

## GENERAL CONTRACT AGREEMENT

This contract is hereby entered into as of \_\_\_\_\_, by and between Union County, a political subdivision of the State of North Carolina (the "County"), acting through its Department of Social Services ("DSS"), and Veritas HHS, LLC (the "Contractor") (referred to collectively as the "Parties").

### I. Specific Terms and Conditions

1. **Contract Documents:** This Contract consists of the following documents, all of which are incorporated herein:
  - A. General Contract Agreement, including the attached Contract Addendum, which Contract Addendum is incorporated herein by reference
  - B. Attachment 1 - Required Contract Language Regarding IRS Publication 1075 Safeguarding Requirements
  - C. Attachment 2 – Union County RFP 2024-069 Child Support Enforcement Services, as modified by Addenda Numbers 1 and 2
  - D. Attachment 3 – Veritas HHS Proposal to Provide Child Support Enforcement Services for Union County
  - E. Attachment 4 -- NCDHHS DATA SHARING MOA

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

2. **Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph A, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3. **Effective Period:** This contract shall be effective on September 1, 2024 and shall terminate on August 31, 2027. The County has options to exercise up to two one-year extensions pending annual budget appropriation.
4. **Contractor's Duties:** The Contractor shall provide the services as described in Section III, Scope of Work.
5. **County's Duties:** The County shall perform its responsibilities as described in Section III, Scope of Work.
6. **Payment:** The County shall pay the Contractor in the manner and in the amounts specified in Section IV, Payment and Fiscal Provisions.
7. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. Any notice, communication or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered to the address specified below: 1) by email if the other party acknowledges receipt; 2) via overnight

mail via commercial carrier or USPS; 3) via USPS Priority Mail; 4) in person or; 5) via certified mail, return receipt requested, postage prepaid. The name, post office address, street address, telephone number, fax number, and email address of the Parties respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

**FOR THE COUNTY:**

Union County Consolidated Human Services Agency

Karen Tucker, Division Manager

2330 Concord Avenue

P.O. Box 489

Monroe, North Carolina 28110

704.296.4000 (Tel)

704.296.6151 (Fax)

Karen.Tucker@unioncountync.gov

**FOR THE CONTRACTOR:**

Veritas HHS, LLC

Christine M. Brogdon,

409 Ravenel St., Columbia, SC 29209

803-413-4374

CBrogdon@veritas-hhc.com

## **II. General Terms and Conditions**

- 1. Independent Contractor:** The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, nor have any individual contractual relationship with the County.
- 2. Subcontracting:** The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

3. **Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:
- A. Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
  - B. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

4. **Beneficiaries:** Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.
5. **Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Union County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Union County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.
6. **Amendment:** This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.
7. **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.
8. **Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.
9. **Time of the Essence:** Time is of the essence in the performance of this contract.
10. **Key Personnel:** The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.
11. **Care of Property:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.



- 12. Advertising:** The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.
- 13. Availability of Funds:** The Parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.
- 14. Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 15. Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
- 16. Data-Sharing MOA:** The undersigned Contractor hereby acknowledges receipt of and agrees to comply with the terms of the attached MOA between NCDHHS and Union County Social Services (Attachment 4 to this contract) as it relates to the Contractor's access to NCDHHS Data and/or NCDHHS Information Systems as required by North Carolina Department of Health and Human Services.

### **III. Scope of Work**

Union County and the Contractor enter into this contract for the administration of the Union County Child Support Enforcement (CSE) Program. This will be accomplished by working in close relationship with Union County Division of Social Services and any other agency attendant to the CSE Program. Union County and Contractor responsibilities are further described in the County's Request for Proposals and the Contractor's proposal, included in this contract as Attachments 2 and 3.

