? Is this referring to Live Scan? Is this required of all temporary employees?</p> <p><i>Although the RFP ask for "fingerprint-based background checks", will accept a police report for the background check. See the requirement in # 4.</i></p>

	Yes
6.	<p>Will Proposers be allowed to pass through the costs for background checks and drug screens (at no additional markup) to the County?</p> <p><i>No, this requirement should be included in your administrative fee.</i></p>
7.	<p>Would Proposers be disqualified or adversely impacted during the evaluation process if they were to submit exceptions to the County?</p> <p><i>The proposer will not be disqualified based on submitting exceptions. However, we have an obligation to the citizens of Cleveland to provide them a quality service and we need a vendor who can meet the criteria listed in the RFP. Being able to do this will be assessed during the evaluation process.</i></p>
8.	<p>What are the County's current hourly pay and bill rates for the positions listed in the RFP?</p> <p><i>The agency's minimum required hourly rate is \$10.00 per hour for all current positions with the exception of the Work-First Coordinator and the hourly pay is \$18.50. This exception is due to their responsibilities are those of a Social Worker I and this requires someone with a degree. The Coordinator's salary is also based on experience with a range of \$14.31 to \$18.50</i></p>
9.	<p>Can the County provide a sample contract agreement for respondents to review?</p> <p>Yes</p>
10.	<p>With respect to Affordable Care Act (ACA) costs, would the County prefer these charges as a separate line item on the invoices, or instead incorporated directly into each Proposer's administrative fee/mark-up rates? Please clarify.</p> <p><i>As a separate line item on the invoices.</i></p>
11.	<p>If government-mandated costs or expenses are enacted during the contract term, will respondents be allowed to request rate increases to cover these higher rates?</p> <p><i>No, cost due to any increases will only be considered at contract renewals.</i></p>

Clarifying Questions

1. The Submittal Requirements indicate Sections 5, 6 and 9 should include Appendix A. Please clarify what parts of, or in which section, Appendix A should be included.

Appendix A is the submission form. In order to ensure the proposal is completed correctly and, in its entirety, sections 5,6, and 9 provides instructions on what is needed to achieve this.

2. References are requested in Section 3, but also as part of Appendix A. Should we include duplicate reference information in both?

3.

No, only submit one and indicate in the second request the references are included.

4. Please clarify what email address should be used if submitting by email.

kim.lester@clevelandcounty.org

Noor Staffing Group - RFP # 2018-008

Questions received 7/2/18 and

July 5, 2018

Who is/are the current vendor/s?

Personnel Services Unlimited

Will this be an exclusive or non-exclusive contract?

Exclusive

What are the bill and pay rates under the current contract?

The actual cost of the current contract is \$149,126.04 and has currently paid for 11 temporary staff. The agency's minimum required hourly rate is \$10.00 per hour for all current positions with the exception of the Work-First Coordinator and the hourly pay is \$18.50. This exception is due to their responsibilities are those of a Social Worker I and this requires someone with a degree. The Coordinator's salary is also based on experience with a range of \$14.31 to \$18.50

What is the annual budget over the term of the new contract?

This amount varies based on service needs throughout the year, the new contract amount is \$150,000. 55% of this contract amount is used to administer our Energy and Crisis programs which have a set budget and once those funds have been used, the workers are released from their assignments. The other 45% is used for the work-first coordinator and other temporary IM Technical Support/Clerical functions as needed and, on a time, limited basis. Because of this, the contract amount is not a firm amount. This means the payout may or may not be the contracted amount. (This is our standard practice in regards to the Temporary Service Contract; pay per service)

How much was spent on temporary staffing services in 2016, 2017 and 2018 YTD (for the services requested under this RFP)?

2016 - \$232,869.58

2017 - \$135,164.38

2018 - \$149,126.04

How many temporary employees are currently utilized?

11.

The number averages between 3 and 8 throughout the year due to seasonal/temporary programs such as our Low-Income Energy Assistance Program. We currently have 4 temporary staff but will add another in July. We tend to utilize more temporary staff in the hot summer months and winter months. We also use staff for other agency needs throughout the year on a temporary basis.

How many temporary employees will work per category?

Work First Coordinator -1 this assignment is for 15 hours per week for 12 months; IM Technical Support- 5-8; the length of the assignment and number of temp workers actually needed varies based on the volume of community need; Clerical Support- 2 this assignment will range from 1- 3 months.

What is the estimated need of hours per week for temp staff?

15 hours per week for 12 months for the Work first Coordinator and one other staff person works from 10 - 12 months, 40 hours per week. The other staff time is 40 hours per week, with time limited assignments ranging from 1 month to 8 months.

Will this contract require the payrolling of current employees?

The company is required to pay the employees and invoice DSS for the cost.

Are there any subcontracting goals/requirements for this contract?

