



# Social Services

## REQUEST FOR PROPOSAL

### MEDICAID TRANSPORTATION RFP #15-004

ISSUE DATE: **July 8, 2014**

ISSUING DEPARTMENT: Durham County Department of Social Services  
Human Services Building  
414 E. Main Street  
Durham, NC 27701

Proposals will be received until **2:00 P.M.**, on **September 2, 2014** to provide **transportation for pre-approved DSS customers to and from medical appointments.**

#### ALL FINAL PROPOSALS SHOULD BE:

**Mailed to:**  
**Judy M. Carden, Contracts Administrator**  
**Durham County Department of Social Services**  
**PO Box 810, Durham, NC 27701-0810**

**Delivered to:**  
**Lobby #28, 2<sup>nd</sup> Floor**  
**Durham County Human Services Building**  
**414 East Main Street, Durham, NC 27701**

Proposals shall be mailed and/or hand delivered to the Issuing Department shown above, and the envelope shall bear the name and number of this Request for Proposals (RFP). It is the sole responsibility of the Bidder to ensure that its proposal reaches the Durham County Department of Social Services by the designated date and hour indicated above.

**In compliance with this Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the goods and services described in accordance with the attached signed proposal.**

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

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

By: \_\_\_\_\_  
Authorized Signature (Black Ink)

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- G. SAMPLE SERVICE CONTRACT
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- I. NO PROPOSAL REPLY FORM
- J. CERTIFICATION REGARDING TRANSPORTATION
- K. VENDOR APPLICATION / W-9 Form
- L. FEDERAL CERTIFICATIONS (**Submit Triplicate Originals**)
- M. CONFLICT OF INTEREST POLICY (**Submit Triplicate Originals**)
- N. OVERDUE TAXES (**Submit Triplicate Originals**)
- O. NOTICE OF CERTAIN REPORTING & AUDIT REQUIREMENTS (**Submit Triplicate Originals**)
- P. VERIFICATION OF 501(C)3 STATUS OR TAX ID NUMBER (**Submit Triplicate Originals**)

# I. INSTRUCTIONS TO BIDDER(S)

1. In order for a Proposal to be considered, it must be based on terms, conditions and specifications contained herein and must be a complete response to this RFP. The Proposal must be single-spaced using a standard font type (Arial, Times New Roman) and standard font size (10-12). The original must be signed by an authorized representative and stamped "ORIGINAL". The ten (10) copies should consist of all documents that are included in the "Original". The "Original" shall be limited to twenty (20) single-sided pages; the ten (10) "Copied" Proposals shall be limited to ten (10) double-sided pages. *A letter of introduction, forms, reports, brochures, dividers, and detailed resumes are not counted in the page requirement.* Each Proposal should be bound in a single volume with all relevant documentation. Pages should be numbered and sections tabbed appropriately. Durham County Department of Social Services may elect to require oral presentations after receipt of the Proposal. One (1) single-sided original and ten (10) double-sided copies of each Proposal shall be submitted to Durham County Department of Social Services. No other distribution of the Proposal shall be made by the Bidder(s).

**2. CONFERENCES:**

A Pre-Proposal Conference will be held from 10:00 A.M. to 11:30 A.M., on July 28, 2014, in the Human Services Building's Public Conference Room "C" located at 414 East Main Street, Durham, NC 27701. The purpose of this Conference is to allow all potential Bidder(s) an opportunity to present questions and obtain clarifications relative to RFP solicitation with Durham County Department of Social Services.

A Technical Assistance Conference will be held from 10:00 A.M. to 11:30 A.M., on August 11, 2014, in the Human Services Building's Public Room "C" located at 414 East Main Street, Durham, NC 27701. The purpose of this Conference is to allow all potential Bidder(s) an opportunity to present technical questions and obtain clarifications relative to this RFP with Durham County Department of Social Services.

While attendance at these Conferences are not a prerequisite to submitting a Proposal, **all potential Bidder(s) are strongly encouraged to attend and read the entire solicitation in advance.**

Questions and responses taken during the Pre-Proposal Conference will be posted on the Durham County Department of Social Services Website (<http://dconc.gov/index.aspx?page=1242>) on July 30, 2014. Questions and responses taken during the Technical Assistance Conference will be posted on the Durham County Department of Social Services Website (<http://dconc.gov/index.aspx?page=1242>) on August 13, 2014.

Any changes to the original RFP resulting from these Conferences will be issued in a written Addendum to the solicitation and posted on the Durham County Department of Social Services Website (<http://dconc.gov/index.aspx?page=1242>).

3. Proposals will be received until 2:00 P.M. on September 2, 2014. Proposals shall be dully marked and/or identified with Bidder Name, Address and RFP Number.
4. All Bidders shall complete and submit the Vendor Application/ W-9 Form. This information will be used to create or update the County's electronic vendor profile files.
5. A Performance Bond and Bid Bond **will not** be required for this project.
6. Questions concerning M/WBE should be directed to Pamela Gales, Assistant Purchasing Manager, at (919) 560-0059.
7. Durham County hereby establishes the following goals for the expenditure of funds with M/WBE's.

Industry	Ethnicity/Race/Gender				
	African American	Asian American	Hispanic American	Native American	Women-Owned
Other Professional Services	7.20%	N/A	N/A	N/A	3.55%

Each Bidder shall make good faith efforts to subcontract the established percentage stated with small business concerns, owned and controlled by M/WBEs. The Bidders are required to submit information about participating M/WBEs with their Bid on the enclosed forms Affidavits A through D and Appendix E. The information shall include the name and address of each M/WBE, a description of the work to be performed by each, and the dollar value of the work to be performed by each. Any Bidder who fails to achieve the indicated M/WBE participation goal stated above is required to provide documentation demonstrating that good faith efforts were made in an attempt to meet the established goal. Any Bid that does not include M/WBE information and documentation may be considered non-responsive. A complete copy of the County's Minority and Women Business Enterprise ordinance may be obtained by contacting the Purchasing Division at (919) 560-0051.

A M/WBE is a business that is at least 51% owned and controlled by minority group members or women. A M/WBE is bona fide only if the minority group or female ownership interests are real and continuing and not created solely to meet the M/WBE requirement. In addition, the M/WBE shall itself perform satisfactory work or service or provide supplies under the contract and not act as a conduit. The contractual relationship shall be bona fide owned and controlled as: (1) a sole proprietorship legitimately owned by an individual who is a minority group member or female; (2) a partnership or joint venture controlled by minorities and/or females;; (3) a corporation or other entities controlled by minorities or females, and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are legitimately held by minorities and/or females. These persons shall control the management and operations of the business on a day-to-day basis:

A person who is a citizen or lawful permanent resident of the United States and who is:

a "Black American"; a person having origins in any of the black racial groups of Africa;

a "Hispanic American"; a person of Spanish culture with origins in Mexico, Central or South America, or the Caribbean, regardless of race;

a "Native American Indian tribe"; a federally recognized Indian tribe means a Indian tribe, or band, nation, racheria, pueblo, colony, or other organized group or community, including any Alaska native village, which is recognized by the Secretary of the Interior on October 1, 1985 as having special rights and is recognized as eligible for service provided by the United States to Indians because of their status as Indians, a tribe that has a pending application for Federal recognition on October 1, 1985.

8. Should a Bidder find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, he/she should at once notify the Issuing Department, and a written addendum shall be issued. The Department will not be responsible for any oral instructions. Acknowledgment of any addendum received shall be noted on the proposal in the attachment provided. In closing of a contract, any addendum issued shall become a part thereof.
9. The Department reserves the right to reject any and all proposals, and to waive any informality in proposals unless otherwise specified by the Bidder.
10. The Bidder shall not represent itself to be an agent of the Department.

11. The following forms and information **must be** returned with your Proposal. Use a standard font type (Arial, Times New Roman) and standard font size (10-12). Each original Proposal must be single spaced and single-sided; copies must be double-sided. If any form is not applicable to your Proposal, please indicate by "N/A" on that form being sure to include it in your Proposal.