#### **A. County's Responsibilities**

1. To reimburse Contractor in the manner and for the amounts specified in Attachment 3. Such reimbursement shall include expenses for office space, including utilities, janitorial and trash disposal, and on-site parking, but shall not include specific amounts for telephone and IT support.
2. To provide court process services through the Union County Sheriff's Office.
3. To prepare and transmit referrals to the Contractor on appropriate cases pursuant to Title IV-D. Such referrals shall be made through NCFast. Such referrals will contain the name of the recipient, names of the children and the associated absent parent (if known), such identifying information as is available to assist in the location and support enforcement process, pertinent known legal information relative to marital status and order for support, the amount of the family's assistance grant, available data relative to the absent parent's whereabouts and employment, and any other available information which may relate to the support process.
4. To furnish Contractor with all materials furnished by the State to operate the Child Support Program in the County. Such materials consist of the CSE and ACTS equipment furnished by the State and any program manuals associated with the IV-D Program, including those covering ACTS. The County will not be providing any additional equipment such as computers, printers, servers, or switches. Nor will the County provide any wire rack, UPSs, or patch panel.



5. To monitor Contractor performance through agreed procedures.
6. To issue a letter delineating deficiencies found (if any) as a result of any County, State, or Federal review and requesting submittal or a written corrective action plan within sixty (60) days.
7. To review the Contractor's performance once a corrective action period begins in accordance with the corrective action plan, and if the Contractor is in compliance, to issue a written statement of such compliance.
8. To coordinate communications between key community stakeholders and the Contractor and to issue press releases regarding any changes in operations that may affect the provision of CSE services.

#### **B. Contractor Responsibilities**

The Contractor's contract responsibilities shall include, but are not limited to, the following:

1. To establish and maintain a child support enforcement program in Union County which complies with the provisions of Title IV, Part D of the Social Security Act, as amended, Title 45, Code of Federal Regulations, Article 9, Chapter 110 of the North Carolina General Statutes, as amended, State laws and regulations, and to be totally responsible and accountable for the proper operation of such a program for all current, ongoing, and backlog cases in Union County.
2. To provide all child support enforcement services following standard and accepted child support practices, policies, and procedures and in doing so pursuing the best interest of the child(ren) for whom support is sought.
3. To provide testimony, evidence, and support necessary for the establishment of paternity, establishment and enforcement of child support orders, and the review and modification of support orders pursuant to federal and state laws in civil, criminal, and administrative forums. The choice of forum shall be based on the facts of each case, the judgment of legal counsel, and the best interest of the child. The Contractor will be responsible for providing legal staff to service CSE cases. No County-provided legal services are available.
4. To bring all court actions in the manner as prescribed by N.C. General Statutes § 110-130.1 and to notify the appropriate County official in a timely fashion of any judicial or administrative decision or settlement agreement that negatively affects the County's or State's interests and agrees not to enter any settlement which results in the County's or State's loss of revenue without prior approval. The Contractor may appeal any judicial or administrative order and shall cooperate with the State, in the event, the State chooses to appeal. In the event that the Contractor thinks that a decision needs to be appealed, the Contractor shall consult with the appropriate County official prior to filing a Notice of Appeal. The County will notify the Contractor within 30 days of signing this contract as to the name of the appropriate County official.
5. To utilize the State's automated systems that affect the Child Support Enforcement Program. Any additional automation needs deemed necessary to assist the Contractor in carrying out its responsibilities shall be the responsibility of the Contractor. The Contractor shall retain all rights to such software developed by the Contractor, at the Contractor's expense, to assist Contractor in carrying out its duties under this contract. Software developed by the Contractor at public expense shall be owned by the County. Such software, including source code, shall be returned to the County at the time of the contract termination.
6. To be responsible for connectivity to the State's automated systems and any other automated systems, purchase and maintenance of hardware, on-going software maintenance and any other applications.