There are no plans to subcontract this contract.

Are vendors required to have a local office or will out-of-state vendors be considered?

Out-of-State vendors will be considered. However, staff are needed for local, on site services.

Is a North Carolina business registration required?

Yes, a corporation incorporated in another state -- may not transact business in North Carolina until it obtains a certificate of authority from the Secretary of State. N.C.G.S. 55-15-01(a). However, "soliciting or procuring orders" does not constitute transacting business. N.C.G.S. 55-15-01(b)(5).

Can you give job descriptions for the titles within the RFP?

Yes, they are attached

Clerical Support

General Job Description

The primary functions of temporary staff needed in this position varies; however, can be generally categorized in the following manner.

1. Scan and file all documents into the NC FAST case management system
2. Other clerical or support tasks assigned to assist case workers, supervisors, or management.

Primary skill sets needed:

- Excellent reading, comprehension, mathematical, and written documentation skills
- Ability to successfully complete a series of computer based trainings necessary to perform the tasks above.
- Competency working with various computer programs and the ability to learn and become competent with our "NCFAST" case management system.
- Ability to work with Excel spreadsheets.
- Time management skills
- Good customer service and problem solving skills
- Be able to multi task and maintain a fast paced productivity level
- Critical Thinking skills (problem solving, discrepancy resolution, prudent judgment.)

Income Maintenance Technical Support (Processing Assistants)

General Job Description

The primary functions of temporary staff needed in this position varies; however, can be generally categorized in the following manner.

3. Review incoming applications received by mail, drop off, or through the electronic application system, completing the following tasks:
 - Determine the program or programs that the individuals are applying for
 - Assign the case to the appropriate worker based on instructions provided
 - Scan and file all documents into the NC FAST case management system
 - Maintain an accurate and thorough log of all applications received and assigned
4. Review policies and follow instructions to assess various reports, assign to the appropriate worker, and scan/file the documents into the NC FAST case management system.
5. Evaluate mail returned by the post office and research various computer systems to locate correct addresses; update corrected addresses in the case management system, and re-mail returned documents to the corrected address.

6. Contacting outside business partners for additional information needed to determine eligibility. For example, contacting medical providers to verify outstanding balances on medical bills.
7. Other clerical or support tasks assigned to assist case workers, supervisors, or management.

Primary skill sets needed:

- Excellent reading, comprehension, mathematical, and written documentation skills
- Ability to successfully complete a series of computer based trainings necessary to perform the tasks above.
- Competency working with various computer programs and the ability to learn and become competent with our “NCFAST” case management system.
- Ability to work with Excel spreadsheets.
- Time management skills
- Good customer service and problem solving skills
- Be able to multi task and maintain a fast paced productivity level
- Critical Thinking skills (problem solving, discrepancy resolution, prudent judgment.

Energy Worker

General Job Description

The primary functions of temporary staff needed in this position varies; however, can be generally categorized in the following manner.

8. Assist clients to complete Low Income Energy Assistance Program applications.
9. Enter data/responses into the NCFAST case management system
10. Apply state policies to determine eligibility; and/or advise if additional information is needed.
11. Maintain state requirements for accuracy and timely processing.
12. Evaluate reports to ensure accuracy and timeliness is maintained.
13. Scan and file all documents into the NC FAST case management system
14. Contacting outside business partners for additional information needed to determine eligibility.
15. Provide adequate documentation of all client interactions.
16. Other clerical or support tasks assigned to assist case workers, supervisors, or management.

Primary skill sets needed:

- Excellent reading, comprehension, mathematical, and written documentation skills
- Ability to successfully complete a series of computer based trainings necessary to perform the tasks above.

- Competency working with various computer programs and the ability to learn and become competent with our “NCFAST” case management system.
- Ability to work with Excel spreadsheets.
- Time management skills
- Good customer service and problem solving skills
- Be able to multi task and maintain a fast paced productivity level
- Critical Thinking skills (problem solving, discrepancy resolution, prudent judgment.

Work-First Coordinator Job Description

Broad River Grandparents Raising Grandchildren and kinship care Social Worker

To provide Social Worker services to “child only” case’s served by the Work First Program and community. The overall goal for these service will be aimed toward supporting and/or enhancing the lives and futures of the caretakers and children involved.