- 1 Original Proposal**  
([Single-Spaced, Single-Sided, limited to 20 Pages, Marked "ORIGINAL"](#))
- 10 Copied Proposals**  
([Single-Spaced, Double-Sided, limited to 10 Pages](#))
- Proposal Contact Person (Cover Page)**
- Proposal Form (Attachment B)**  
([Addenda issued must be acknowledged on the Bid/Proposal Form](#)) (**Attachment C**)
- Non-Collusion Affidavit (Attachment D)**
- Certificate of Insurance (Attachment H)**
- Vendor Application / W-9 Form (Attachment K, Part 1 & 2)**
- Responses to the Qualifications and Submission Requirements ([Return Page 13 along with responses](#)) (Attachment Q)**
- M/WBE Forms: (Attachment F)**
- **Affidavit A and C**  
([Submitted if your company has M/WBE participation](#))
  - **Affidavit B**  
([Required if your company has no opportunity to sub-contract and will complete all work with their own work force. No other Affidavits must be returned.](#))
  - **Affidavit D**  
([Submitted only by the apparent lowest responsible, responsive bidder\(s\) within seventy-two \(72\) hours after bid closing date.](#))
  - **The apparent lowest responsible Bidder(s) shall file within thirty (30) days after the award of the contract a list of all identified subcontractors that the Contractor (Bidder) will use on the project.**
- Federal Certifications ([Submit Triplicate Originals](#)) (Attachment L)**
- Certification Regarding Transportation ([Submit Triplicate Originals](#)) (Attachment J)**
- Conflict of Interest Policy ([Submit Triplicate Originals](#)) (Attachment M)**
- Overdue Taxes ([Submit Triplicate Originals](#)) (Attachment N)**
- Notice of Certain Reporting & Audit Requirements ([Submit Triplicate Originals](#)) (Attachment O)**
- Verification of 501(C)3 Status OR Tax ID Number ([Submit Triplicate Originals](#)) (Attachment P, Part 1 OR 2)**

The above information must be provided as required. Failure to submit these documents may be grounds for rejection of the Proposal.

**END OF INSTRUCTIONS TO BIDDERS**

## II. SCOPE OF WORK FY 2014-2015

### Medicaid Transportation

1. **INTRODUCTION/PURPOSE/BACKGROUND:** The mission of the Durham County Department of Social Services (Department) is to partner with families and the community in achieving well-being through prosperity, permanence, safety and support. Our vision is a community where families achieve well-being. The Department provides economic services programs including Work First, Medicaid, Child Support, Child Day Care Subsidy and Food Stamps as well as social work services, including Child Protective Services, Foster Care, Adoption, Adult Protective Services, Group Care and Crisis Assistance. With a staff of more than 475 serving more than 50,000 Durham residents annually, the Department is challenged to meet a rising demand for services. To learn more about the services and programs offered by the Department, visit the County's website at: <http://www.durhamcountync.gov/departments/dssv>.

The purpose and intent of this Request for Proposal (RFP) is to solicit proposals from qualified Contractor(s) to establish a contract to provide: Transportation for pre-approved Department customers to and from medical appointments.

Contractor shall agree to keep confidential any information about a client which is shared by the Department.

The initial term of the contract is from **November 15, 2014** through **June 30, 2015**, with the option to renew by the Department for one (1) successive one (1) year periods under the same terms and conditions. Any renewal shall be based on satisfactory performance by the Contractor during the previous years for the services provided.

2. **TARGET POPULATION(S)/STATEMENT OF NEED(S)/SERVICE DESCRIPTION:** Transportation services shall include Medicaid-approved customers who require point-to-point travel assistance to medical appointments. In general, Medicaid-approved customers are allowed freedom of choice when determining their transportation requirements. However, the least expensive means of transportation is required when determining approval. This contract concerns customers who are Medicaid approved and due to health problems require more substantial assistance from a coordinated transportation provider as less expensive options such as bus tickets do not meet their needs. Contractor will pick up customers at their residence and take them directly to their medical appointments at various locations in Durham County, the Brier Creek area and UNC Hospital. Transportation shall include the following:
  - Door to door pick up service
  - Ability to manage customers with durable medical equipment, such as walkers, canes, oxygen devices, and wheelchairs
  - Hands-on assistance from the front door of customer's pick up location to the front door of the medical establishment
  - Services will be provided between 8:30a.m. to 6:00p.m. Monday through Friday, except holidays
  - An inclement weather schedule that generally follows Durham Public Schools policy will be in effect.

3. **QUALIFICATIONS/REQUIREMENTS OF CONTRACTOR:** Contractor must provide drivers that have a valid driver's license and have acceptable driving records, which shall be reviewed every twelve (12) months. Applicants for driver positions shall be required to submit to a drug and alcohol test (49 CFR, Chapter 1, 199.105 (a) and submit a copy of their driving record for the last three (3) years prior to the date of application. Driving records may be obtained from the Department of Motor Vehicles (DMV). Accept the DMV information provided by the applicant unless questionable. Minimum age limit of a driver is eighteen (18) years and properly licensed to drive the specific vehicle used to transport recipients. An acceptable driving record includes having no more than two (2) chargeable accidents or moving violations in the past three (3) years and not having a driver's license suspension or revocation within the past five (5) years. All drivers must have passed a criminal background check prior to enlistment and every three (3) years thereafter. All drivers must be included in random selection for drug and alcohol testing annually at the Contractor's expense. At least half of all drivers must be drug tested annually (49 CFR, Chapter 1, 199.105 (c)). All vehicles must have valid state registration and inspections. All available vehicles shall be adequately insured and maintained, with documentation supporting both. Currently, \$1.5 million liability insurance coverage is required on vehicles with a seating capacity of fifteen (15) passengers or less and \$5 million liability insurance coverage is required on vehicles with a seating capacity of sixteen (16) passengers or more, including the driver. Contractor shall provide names of all owners, managers, management entities and subcontractors, and provide changes such as insurance provider, business ownership or management or exclusion from participation in Medicaid and Medicare. Department shall check state and federal data bases to assure that Contractor, including the owners and managers, are not excluded from participation in federal health care programs. Contractor shall complete DMA-5124 at the time a contract is executed, renewed and when there is a change in ownership or management. Contractor shall provide necessary information for the exclusionary checks, including name of business, social security number of those having five percent (5%) or more ownership in business, and tax I.D. number.
4. **INVOICE PAYMENT:** Invoices submitted will be paid net thirty (30) days. Invoices shall be forwarded to the Designated Point of Contact for review and payment approval. Contractor shall use provided transportation billing codes on invoices to Department for reimbursement. Department does not pay for no-shows, regardless of whether or not a client cancels their transportation prior to Contractor sending a vehicle to transport a client.
5. **RENEWAL PROCESS:** This contract may be renewed by the Department for a period of one (1) additional one (1) year periods under the terms and conditions on the original contract. Price increases may be negotiated only at time of renewal. Written notice of the intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period.
6. **DEPARTMENT DESIGNATED POINT OF CONTACT:** For purposes of questions about this contract, Program Manager for Quality Assurance and Training, Lynn Thomas, is the person to contact. Ms. Thomas can be reached at 919-560-8033. For purposes of a customer service need, please contact Medicaid Transportation Supervisor, Kyna Lewis, at 919-560-8140.
7. **PROCESS FOR ENTERING/EXITING/COMPLETING SERVICE:** A Department's Administrative staff person will certify that a customer is approved to receive transportation services. If and when a customer is no longer certified to ride, it will be reported to the Contractor within forty (40) hours.
8. **MONITORING PLAN SCHEDULE:** Contract monitoring shall take place on a quarterly basis. Contractor shall allow monitoring of records to ensure that all contract requirements are met. Contract monitoring visits shall be conducted on a schedule designated by the Department.