7. To provide necessary office equipment, furniture, and any other related items to operate and maintain office space during the term of this contract. The office space cannot be used for any other business without written approval from the County.
8. To utilize documents produced by the State System. Any additional documents deemed necessary by the Contractor shall contain language recommended by DSS.
9. To immediately respond to the State CSE agency's central office on any requests for case status or information. Such response shall contain sufficient information regarding the status of the case to permit the State to reply to the inquiring party.
10. To maintain all records as required by any laws or regulations enacted by the County, State, and/or Federal governments. Contractor will follow all standards for retention of files after case closure, will maintain sufficient space for storage of records produced under this contract, and will maintain an inventory of stored documents to expedite retrieval. Stored documents will be made available to DSS within two (2) workdays of the request.
11. To return all case and automated files to DSS at the time of contract termination.
12. To be responsible for the recruitment, hiring, management, and proper training of staff assigned to the project. Maintain sufficient staff to serve all customers on a timely basis. The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor will not sub-contract or assign any of its duties or responsibilities under this contract without written approval from the County.
13. To ensure that the child support office administrator and/or staff attend any meetings sponsored by the County and/or State at which attendance is requested.
14. Upon the request of any State or County Official, the Contractor shall make case files immediately available for audit or case review sampling purposes. The Contractor shall comply with any corrective action as set forth in any non-compliance letter received from the County, State, or Federal government within thirty (30) days of receiving the letter.
15. To revise and or clarify within fifteen (15) working days any Corrective Action Plan which the County or State determines to be unacceptable in addressing deficiencies.
16. To refer any cases of fraud related to child support enforcement to the appropriate County and/or State officials.
17. To provide, on a monthly basis, statistical information relative to the caseload, collections, and services in such a manner and format as prescribed by the County. To cooperate fully with the data collection with the services performed under this contract.
18. To develop, with input from the County, a detailed methodology for the customer satisfaction surveys that will be conducted at a minimum of once per year. Customer is defined as a client seeking services, the Court system, law enforcement agencies, and other governmental agencies with which the Contractor interfaces on a regular basis. The results of this survey shall be reported to DSS.
19. To provide relevant information immediately and file proof of claim with the bankruptcy court on behalf of the County in a timely manner in the event the Contractor receives notice that an obligor has filed a bankruptcy petition.
20. To collect and report to the County any fees required to be charged under State or Federal law, regulation or policy.



21. To comply fully with the aforementioned and all other provisions of Title IV, Part D of the Social Security Act, as amended, Title 45, Code of Federal Regulations, North Carolina General Statutes, and the program instructions issued by the County.
22. To cooperate, to the fullest extent allowed by law, with other county, state, and federal entities. This provision also covers other entities operating Child Support Enforcement Programs pursuant to Title IV, Part D of the Social Security Act as amended.
23. To comply with all confidentiality laws, rules, and regulations pertaining to the CSE Program during the transition, operation, and post operation of the Program.
24. To advise DSS in writing within five (5) days of the receipt by the Contractor of any notice of deficiency from the State or Federal government or any adverse audit results.
25. To cooperate with DSS and the County in answering customer complaints related to CSE in a timely manner.
26. To agree that all Title IV-D case files will be maintained and used solely for child support purposes and safeguarded as provided in 45 CFR 303.21, N.C. Gen. Stat. §§ 110-139 and 108A-80. The Contractor will comply with all other applicable laws and regulations in addition to those specifically set forth herein.
27. To agree that any information obtained through the Federal Parent Locator Services, as well as address and asset information obtained through the Internal Revenue Service, must be safeguarded according to 45 CFR 303.70 and 26 U.S.C. 6103(p)(4). All personnel authorized to handle such tax-related information will sign an IRS Confidentiality Form, to be provided by the State, and will return the signed original to the State. The Contractor will comply with all other applicable laws and regulations in addition to those specifically set forth herein.
28. To provide the County with a copy of its annual audit report prepared by the Contractor's external certified public accountant within one hundred twenty (120) days of the end of the Contractor's fiscal year.
29. To procure all the necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of Federal, State, and local governments in which work under this contract is performed.
30. The Contractor should develop an implementing plan to address the language assistance needs of the Limited English Proficiency population served.