Job description:

- Development family assessment and planning tools with the assistance of the work first supervisor to utilize when working with “child only” referrals
- Develop protocol with Work First Supervisor and staff to facilitate “child only “case referrals to this worker. Send each referral a packet of information including a brochure about grandparents and kinship care support group and resources.
- Identify and evolving network of community resources to utilize as referral to assist with service delivery to identified families. To provide families with community resources and happenings at monthly group meetings.
- To maintain a file on each family, assessment tools, case planning tools, release of information documents, ongoing documentation and any other requirements of the supervisor. To be able to send program reminders to Work First caseload and other members of the group.
- Meet monthly with advisory board of Broad River Grandparents Raising Grandchildren and Kinship Care support group to plan programs that include discussions, educational, and advocacy programs.
- Keep all information confidential
- To work up to 15 hours per week (tentative schedule Monday 5 hours Tuesday 5 hours and Wednesday 5 hours) Will also work the monthly meetings once a month 4 -5 hours.
- Maintain and submit weekly day sheets that list each client served.
- Complete home visits if needed.
- To recruit volunteers to help with support group meetings for the two children’s groups (4-H group and younger children group)

COGENT Infotech Corporation - RFP # 2018-008

Questions received 6/29/18

July 5, 2018

- With reference to Page# 6, Additional Information Part: Can you please clarify are we required to provide our Business License for the State of NC in response to Valid State/Federal Registrations. If yes, can we provide copy of license at the time of contract award?

Please acknowledge you have a business license with NC and yes it can be provided at the time of the contract award.

- Is there any incumbent for this project or is this for a new project?

Yes, Personnel Services Unlimited.

No, this is not a new project.

- If there was an incumbent, can you please let us know the name of incumbent, their hourly rate and historical spend?

Personnel Services Unlimited, the agency's minimum required hourly rate is \$10.00 per hour for all current positions with the exception of the Work-First Coordinator and the hourly pay is \$18.50. This exception is due to their responsibilities are those of a Social Worker I and this requires someone with a degree. The Coordinator's salary is also based on experience with a range of \$14.31 to \$18.50.

2016 - \$232,869.58

2017 - \$135,164.38

2018 - \$149,126.04

- Is budget allocated for this contract? If yes, can you please let us know the same?

This amount varies based on service needs from year to year, the new contract amount is Yes. The budgeted amount is \$150,000. 55% of this contract amount is used to administer our Energy and Crisis programs which have a set budget for these programs and once those funds have been spent, the workers are released from their assignments. The other 45% is used for the work-first coordinator and other temporary IM Technical Support/clerical functions as needed and, on a time, limited basis. Because of this, the contract amount is not a firm amount. This means the payout may or may not be the contracted amount. (This is our standard practice in regards to the Temporary Service Contract; pay per service)

RedZone Sources - RFP # 2018-008

Question received 7/3/18

July 5, 2018

How long has the incumbent been in place?

Since, 1995.

Premier Staffing Source – RFP-2018-008

Questions received 7/5/18

7/6/18

1. What are the incumbent vendors?

Personnel Services Unlimited.

2. What has been the spend on the current contract?

2016 - \$232,869.58

2017 - \$135,164.38

2018 - \$149,126.04

3. What, if any, service concerns does the County have regarding its current vendors?

We don't have any service concerns regarding our current vendor. We have a great working relationship and they have provided us great candidates many of whom have become permanent employees.

4. Would you please send position descriptions for the positions?

Yes, they are attached.

5. How many awards does the County anticipate making?

This RFP is for the Department of Social Services and because we only utilize a small number of temporary workers, only one vendor will be selected.

Sample Contract Use Only for RFP 2018-008

Contract # _____ Fiscal Year Begins _____ Ends _____

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

1. Contract Documents: This Contract consists of the following documents: (1) This contract (2) The General Terms and Conditions (Attachment A) (3) The Scope of Work, description of services, and rate (Attachment B) (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C) (5) Conflict of Interest (Attachment D) Has to be notarized and on Provider's letterhead (6) No Overdue Taxes (Attachment E) Has to be notarized and on Provider's letterhead (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F) (8) Federal Certification Regarding Lobbying (Attachment G) (9) Federal Certification Regarding Debarment (Attachment H) (10) If applicable, HIPAA Business Associate Addendum (Attachment I) (11) State Certification (Attachment M) (12) E-Verify
These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

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

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

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

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

6. a. There are no matching requirements from the Contractor.

b. The Contractor's matching requirement is \$_____, which shall consist of: In-kind Cash Cash and In-kind Cash and/or In-kind

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

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

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

9. Payment Provisions:

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

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

For the County:

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

For the Contractor:

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

11. *Supplementation of Expenditure of Public Funds:* The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services. 12. *Disbursements:* As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

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

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

14. *Federal Certifications:* Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations.

The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

Specific Language Not Previously Addressed: (can be deleted if not needed)

Attachment A General Terms and Conditions

Relationships of the Parties

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

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

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

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

than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

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Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits: (a) Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract. (b) Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.) (c) Automobile Liability Insurance: The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are: (a) owned by the Contractor and used in the performance of this contract; (b) hired by the Contractor and used in the performance of this contract; and (c) Owned by Contractor's employees and used in performance of this contract ("nonowned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or nonowned -- unless the vehicle is used in the performance of this contract. (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.