9. **OUTCOMES OF CONTRACT:** A Contractor is expected to have sufficient vehicles and drivers to meet the transportation needs of Department's customers; specifically a fleet of vehicles and sufficient drivers to meet at least two hundred (200) trips per month. Department's customers are expected to arrive on time to their medical appointments, with no more than one quarter of one percent of all trips where Contractor is a no-show during the course of the contract year, and no more than five percent (5%) of trips should be late for recipient drop-off to their appointment per month. Contractor shall report all no-shows on a daily basis and cancellations on a monthly basis. Contractor will be able to document when a customer is picked up and at what time they arrive to their appointment. All drivers will be courteous and respectful of Department's customers. Customer complaints of poor service or discourteous drivers shall be properly and thoroughly investigated and reported to the Department. All recipient complaints which deal with matters within the Contractor control, must be recorded, include the recipient's name, date of complaint, nature of the complaint, and what steps, if any, were taken to resolve the complaint. This information should be provided to Department at least monthly.

10. **DEPARTMENT'S RESPONSIBILITIES:** It is the responsibility of the Department to certify that a customer is approved to receive transportation. The Department will review records held by the selected Contractor to ensure drivers have a valid driver's license, a background check is conducted before starting employment or volunteering and every three (3) years thereafter and are drivers in good-standing.

Department will also provide Contractor with Trip Verification forms (DCDSS 5118) that are to be distributed to each Department's Medicaid Transportation client as they exit the vehicle, taken to the health care provider for signature and returned to the driver of the vehicle when the client is picked up by Contractor's driver. The collected 5118 forms will then be returned to Department along with the invoice each month.

11. **LIST OF DELIVERABLES:** Contractor is responsible for ensuring that Department's customers arrive to their medical appointments on time. A Contractor shall assist a customer from their front door to the vehicle as needed. Assistance shall be provided, as needed, into the medical establishment and from the medical establishment to the vehicle. Upon completion of their appointment, a Department's customer shall be picked up within thirty (30) minutes after informing the Contractor that their appointment is completed. Records are expected to be kept regarding all transportation provided. Any customer complaints of service or behavior by the drivers shall be investigated and reported to the Department. Poor or unsafe driving shall be reported to the Department. Unsafe drivers shall be disciplined or terminated as appropriate by the Contractor. The Contractor is required to maintain records with documentation of compliance with **all** aspects of the contract.

In addition, the following requirements will be met by Contractor.

1. A guarantee that the Contractor will meet all safety and liability requirements for its vehicles and employees as specified in MA-2910/3550, IX, B-G.
2. Contractor has an obligation to maintain records documenting compliance with all vehicles and employee requirements specified in MA-2910/3550, IX, B-G.



3. Contractor will provide the names of all owners, managers, management entities, and subcontractors.
4. Contractor will report any changes such as insurance provider, business ownership or management, or exclusion from participation in Medicare.
5. Contractor will allow monitoring of records to ensure that all contract requirements are met. Contractor shall also comply with audit requirements as described in N.C.G.S. 143C-2-22 & 23 and OMB Circular A-133.
6. Contractor shall disclose all information required by 42 U.S.C. 455.104, or 42 USC 455.105 or 42 USC 455.106. Prior to entering into a contract, annually at the time of contract renewal, and when there is a change in ownership or management, the contractor will complete form DMA-5124 disclosing ownership information for each owner who has direct or indirect ownership or control interest of 5% or more in the organization or entity. Contractor must also disclose for each individual officer, director, managing employee (general manager, business manager, administrator) and Electronic funds Transfer (EFT) authorized individual. Failure to provide the required information may result in a denial for participation in a contract/agreement with the Department.
7. Contractor has an obligation to report all no-shows on a daily basis and cancellations on a monthly basis.
8. Contractor is obligated to record all recipient complaints that deal with matters within Contractor's control, including the date of the complaint, the nature of the complaint, and what steps were taken to resolve the complaint.
9. Contractor is obligated to use the provided transportation billing codes on invoices to Department for reimbursements.
10. Invoices will clearly state for each trip the following: date of each one way trip, name of the client transported, client's Medicaid ID number, address where picked up, address where dropped off, flat rate charged for each one way trip, Medicaid billing code, total number of unduplicated clients transported each month, total number of one way trips transported, total number of cancellations. Each invoice is accompanied by a completed DMA-2055 form that includes the number of no-shows each month.
11. Contractor will distribute a Trip Verification form (DCDSS 5118) to each Department's Medicaid Transportation client as they exit the vehicle and have the driver of the vehicle collect the completed form from the client when the client is picked up by the Contractor's driver. The collected 5118 forms will then be returned to Department along with the invoice each month. Department will provide Contractor with the Trip Verification form for distribution to each client.
12. Contractor will not transport any clients, including dialysis clients, unless the Contractor has a trip authorization from Department prior to the trip for a specified period. For example, dialysis clients are approved for maximum thirty days at a time. The Department is to be contacted first by the client or their designee for authorization for all other trips. If the client makes ongoing trips, Department will specify to Contractor the amount of time that the approval covers.
13. Contractor must have the capacity to accept email trip verifications from the Department to be used as authorization for each individual trip for a Department's client.
14. Contractor will provide the Department a copy of their conduct policy that pertains to transporting Department's clients that may jeopardize the safety of other passengers and/or the driver.

In addition, Contractor must include a current version of "Attachment J-Certification Regarding Transportation," dated 07-12. (See attached) This includes the following:

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

1. Ensuring that all drivers (including employees, Contractor, Contractor's employees, and volunteers) shall be at least 18 years of age;
2. Ensuring that all drivers (including employees, Contractor, Contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle Requirements; (see attached)
3. Ensuring that applicants for driver positions shall be required to submit to a drug and alcohol test (49 CFR, Chapter 1, 199.105 (a) prior to beginning work as a driver.
4. Ensuring that all drivers must be included in random selection for drug and alcohol testing annually at the Contractor's expense. At least half of all drivers must be drug tested annually (49 CFR, Chapter 1, 199.105 (c)).
5. Ensuring that when an accident occurs, the driver submits to a drug and alcohol test as soon as possible, but not more than 32 hours after the accident. (49 CFR, Chapter 1, 199.105 (b)).
6. Ensuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the N.C. Utilities Commission;
7. Ensuring that Contractor shall have written policies and procedures regarding how drivers handle and report client misconduct, client emergencies and/or vehicle crashes involving clients to Contractor and how Contractor notifies Department.
8. Ensuring that no more than ¼ of one percent of all trips are missed by Contractor during the course of the contract period.
9. Ensuring that no more than 5% of trips should be late for recipient drop-off to their appointment per month;
10. Contractor will maintain records documenting the following (Department may require Contractor to provide):
  - a. Valid current copies of Drivers' License for all drivers;
  - b. Current valid Vehicle Registration, for all vehicles transporting clients;
  - c. Driving records for all drivers for the past three (3) years and with annual updates;
  - d. Department shall require both private and public contract transportation vendors to participate in a random alcohol and drug testing program which meets the requirements of the Federal Transit Authority (FTA) (see [http://www.access.gpo.gov/nara/cfr/waisidx\\_09/49cfr655\\_09.html](http://www.access.gpo.gov/nara/cfr/waisidx_09/49cfr655_09.html)). The vendors shall be contractually obligated to pay for the alcohol and drug testing program.
  - e. Contractor shall perform a criminal background check on all employed or volunteer drivers through the North Carolina Law Enforcement Division or, if not a resident of North Carolina for at least five (5) consecutive years, the National Crime Information Center (NCIC) prior to employment or volunteer enlistment and every three years thereafter. Conviction, guilty plea or plea of no contest to any of the following is grounds for disqualification from employment/volunteer service:
    - i. Murder,
    - ii. Rape or aggravated sexual abuse,
    - iii. Kidnapping or hostage taking,
    - iv. Assault inflicting serious bodily injury,
    - v. A federal crime of terrorism,
    - vi. Unlawful possession, use, sale, distribution, or manufacture of an explosive device,
    - vii. Unlawful possession, use, sale, distribution, or manufacture of a weapon,
    - viii. Elder abuse/exploitation,
    - ix. Child abuse/neglect,
    - x. Illegal sale or possession of a Schedule I or II controlled substance,
    - xi. Conspiracy to commit any of the above.

11. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid, or Title XX programs.
12. **SPECIAL STAFFING/TECHNICAL/EQUIPMENT NEEDS:** All vehicles utilized by a Contractor shall be properly maintained and in good working order and be clean. Vehicle inspections shall be done on time and records properly kept on any maintenance required. All drivers shall have a valid driver's license and be in good-standing. All drivers will be at least eighteen (18) years of age or older. A Contractor shall have policies in place with how to manage drivers that have accidents, or drive unsafely. These incidences shall be reported to the Department. It is expected that a driver shall also know the Contractor's policy when they have an accident, and to follow the policy. The Contractor will ensure that when an accident occurs, the driver submits to a drug and alcohol test as soon as possible, but not more than 32 hours after the accident. (49 CFR, Chapter 1, 199.105 (b)).
13. **DRUG FREE WORKPLACE:** The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on Departmental property is prohibited.
- The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs, and;
  - Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

Alcohol and drug testing of Contractor's drivers shall be completed randomly by the Contractor at the Contractor's expense.

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Department in addition to any criminal penalties that may result from such conduct.

14. **Title VI Regulations:** Department is required, annually, to ensure that the Contractor collects and maintains the following information about Title VI Training:
- Date(s) of Title VI Training
  - Title of Title VI Training
  - Name and Title of Each Attendee

Title VI Training should include, but not limited to:

- Language assistance policies and procedures, resources available to support such procedures, methods of effective use of interpreters, and familiarization with the discrimination complaint process
- Cultural awareness information, including specific cultural characteristics of the groups served by Contractor to provide a better understanding of, and sensitivity to, the various cultural groups to ensure equal delivery of services.

By March 1<sup>st</sup>, of each year, Contractor is to provide Department's Designated Point of Contact with a complete listing of Contractor's staff that provides direct service to Department's clients that verifies they have completed Title VI Training.

15. **BEHAVIOR OF CONTRACTOR'S PERSONNEL:** The Department is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment of the Department.

All Contractor's staff performing work/services at a Department's facility shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the Department's premises, including, but not limited to race, religion, color, sex, or national origin, or disabilities. Such harassment is unacceptable and will not be condoned in any form by the Department.

If such conduct occurs, the Contractor will take all necessary steps to stop it and prevent its future occurrence, including but not limited to the immediate dismissal of personnel. This policy shall be strictly enforced.

16. **CANCELLATION OF CONTRACT:** The Department reserves the right to cancel and terminate any resulting contract(s), in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor. Any contract cancellation shall not relieve the Contractor of the obligation to deliver and/or perform services on all outstanding orders issued prior to the effective date of cancellation.

17. **QUALIFICATIONS OF BIDDERS:** The Department may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Department all such information and data for this purpose as may be requested. The Department reserves the right to inspect the Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The Department further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

### III. QUALIFICATIONS AND SUBMISSION REQUIREMENTS

Durham County Department of Social Services will receive written responses until **2:00 P.M.** on **September 2, 2014**, in Lobby #28 on the 2<sup>nd</sup> Floor at the Durham County Human Services Building located at 414 East Main Street, Durham, NC 27701. **Responses received after this time will not be accepted.**

Responses submitted should be concise. They must be **single-spaced** using a **standard font type** (Arial, Times New Roman) and **standard font size** (10-12). The original must be signed by an authorized representative and **stamped "ORIGINAL"**. The **ten (10) copies** should consist of all documents that are included in the "Original". **The "Original" Bid/Proposal shall be limited to twenty (20) single-sided pages**; the ten (10) **"Copied" Bid/Proposals shall be limited to ten (10) double-sided pages**. *A letter of introduction, forms, reports, brochures, dividers, and detailed resumes are not counted in the page requirement.* Each Bid/Proposal should be **bound in a single volume** with all relevant documentation. Pages should be numbered and sections tabbed appropriately. Durham County Department of Social Services may elect to require oral presentations after receipt of the Bid/Proposals. **One (1) single-sided original and ten (10) double-sided copies** of each Bid/Proposal shall be submitted to Durham County Department of Social Services. No other distribution of the Bid/Proposal shall be made by the Bidder(s). All respondents shall address the following, at a minimum, and should conform to the numbering system used below:

1. Statement substantiating the firm's understanding of project objectives and task assignments.
2. Explanation of your approach to or general methods used to do the work.
3. Firm or Individual background and history.
  - a. Brief history of the firm or individual.
  - b. Resumes of principles and key personnel.
4. A listing of similar work performed by your firm over the last 5 years.
5. Proposed project manager (person directly responsible for production of work).
6. Three (3) business related references.
7. Describe previous litigation or arbitration in which your firm has been involved during the past five (5) years.
8. Describe any involvement that your firm, its employees, or its owner(s) have that may constitute a conflict of interest.
9. Complete the following statements and attach any supporting explanations and documentation: *(All certifications as noted below are subject to verification prior to awarding a contract.)*
  - a. Has the bidding firm been involved in one or more motor vehicle accidents in the past three years?  No  Yes [If yes, provide details below and indicate whether any action is pending or unresolved]
  - b. Has the bidding firm had injuries of passengers in the past three years?  No  Yes [If yes, provide the date(s) of occurrence, what happened and how it was/they were resolved.]
  - c. Has the bidding firm had moving violations by drivers in the past three years?  No  Yes [If yes, provide the date(s) of occurrence, what happened and how it was/they were resolved.]
  - d. Has the bidding firm had passenger complaints in the past three years?  No  Yes [If yes, provide the date(s) of occurrence, what happened and how it was/they were resolved.]

Name of Bidder: \_\_\_\_\_

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

Date: \_\_\_\_\_

## IV. Evaluation and Award Criteria

### 1. Evaluation Criteria

Proposals will be evaluated using the following criteria:

- a) Experience in providing this type of service for this size contract
- b) Qualifications of staff to be assigned to this project
- c) Specific plans and methodology for providing the proposed services
- d) References from at least three (3) similar business relationships
- e) Financial stability
- f) Price – Include a detailed budget
- g) Training Requirements
- h) Compliance with Durham County M/WBE Requirements
- i) Review of history of litigation or arbitration.
- j) Review of history of motor vehicle accidents, history of injuries to passengers, history of moving violations and history of passenger complaints?
- k) Submission of complete packet

### 2. Award of Contract

Durham County Department of Social Services reserves the right to award to multiple Bidders(s) or to a single Bidder deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals. Price shall be considered, but shall not be the sole determining factor. Once the proposals are ranked and the most responsive, responsible proposal(s) are determined, the Department may conduct further negotiations, and/or request presentations to assist in the clarification of contract terms and conditions.



Social Services

**LEGAL NOTICE**

**MEDICAID TRANSPORTATION**

**REQUEST FOR PROPOSALS  
(RFP #15-004)**

Pursuant to North Carolina General Statutes 143-129, Durham County Department of Social Services will receive proposals for **Medicaid Transportation (RFP #15-004)** until **2:00 P.M. on September 2, 2014**, in Lobby #28 on the 2<sup>nd</sup> Floor at the Durham County Human Services Building located at **414 East Main Street, Durham, North Carolina, 27701**. No bids will be accepted after the official time and date.

A Pre-Proposal Conference will be held on **July 28, 2014** from **10:00A.M. to 11:30A.M.**, in the **Human Services Building's Public Conference Room "C"** located at **414 East Main Street, Durham, North Carolina, 27701**.

A Technical Assistance Conference will be held on **August 11, 2014** from **10:00A.M. to 11:30A.M.**, in the **Human Services Building's Public Conference Room "C"** located at **414 East Main Street, Durham, North Carolina, 27701**.