#### **IV. Payment and Fiscal Provisions**

1. Contract Payments. The County will pay to the contractor the Base Amount as shown in subparagraph 2, below, plus any incentives if earned, and minus any penalties incurred, in accordance with the Itemized Budget and Cost Proposal in Attachment 3.
2. Base payments from the County to the Contractor under the terms of this contract will be as follows:

##### Initial Contract Term

September 1, 2024 to August 31, 2025:	\$1,163,191.00
September 1, 2025 to August 31, 2026:	\$1,190,667.00
September 1, 2026 to August 31, 2027:	\$1,216,643.00



Option Years (if exercised)

September 1, 2027 to August 31, 2028: \$1,243,865.00

September 1, 2028 to August 31, 2029: \$1,271,063.00

3. Veritas HHS will be paid incentives, if earned, in accordance with the Itemized Budget and Cost Proposal in Attachment 3.
4. Veritas HHS will incur penalties for any reduction in performance in accordance with the Itemized Budget and Cost Proposal in Attachment 3.
5. Payment will be in accordance with the current budget approved by the County. Fiscal management of the direct provision of service will be the responsibility of the Contractor. If any costs reimbursed to the Contractor should later be disallowed by any audit or subsequently be denied for reimbursement by the Federal government, the contractor shall reimburse the County for such disallowed cost.
6. Details of Billing Process and Time Frames:
  - A. The Contractor will be paid base amounts monthly in equal installments.
  - B. The Contractor will be paid any additional earned incentive pay or be charged any penalty upon receipt and examination of the twelfth monthly State Incentive Goal report. The Contractor will submit an invoice for such incentive pay or penalty within 30 days of the end of each contract year.
7. Upon receipt by the County of each invoice for court filing fees resulting from the services under this Contract (the "Court Filing Fees"), which the Union County Clerk of Courts (the "Clerk of Courts") shall deliver to the County, the County shall forward such invoice for Court Filing Fees (the "Court Filing Fees Invoice") to the attention of Latesha Moorers-Doss, Program Manager of the Union County Child Support Services, at 1501 North Charlotte Highway, Monroe, NC 28110 or such other person or address, or both, as the Contractor may designate for this purpose by notice to the County. The Contractor shall pay the Clerk of Courts the correct amount after the Contractor has reviewed the Court Filing Fees Invoice and resolved any discrepancies. The Contractor shall then invoice the County for 100 percent of the filing fees paid to the Clerk of Courts. The County shall pay to the Contractor any undisputed amounts for filing fees. These payments shall be in addition to the base amounts or any incentives.

## **V. Default and Termination**

1. **Termination Without Cause:** The County may terminate this contract without cause by giving 30 days written notice to the Contractor.
2. **Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for

breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

## **VI. Compliance with Applicable Laws**

**Compliance with Laws:** Contractor agrees to comply with all federal, state and local laws, administrative regulations and licensing requirements that are applicable to this contract, including but not limited to all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to conducting the business of this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

## **VII. Confidentiality**

Confidentiality Policies of the Union County Department of Social Services must be adhered to by the Contractor. The Contractor is required to keep confidential any information about a client that is shared by Social Services or the client. Such information shall be shared only among Social Services staff who need to know in order to coordinate, manage, or deliver services to a client.

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

All records and related materials are the property of the County and must be maintained and secured in accordance with administrative code, legal and policy mandates. These materials (written or oral) cannot be copied/shared/maintained without expressed authority of the County.

The Contractor agrees, by signing this contract, to access and become familiar with content of training videos on Title VI, Title VII, HIPAA (when applicable) and Confidentiality training on an annual basis (each contract fiscal year) for each employee that provides services to the County under this contract.

The Contractor also agrees to maintain a log of training, containing the title, date and name of the training completed. This log must be made available to the Contract Administrator upon request.

Should a violation or potential violation of any of these policies occur, Contractor is required to immediately notify the DSS Contract Administrator.