(e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract. (f) The Contractor may obtain a waiver of any one or

more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted. (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted. (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract. (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina. (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer. (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph. (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor: The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision,

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the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case

of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

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

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

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

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

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

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

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

(b) Duty to Report: The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twentyfour (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

(c) Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000 : The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements

General Terms and Conditions rev 06-07-2015 Page 6 of 17 and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

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

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions. Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 14359.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, mediafacilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

Miscellaneous

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

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

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

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

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

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

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

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN Contract #
A. CONTRACTOR INFORMATION 1. Contractor Agency Name: 2. If
different from Contract Administrator Information in General Contract: Address
Telephone Number: Fax Number: Email: 3. Name of Program (s): 4.
Status: () Public () Private, Not for Profit () Private, For Profit 5.
Contractor's Financial Reporting Year through

B. Explanation of Services to be provided and to whom (include SIS Service Code): Work first (049), LIEAP (406) Crisis (372), and IM Technical Support and Clerical Support services if needed Codes are application codes instead of SIS Codes. See F. BELOW.

Contractor agrees to:

See attached addendum

DSS agrees to: ▪ Notify the contractor when services are needed. ▪ Provide a work station with the appropriate equipment. ▪ Provide on the job training. ▪ Notify the contractor when services are no longer needed

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

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

2. Negotiated County Rate.

\$15 per hour, Work first- Child Only Coordinator; all other staff \$10.00 per hour

D. Number of units to be provided: The total number of units provided should not exceed the contracted total of . Workers will be hired on an as needed basis. Child only Coordinator will work 15 hours per week per year as long as funds are available. All other workers will be hired on an as needed basis. We are paying more for the Work first Coordinator due to their responsibilities requiring more.

E. Details of Billing process and Time Frames; Bills are to be submitted monthly and DSS will pay those bills within 30 days after receipt.

F. Area to be served/Delivery site(s): Workers will work on site at DSS in the following units as needed, NCFast conversions, Work First, Energy, Crisis, Fraud, Child Services & child support if needed. The Energy/Crisis workers will determine the eligibility for the clientele that applies for services in that area. The work first Coordinator will provide assistance and training for child only families. She will assist the families in meeting their needs beyond the work first assistance. Fraud and Child Services will be converting files to NCFast and will need temp assistance in these areas.

*CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND
CERTIFICATION REGARDING NONDISCRIMINATION*

Cleveland County Department of Social Services

I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Contractor's policy of maintaining a drug-free workplace;

*(3) Any available drug counseling, rehabilitation, and employee assistance programs;
and*

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

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

1. *(Street address) (City, county, state, zip code)*

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2. *(Street address)*

(City, county, state, zip code)

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

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment 45 C.F.R. Sections 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis

of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

Signature Title

Agency/Organization Date

(Certification signature should be same as Contract signature.)

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ATTACHMENT F

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Cleveland County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

Attachment G

CLEVELAND COUNTY DEPARTMENT OF SOCIAL SERVICES

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance

with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A: Paragraph B. (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or

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

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

Paragraph D.

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

ATTACHMENT H

CLEVELAND COUNTY DEPARTMENT OF SOCIAL SERVICES

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

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.*
- 2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.*
- 3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.*

5. *The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.*

6. *The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.*

7. *A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non- procurement List.*

8. *Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.*

9. *Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.*

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

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT I

_____ County Department of Social Services DEPARTMENT OF HEALTH AND HUMAN SERVICES BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the ___ day of _____, by and between _____ (County Department of Social Services) ("Covered Entity") and _____ (name of contractor) ("Business Associate") (collectively the "Parties").

1. BACKGROUND a. Covered Entity and Business Associate are parties to a contract entitled (identify contract) _____ (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity. b. Covered Entity is an organizational unit of ___ County as the ___ County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule. c. 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. d. 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 health 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: a. "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. b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g). c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E. d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. e. "Required By-Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103. f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee. g. 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 a. 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. b. Business Associate

agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

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c. 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. d. 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. e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524. g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526. h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, 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 Covered Entity, or to the ___(name)___ County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the ___(name) County Department of Social Services determining Covered Entity's compliance with the Privacy Rule. i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response. 4. PERMITTED USES AND DISCLOSURES a. 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. b. 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 as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. c. 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, provided that: 1) 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.

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d. 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 CFR 164.504(e)(2)(i)(B). e. 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 a. Term. This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates or by one or both parties with a 30-day notice or unless the offense require immediate termination. b. 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. c. 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 a. This Agreement amends and is part of the Contract. b. 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. c. 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. d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

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14. Signature Warranty:

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

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

Signature Date

Printed Name Title

COUNTY

Signature Who is legally authorized to sign contracts in your county Date

Printed Name Title

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