Copies of the solicitation may be obtained at <http://dconc.gov/index.aspx?page=1242> or by contacting Judy Carden, at the Department of Social Services, at [jcarden@dconc.gov](mailto:jcarden@dconc.gov) or (919) 560-8118.

The Durham County Department of Social Services reserves the right to accept or reject, in whole or in part, such bids/proposals as appears in its judgment to be in the best interest of the Department.

**Publication Date: July 20, 2014  
July 23, 2014  
July 27, 2014**

# PROPOSAL FORM

The Durham County Department of Social Services invites your sealed proposal for:

**Medicaid Transportation (RFP #15-004)**

To be received until **2:00 P.M. on September 2, 2014** in Lobby #28 on the 2<sup>nd</sup> Floor at the Durham County Human Services Building, 414 East Main Street, Durham, NC 27701.

=====

In accordance with the attached instructions, terms, conditions, and specifications, we submit the following proposal to the Durham County Department of Social Services.

=====

**PROPOSED COST**

*(Please provide a detailed budget description that includes the **one way flat trip rate** that will be charged for each one way trip.)*

\$ \_\_\_\_\_

1. I certify that the Bidder has sufficient financial capacity to provide the proposed services on a reimbursement basis.     Yes     No
2. I certify that the contents of this proposal are known to no one outside the firm, and to the best of my knowledge all requirements have been complied with.

Name of Bidder: \_\_\_\_\_

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



**ADDENDUM ACKNOWLEDGEMENT**

Receipt of the following Addendum/Addenda is/are acknowledged:

Addendum no. \_\_\_\_\_ Date \_\_\_\_\_

Addendum no. \_\_\_\_\_ Date \_\_\_\_\_

Addendum no. \_\_\_\_\_ Date \_\_\_\_\_

Addendum no. \_\_\_\_\_ Date \_\_\_\_\_

Addendum no. \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NON-COLLUSION AFFIDAVIT

State of North Carolina  
Durham County Department of Social Services

I \_\_\_\_\_, being first duly sworn, deposes and says that:

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

\_\_\_\_\_  
*Signature of Bidder*

\_\_\_\_\_  
*Date*

Subscribed and sworn before me,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
TITLE

Notary Public  
My Commission Expires \_\_\_\_\_

## **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the Contractor(s) agrees as follows:

- A. The Contractor(s) will not discriminate against any employee or applicant for employment because of race, handicap, age, color, religion, sex, or national origin. The Contractor(s) will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, handicap, age, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor(s) agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the nondiscrimination clause.
- B. The Contractor(s) will in all solicitations or advertisements for employees placed by or on behalf of the Contractor(s) state that all qualified applicants will receive consideration for employment without regard to race, handicap, age, color, religion, sex, or national origin.
- C. The Contractor(s) will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the labor union or workers' representative of the Contractor(s)'s commitments under the Equal Employment Opportunity section of this contract and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. In the event of the Contractor(s)'s noncompliance with nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor(s) may be declared ineligible for further Durham County Department of Social Services contracts.
- E. The Contractor(s) will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Board of County Commissioners of the County of Durham, North Carolina so that such provisions will be binding such subcontractor or vendor.

**M/WBE FORMS**

(Affidavits A-D and Appendix E)

ATTACHMENT F

ATTACH TO BID

State of North Carolina AFFIDAVIT A - List of the Good Faith Effort

COUNTY OF DURHAM

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:  
(A minimum of 5 areas must be checked in order to have achieved a "good faith effort")

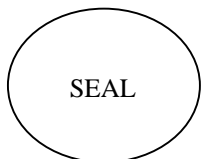
- 1-Contacted minority businesses that reasonably could have expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2-Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3-Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4-Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority business.
- 5-Attended pre-bid meetings scheduled by the public owner.
- 6-Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7-Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8-Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the Bidder's suppliers in order to help minority businesses in establishing credit.
- 9-Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10-Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands.

In accordance with GS 143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.  
The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

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

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_

**ATTACHMENT F**

**ATTACH TO BID – IF YOU ARE NOT UTILIZING SUBCONTRACTORS**

**State of North Carolina AFFIDAVIT B - Intent to Perform Contract with Own Workforce**

**COUNTY OF DURHAM**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for  
the \_\_\_\_\_ contract.  
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

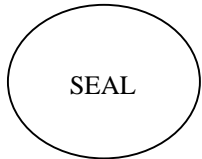
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

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

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_

**ATTACHMENT F**

**ATTACH TO BID - IF YOU HAVE M/WBE PARTICIPATION**

**State of North Carolina AFFIDAVIT C - Portion of the Work to be Performed by Minority Firms**

**COUNTY OF DURHAM**

Durham County Goals for M/WBE Participation in the Procurement of Goods, Services and Construction

<b>Ethnicity/Race/Gender Industry</b>	<b>African American</b>	<b>Asian American</b>	<b>Hispanic American</b>	<b>Native American</b>	<b>Women-Owned</b>
Construction	2.61%	N/A	N/A	N/A	3.98%
Construction Subcontracting	14.67%	N/A	2.14%	N/A	10.76%
Professional Services (including Architecture and Engineering)	N/A	N/A	N/A	N/A	N/A
Other Professional Services	7.20%	N/A	N/A	N/A	3.55%
Goods/Supplies	N/A	N/A	N/A	N/A	12.05%

Affidavit of \_\_\_\_\_ I do hereby certify that on the \_\_\_\_\_  
 (Name of Bidder)

\_\_\_\_\_ (Project Name)

Project ID No. \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with minority businesses enterprises. Work will be subcontracted to the following firms listed below. Attach additional sheets if needed.

Firm Name(Street Address/Zip/Telephone)	*Minority Category	Work Description	Dollar Value	Percentage of Goal

**\*Minority categories:** Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (I), Female (**F**)

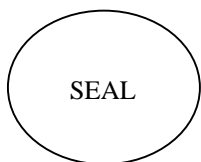
Pursuant to GS 143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

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

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 Notary Public \_\_\_\_\_  
 My commission expires \_\_\_\_\_

**DO NOT SUBMIT WITH THE BID      DO NOT SUBMIT WITH THE BID      DO NOT SUBMIT WITH THE BID**  
**(NOTE: This form is to be submitted only by the apparent lowest responsible, responsive bidder.)**

If you do not meet the M/WBE Goal, the Bidder shall provide the following documentation of his Good Faith Efforts within **72 hours** after notification of being the low bidder.

**State of North Carolina AFFIDAVIT D - Good Faith Efforts  
 COUNTY OF DURHAM**

Durham County Goals for M/WBE Participation in the Procurement of goods, Services, and Construction

Industry	African American	Asian American	Hispanic American	Native American	Women-Owned
Construction	2.61%	N/A	N/A	N/A	3.98%
Construction Subcontracting	14.67%	N/A	2.14%	N/A	10.76%
Professional Services (including Architecture and Engineering)	N/A	N/A	N/A	N/A	N/A
Other Professional Services	7.20%	N/A	N/A	N/A	3.55%
Goods/Supplies	N/A	N/A	N/A	N/A	12.05%

Affidavit of \_\_\_\_\_  
 (Name of Bidder)

I do certify the attached documentation as true and accurate representation of my good faith efforts.

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with minority businesses enterprises. Work will be subcontracted to the following firms listed below. Attach additional sheets if needed.

Name (Street Address/Zip/Telephone)	*Minority Category	Work description	Dollar Value	Percentage of Goal

**\*Minority categories:** Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**)

Documentation of the Bidder's good faith efforts to meet the goals set forth in the provisions. Examples of documentation include, but are not limited to, the following evidence:

- A. Copies of solicitation for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.



- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need to equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

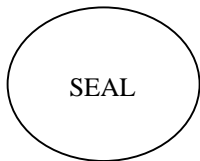
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

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

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 Notary Public \_\_\_\_\_  
 My commission expires \_\_\_\_\_

**ATTACHMENT F**

**APPENDIX E**

**MWBE DOCUMENTATION FOR CONTRACT PAYMENTS**

Prime Contractor/Architect: \_\_\_\_\_

Address & Phone: \_\_\_\_\_

Project Name: \_\_\_\_\_

Pay Application #: \_\_\_\_\_ Period: \_\_\_\_\_

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

Firm Name	*Minority Category	Total Contract Amount	Amount Paid this Period	Total Payment Amount to date	Percentage of Work Completed	Scheduled Start Date	Scheduled End Date

**\*Minority categories:** Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F)

Date: \_\_\_\_\_ Approved/Certified By: \_\_\_\_\_

Name

\_\_\_\_\_ Title

\_\_\_\_\_ Signature

**\*THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT\***

**NORTH CAROLINA  
DURHAM COUNTY  
DEPARTMENT OF SOCIAL SERVICES**

**SERVICE CONTRACT**

**THIS CONTRACT** is made, and entered into this the \_\_ day of \_\_\_\_, \_\_, by and between the **DURHAM COUNTY DEPARTMENT OF SOCIAL SERVICES**, a political subdivision of the State of North Carolina, (hereinafter referred to as “DEPARTMENT”), and **XXX COMPANY** a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as “CONTRACTOR”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in “Attachment 1” (hereinafter collectively referred to as “Services”). Attachment 1 is hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance.

The DEPARTMENT will perform on-going contract monitoring to ensure that the terms of this contract are complied with. CONTRACTOR agrees to cooperate with the DEPARTMENT in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by CONTRACTOR.

- 2. TERM OF CONTRACT.** The Term of this contract for services is from \_\_\_\_\_ to \_\_\_\_\_ unless sooner terminated as provided herein.

- 3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from DEPARTMENT an amount not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as full compensation for the provision of Services. DEPARTMENT agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the DEPARTMENT, in accordance with this contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to DEPARTMENT by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by DEPARTMENT.

- 4. INDEPENDENT CONTRACTOR.** DEPARTMENT and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of DEPARTMENT for any purpose in the performance of CONTRACTOR’s duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR’s activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

- 5. INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the DEPARTMENT and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or mediation) arising out of or resulting from CONTRACTOR’s performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and  
\$ 100,000 --- Property Damage Liability, or  
\$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage

CONTRACTOR, upon execution of this Contract, shall furnish to the DEPARTMENT a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty-(30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract. Notwithstanding the foregoing, nothing contained in this section 5 shall be deemed to constitute a waiver of the sovereign immunity of the DEPARTMENT, which immunity is hereby reserved to the DEPARTMENT.

6. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
7. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by DEPARTMENT, and CONTRACTOR may be declared ineligible for further DEPARTMENT contracts.
8. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.
9. **TERMINATION.**
  - 9.1 **EVENT OF DEFAULT.** Any one or more of the following acts or omissions of the Contractor shall constitute an Event of Default hereunder:

- a. Failure to perform the Services satisfactorily or on schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the DEPARTMENT may take one or more or all of the following actions:

1. Give Contractor written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the Contractor written Notice of Termination; and/or
2. Deduct any and all expenses incurred by the DEPARTMENT for damages caused by the Contractor's Event of Default; and/or
3. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

**9.2 TERMINATION FOR CONVENIENCE.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

Termination of this Contract, under either section 10.1 or 10.2, shall not form the basis of any claim for loss of anticipated profits by either party.

**10. SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of DEPARTMENT. CONTRACTOR has no authority to enter into contracts on behalf of DEPARTMENT.

**11. COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

**12. NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

<b>DURHAM COUNTY DEPT OF SOCIAL SERVICES</b>	<b>CONTRACTOR'S NAME</b>
<b>ATTN: MICHAEL A. BECKETTS</b>	<b>ATTN: NAME</b>
<b>PO BOX 810, 414 EAST MAIN STREET</b>	<b>ADDRESS</b>
<b>DURHAM, NORTH CAROLINA 27701</b>	<b>CITY, STATE ZIP</b>

**13. AUDIT RIGHTS.** For all Services being provided hereunder, DEPARTMENT shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

**14. DEPARTMENT NOT RESPONSIBLE FOR EXPENSES.** DEPARTMENT shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

**15. EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

**16. ENTIRE CONTRACT.** This contract, including Attachment 1, shall constitute the entire understanding between DEPARTMENT and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

**17. HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

**18. EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

**19. CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.

**20. E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the DEPARTMENT utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the DEPARTMENT.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

**DURHAM COUNTY  
DEPARTMENT OF SOCIAL SERVICES**

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**Michael A. Becketts, Director**

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

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**Durham County Chief Financial Officer**

**CONTRACTOR**

---

**Authorized Representative's Signature**

---

**Printed Name & Title**

**COUNTY OF DURHAM  
REQUIREMENTS FOR CERTIFICATE OF INSURANCE**

**VENDOR - IMPORTANT** - Work will not be permitted until Durham County Department of Social Services receives an acceptable Certificate of Insurance. Give this information to your insurance agent/broker.

THE CONTRACTOR, AT ITS SOLE EXPENSE, SHALL PROVIDE AN ORIGINAL SIGNED CERTIFICATE OF INSURANCE.

1. WORKERS' COMPENSATION - STATUTORY LIMITS - EMPLOYERS' LIABILITY - \$1,000,000.
2. COVERAGE SHALL BE PROVIDED UNDER A COMPREHENSIVE GENERAL LIABILITY OR COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY FORM OF INSURANCE, SUCH AS IS USUAL TO THE PRACTICE OF THE INSURANCE INDUSTRY, INCLUDING, BUT NOT LIMITED TO, ALL THE USUAL COVERAGE REFERRED TO AS:

- Comprehensive/Commercial Form;
- Premises/Operations Liability (M&C);
- Underground Explosion & Collapse Hazard;
- Products/Completed Operations;
- Blanket Contractual;
- Broad Form Property Damage;
- Personal Injury;
- Automobile Liability, Including Coverage for owned, non-owned, leased or hired vehicles, and
- Garage/Garage keepers, Bailers, or Ship keepers Liability, if applicable.

3. MINIMUM LIMITS OF PROTECTION MUST BE:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and  
 \$ 100,000 --- Property Damage Liability, or  
 \$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and  
 Property Damage

4. BUILDER'S "ALL RISK" COVERAGE:

100% of Contract Sum

5. POLICY PERIOD MUST COVER THE TERM OF CONTRACT.

6. THE DURHAM COUNTY DEPARTMENT OF SOCIAL SERVICES SHALL BE GIVEN NOT LESS THAN 30 DAYS NOTICE OF ANY DECREASE IN LIMITS, CANCELLATION, EXPIRATION, OR RENEWAL OF THE POLICY.

A. A copy of the fully completed Endorsement must be provided. The Endorsement must name Durham County Department of Social Services as an Additional Insured, identify the policy number and be signed by an authorized representative. The Certificate of Insurance and Endorsement must be submitted as one document.

-- OR --

B. The broker/agent submits a certified copy of the insurance policy.

**Send your Certificate of Insurance with endorsement to:  
 Durham County Department of Social Services  
 Attn: Judy M. Carden, Contracts Administrator  
 414 East Main Street  
 PO Box 810, Durham, North Carolina 27701  
 Fax: 919-560-8100**

**NO PROPOSAL REPLY FORM**

TO: Durham County  
Department of Social Services  
414 East Main Street  
Durham, NC 27701

PROPOSAL # \_\_\_\_\_

PROPOSAL TITLE: \_\_\_\_\_

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received an invitation, but does not wish to submit a proposal, state their reason(s) below and return to this office. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the proposal process.
- \_\_\_\_\_ 2. We do not wish to submit a proposal under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to the Durham County. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which Proposals are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PHONE

\_\_\_\_\_ We wish to remain on the Bidders' List.

\_\_\_\_\_ We wish to be deleted from the Bidders' List.



**CERTIFICATION REGARDING TRANSPORTATION**

FY 2014-2015

**Durham County Department of Social Services**

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

1. Ensuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Ensuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Ensuring that applicants for driver positions shall be required to submit to a drug and alcohol test prior to beginning work as a driver (49 CFR, Chapter 1, 199.105 (a));
4. Ensuring that all drivers must be included in random selection for drug and alcohol testing annually at the Contractor's expense. At least half of all drivers must be drug tested annually (49 CFR, Chapter 1, 199.105 (c));
5. Ensuring that when an accident occurs, the driver submits to a drug and alcohol test as soon as possible, but not more than thirty-two (32) hours after the accident. (49 CFR, Chapter 1, 199.105 (b));
6. Ensuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
7. Ensuring that the Contractor shall have written policies and procedures regarding how drivers handle and report client misconduct, emergencies and/or vehicle crashes involving clients to Contractor and how Contractor notifies the Department;
8. Ensuring that no more than one quarter of one percent (1/4 of 1%) of all trips be missed by the Contractor during the course of the contract period;
9. Ensuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month;
10. Contractor will maintain records documenting the following (Department may require Contractor to provide):
  - a. Valid current copies of Driver's License for all drivers;
  - b. Current valid Vehicle Registration, for all vehicles transporting clients;
  - c. Driving records for all drivers for the past three (3) years and with annual updates;
  - d. Criminal Background checks through North Carolina Law Enforcement or through NCIC if the individual has not been a North Carolina resident for at least five (5) consecutive years, prior to employment or volunteer enlistment and every three (3) years thereafter;
  - e. Alcohol and Drug Testing results to meet the Federal Transit Authority guidelines.
11. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Organization

\_\_\_\_\_  
Date

*(Certification signature should be same as Contract signature.)*



### Vendor Application

IT IS CRITICAL TO THE COUNTY THAT YOU COMPLETE ALL DATA - PLEASE PRINT OR TYPE  
(A W-9 FORM IS REQUIRED AND MUST BE SUBMITTED WITH THIS FORM)

1. Vendor Name: \_\_\_\_\_

Do you require a 1099? Yes \_\_\_ No \_\_\_

2. Mailing address for payments:

3. Mailing address for purchase orders, proposals and bids:

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

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

4. Contact Person \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Fax #: \_\_\_\_\_

5. In what City and State is your firm licensed? \_\_\_\_\_

If licensed in NC, indicate County (for tax purposes) \_\_\_\_\_

6. Indicate your firm's organizational type:

Individual \_\_\_ Partnership \_\_\_ Corporation \_\_\_ Governmental Agency \_\_\_ Other \_\_\_\_\_

7. Is your firm a large business? Yes \_\_\_ No \_\_\_ 8. Is your firm a small business? Yes \_\_\_ No \_\_\_

9. Is your firm 51 percent or more owned and operated by a woman? Yes \_\_\_ No \_\_\_

If yes, with what governmental agencies are you certified? \_\_\_\_\_

10. Is your firm 51 percent or more owned and operated by a minority? Yes \_\_\_ No \_\_\_

If yes, with what governmental agencies are you certified? \_\_\_\_\_

Identify appropriate minority group:

Black American \_\_\_ Native American \_\_\_ Hispanic \_\_\_ Asian/Pacific \_\_\_ Asian Indian \_\_\_

11. Is your firm incorporated? Yes \_\_\_ No \_\_\_

12. Is your firm a not-for-profit concern? Yes \_\_\_ No \_\_\_

13. Is your firm a handicapped business concern? Yes \_\_\_ No \_\_\_

14. Give a brief description of goods or services your firm provides:

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

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

Title: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

If you have any questions concerning this form, call Durham County Purchasing Division - (919) 560-0051

Please click on the following link to download and complete an IRS W-9 Form:

<http://www.irs.gov>

## FEDERAL CERTIFICATIONS

### DURHAM COUNTY DEPARTMENT OF SOCIAL SERVICES

The undersigned states that:

1. He or she is the duly authorized representative of the Vendor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Vendor, as set out herein:
  - A. The Certification Regarding Nondiscrimination;
  - B. The Certification Regarding Drug-Free Workplace Requirements;
  - C. The Certification Regarding Environmental Tobacco Smoke;
  - D. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
  - E. The Certification Regarding Lobbying;
  - F. Disclosure of Lobbying Activities;

He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Vendor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

**OR**

He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Vendor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. The Vendor shall require its subcontractors, if any, to make the same certifications and disclosure.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Vendor**

\_\_\_\_\_  
**Date**

**[This Certification Must Be Signed By The Same Individual Who Signed The Proposal Execution Page]**

## **I. 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.

## II. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:

1. **The Vendor 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 Vendor'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 Vendor'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 Department within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
  - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No. 1: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Street Address No. 2: \_\_\_\_\_

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

### **III. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

#### **IV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:**

*Instructions:* The phrase "prospective lower tier participant" means the Vendor

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

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



## V. CERTIFICATION REGARDING LOBBYING:

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

## VI. DISCLOSURE OF LOBBYING ACTIVITIES:

### *Instructions*

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

**DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB 0344-0046)

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

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

## CONFLICT OF INTEREST POLICY

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

**A.** The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

**B.** A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

**C.** No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

**D. *Duty to Disclosure*** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

**E. *Board Action*** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

**F. *Violations of the Conflicts of Interest Policy*** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**G. Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Signature of Organization Official)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name of Organization Official)

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State of North Carolina

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

I, \_\_\_\_\_, Notary Public for said County and State, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is the \_\_\_\_\_ of \_\_\_\_\_ and by the 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 \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(Official Seal)

My Commission Expires \_\_\_\_\_, 20 \_\_\_\_\_.

## OVERDUE TAXES

(THIS FORM IS TO BE TRANSFERRED TO CONTRACTOR'S LETTERHEAD WITH ALL APPROPRIATE DATA ENTERED IN THE YELLOW HIGHLIGHTED SECTIONS. THIS FORM IS TO BE COMPLETED FOR ALL FUNDS RECEIVED BY CONTRACTOR.)

### (CONTRACTOR'S LETTERHEAD)

**Date (MM/DD/YYYY)**

To: Durham County Department of Social Services

**CERTIFICATION:**

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

**SWORN STATEMENT:**

(Name of Board Chair) and (Name of 2<sup>nd</sup> Authorizing Official) being duly sworn, states that we are the Board Chair and (Title of 2<sup>nd</sup> Authorizing Official), respectively of (Insert Contractor's Name) of (City) in the State of (Name of State); and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State Funds will be reported to the appropriate authorities for further action.

\_\_\_\_\_  
Signature (Board Chair)

\_\_\_\_\_  
Signature (Title of 2<sup>nd</sup> Authorizing Official)

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

\_\_\_\_\_  
Notary Signature and Seal

\_\_\_\_\_  
My Commission Expires

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

## NOTICE OF CERTAIN REPORTING AND AUDIT REQUIREMENTS

*Grantee shall comply with all rules and reporting requirements established by statute or administrative rules. All reports must be submitted to the addresses below.*

The applicable prescribed requirements are found in North Carolina General Statute 143C-6-22 & 23 entitled "Use of State Funds by Non-State Entities" and Implementation of Required Rules, 09 NCAC 03M .0102 -0802, North Carolina Administrative Code, issued September 2005.

The Contractor's fiscal year runs from \_\_\_\_\_ to \_\_\_\_\_.

G.S. 143C-6-23 requires every nongovernmental entity that receives State or Federal pass-through grant funds directly from a State agency to file annual reports on how those grant funds were used. There are 3 reporting levels which are determined by the total direct grant receipts from all State agencies in your fiscal year:

- Level 1: Less than \$25,000
- Level 2: At least \$25,000 but less than \$500,000
- Level 3: \$500,000 or more

A grantee's reporting date is determined by its fiscal year end and the total funding received directly from all State agencies. For those grantees receiving less than \$500,000, the due date is 6 months from its fiscal year end. For those receiving \$500,000 or more, the due date is 9 months from its fiscal year end. In addition to the reports, grantees receiving \$500,000 or more must submit a yellow book audit in electronic or hard copy to the Office of the State Auditor and to all funding State agencies at the addresses below.

**All annual grantee reports required by GS 143C-6-23 must be completed online at [www.NCGrants.gov](http://www.NCGrants.gov).** The online reporting system will automatically place your organization on the Noncompliance list if your reports have not been completed in [www.NCGrants.gov](http://www.NCGrants.gov) by your required due date.

To access the online grants reporting system go to [www.NCGrants.gov](http://www.NCGrants.gov) and click on the LOGIN tab at the top of the page. You must have a NCID to access the online reporting system. To obtain a user manual or request assistance with the system please go to <https://www.ncgrants.gov/NCGrants/Help.jsp>. You can also email requests for assistance directly to [NCGrants@osbm.nc.gov](mailto:NCGrants@osbm.nc.gov).

Once you have logged in you will see your "Grantee Summary / Data Entry Screen".

- Your summary screen will identify your correct level of reporting, i.e., Level 1, 2 or 3, based on the State grant funds paid to your organization during your fiscal year.
- The summary will show all the grants contained in the [www.NCGrants.gov](http://www.NCGrants.gov) system that have been awarded to your organization. The program will automatically provide links to the reports that correspond to your reporting level, and only those reports, for each grant. Check to make sure that the grant(s) shown in the system correspond with what you show as having received from each agency for your fiscal year.
- If you have questions, need help in resolving any differences between your records and online reporting system or need corrections to be made to the data you enter, send an e-mail to [NCGrants@osbm.nc.gov](mailto:NCGrants@osbm.nc.gov) to request help.

All grantees must file their required reports online at [www.NCGrants.gov](http://www.NCGrants.gov) without exception.



## IMPORTANT NOTE FOR AUDITS

If you expend more than \$500,000 in Federal grant funds from all sources, then you must have an A-133 single audit performed. If you are at this level for federal reporting and you are required to file a yellow book audit with the State under G.S. 143C-6-23, then you may substitute the A-133 audit for the yellow book audit.

If you are required to have an A-133 audit performed and you receive any Federal grant funds passed through the North Carolina Department of Health and Human Services, you are required to file the A-133 audit with the North Carolina Department of Health and Human Service.

If you expend more than \$500,000 and you are required to file a yellow book audit with the State Auditor under G.S. 143C-6-23, then you are also required to file the yellow book audit with the North Carolina Department of Health and Human Service.

A planned enhancement to the system is the capability for the grantee to directly upload a pdf version of their audit directly into the online system where it will be accessible to both the funding agency/agencies and the Office of the State Auditor.

Please send the required audit to the following address:

Mail to: HHS Office of the Controller  
Attention: Audit Resolution  
2019 Mail Service Center  
Raleigh, NC 27699-2019

Or direct delivery to: 1050 Umstead Drive  
Raleigh, NC 27606

### Equipment Purchased with Contract Funds:

Title to equipment costing in excess of \$500.00 acquired by the Contractor with funds from this contract shall vest in the Contractor, subject to the following conditions.

- A. The Contractor shall use the equipment in the project or program for which it was acquired as long as needed. When equipment is no longer needed for the original project or program or if operations are discontinued, or at the termination of this contract the Contractor shall contact the Division for written instructions regarding disposition of equipment.
- B. With the prior written approval of the Division, the Contractor may use the equipment to be replaced as trade-in against replacement equipment or may sell said equipment and use the proceeds to offset the costs of replacement equipment.
- C. For equipment costing in excess of \$500.00, equipment controls and procedures shall include at a minimum the following:
  1. Detailed equipment records shall be maintained which accurately include the:
    - a. Description and location of the equipment, serial number, acquisition date/cost, useful life and depreciation rate;
    - b. Source/percentage of funding for purchase and restrictions as to use or disposition; and
    - c. Disposition data, which includes date of disposal and sales price or method used to determine fair market value.
  2. Equipment shall be assigned a control number in the accounting records and shall be tagged individually with a permanent identification number.
  3. Biennially, a physical inventory of equipment shall be taken and results compared to accounting and fixed asset records. Any discrepancy shall immediately be brought to the attention of management and the governing board.
  4. A control system shall be in place to ensure adequate safeguards to prevent loss, damage, or theft of equipment and shall provide for full documentation and investigation of any loss or theft.
  5. Adequate maintenance procedures shall be implemented to ensure that equipment is maintained in good condition.
  6. Procedures shall be implemented which ensure that adequate insurance coverage is maintained on all equipment. A review of coverage amounts shall be conducted on a periodic basis, preferably at least annually.
- D. The Contractor shall ensure all subcontractors are notified of their responsibility to comply with the equipment conditions specified in this section.

## Reporting Requirements of N. C. General Statute 143C-6.23

**Use these charts to determine GS 143C-6.23 reporting requirements.**

Total Funds from All State Agencies	Reports Due <small>(Key all reports into online reporting system at <a href="http://www.NCGrants.gov">www.NCGrants.gov</a> , including online submission of the audit when the system has the capability). Until that point, audits should be mailed to both the Office of the State Auditor and the NC Department of Health and Human Services (DHHS).)</small>	Reports Due Date
Level 1 \$1 - \$24,999	<ul style="list-style-type: none"> <li>• Certification</li> <li>• State Grants Compliance Reporting Receipt of &lt; \$25,000.*</li> </ul>	Within 6 months of entity's fiscal year end
Level 2 \$25,000 - \$499,999	<ul style="list-style-type: none"> <li>• Certification</li> <li>• State Grants Compliance Reporting Receipt of &gt;= \$25,000</li> <li>• Schedule of Receipts and Expenditures*</li> <li>• Program Activities and Accomplishments</li> </ul>	Within 6 months of entity's fiscal year end
Level 3 \$500,000 or more	<ul style="list-style-type: none"> <li>• Certification</li> <li>• State Grants Compliance Reporting Receipt of &gt;= \$25,000</li> <li>• Audit [A-133 Single Audit if &gt;= \$500,000 in federal funds or Yellow Book Audit]</li> <li>• Schedule of Federal and State Awards (May be included in the audit)</li> <li>• Program Activities and Accomplishments</li> </ul>	Within 9 months of entity's fiscal year end

**Use this chart to determine where to send copies of GS 143C-6.23 reports.**

<p>Grantees receiving \$500,000 or more must send one copy of each audit report to DHHS.</p>	<p>Mail to:                    DHHS Office of the Controller                                   Attention: Audit Resolution                                   2019 Mail Service Center                                   Raleigh, NC 27699-2019</p> <p>Or direct delivery to:    1050 Umstead Drive                                   Raleigh, NC 27606</p>
<p>Grantees receiving \$500,000 or more must send one copy of each audit report to the State Auditor.</p> <p>In addition, grantees must submit copies of their audits to <a href="http://www.NCGrants.gov">www.NCGrants.gov</a> for compliance purposes.</p>	<p>Mail to:                    Office of the State Auditor                                   20601 Mail Service Center                                   Raleigh, NC 27699-0601</p> <p>Or direct delivery to:    2 South Salisbury Street                                   Raleigh, NC 27603</p>

## VERIFICATION OF 501 (C) (3) STATUS

We, the undersigned entity, hereby testify that our 501 (c) (3) status is on file with the North Carolina Department of Health and Human Services, Division \_\_\_\_\_ and the number \_\_\_\_\_ is still in effect.

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
Authorized Official

.....  
Sworn to and subscribed before me,

This is the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## VERIFICATION OF TAX ID NUMBER

We, the undersigned entity, hereby testify that our Federal Tax Number is on file with the North Carolina Department of Health and Human Services, Division \_\_\_\_\_ and the number \_\_\_\_\_ is still in effect.

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
Authorized Official

.....  
.....  
Sworn to and subscribed before me,

This is the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_