## **VIII. Service Integration and Coordination**

Union County Department of Social Services aims to integrate health and human services, and to better coordinate services in the direct delivery of services by County employees. The County also has developed partnerships with local providers to deliver many of its services. Therefore, Union County DSS also endeavors to work through its Contractors to integrate health and human services throughout the County and to better coordinate services. As a result, Union County DSS asks all Contractors to

implement the integration and coordination strategies outlined in this section, as a requirement of this agreement, as follows:

1. Routinely refer Contractor's clients to Union County Social Services to screen for potential eligibility for other programs offered by Social Services. The Contractor shall provide a directive to relevant employees to make these referrals and provide training as needed. County agrees to provide relevant training materials and information as needed.
2. Routinely distribute (provided) flyers about Social Services and 2-1-1 services to Contractor clients.
3. Work with 2-1-1 to maintain an updated listing and list their organization's services in the 2-1-1 database. [www.nc211.org](http://www.nc211.org)
4. Periodically distribute urgent/critical information (e.g., flu vaccine availability, emergency preparedness) using Contractor's relevant listservs. DSS will email such requests to Contractor at the email address listed in this agreement.
5. Use the Healthy Meeting Guidelines for meetings/activities where food is served.  
(<http://www.eatsmartmovemorenc.com/HealthyMeetingGuide/HealthyMeetingGuide.html>)

## **XX. Signature Warranty**

The individuals signing this contract personally warrant that they have the right and power to enter into this contract on behalf of the contractor and county, to grant the rights granted under this contract, and to undertake the obligations undertaken in this contract.

### **Contractor:**

\_\_\_\_\_  
Robert G. Williams, Chief Executive Officer

\_\_\_\_\_  
Date

### **Union County:**

\_\_\_\_\_  
Brian Matthews, County Manager

\_\_\_\_\_  
Date

Approved as to legal form LSG

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Deputy Finance Officer



## CONTRACT ADDENDUM

This Addendum shall modify and supersede as indicated certain terms and provisions of the agreement between UNION COUNTY (the "County") and VERITAS HHS, LLC ("Contractor"), dated \_\_\_\_\_ for the provision of child support enforcement services by Contractor (the "Agreement"). References to the "Parties" shall hereinafter refer to the County and the Contractor collectively. When used in the Attachments listed below, the terms "County," "Contractor," and "Parties" shall have the same meanings as set forth in this Addendum.

This Addendum is included in compliance with 9 N.C.A.C. 3M.0703 and contract procedures developed by the North Carolina Division of Social Services. In the event of any inconsistencies between the terms and provisions appearing in the Agreement and those appearing in this Addendum (including any attachment thereto), then this Addendum and its attachments shall be controlling. It is the intent of the parties that except as amended by this Addendum, which shall be attached to the referenced Agreement, the terms and provisions of the Agreement shall govern the relationship between the parties.

1. **Contract Documents.** The Agreement shall consist of the following documents, which are attached and incorporated herein by reference:
  - [x] The General Contract Agreement and any exhibits or attachments identified therein.
  - [x] This Addendum
  - [x] Attachment A: General Terms and Conditions
  - [x] Attachment C: Federal Certification Regarding Drug-Free Workplace Requirements and Certification Regarding Nondiscrimination
  - [x] Attachment D: Conflict of Interest Policy
  - [x] Attachment E: No Overdue Taxes
  - [x] Attachment F: Federal Certification Regarding Environmental Tobacco Smoke
  - [x] Attachment G: Federal Certification Regarding Lobbying
  - [x] Attachment H: Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
  - [x] Attachment J: Certification Regarding Transportation
  - [x] Attachment K: IRS Federal Tax Exemption
  - [x] Attachment L: Notice of Certain Reporting and Auditing Requirements
  - [x] Attachment M: Contractor's Tax ID Number
  - [x] Attachment N: State Certification: Contractor Certifications Required by North Carolina Law
  - [x] Attachment O: Non-Discrimination, Clean Air, Clean Water

These documents constitute the entire agreement between the Parties and supersede all prior oral and/or written statements or agreements. If there are subsequent contract amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

2. **Contractor's Tax ID No.:** See Attachment M.
3. **Contractor's Fiscal Year End Date:** December 31
4. **Contractor's Status:** [ ] Public [x] Private for Profit [ ] Private Nonprofit
5. **Contract Administrators:** All notices permitted or required to be given by one party to the other and all questions about the contract from one party to the other shall be addressed and delivered to the other party's Contract Administrator. The name, post office address, street

address, telephone number, fax number, and email address of the parties' respective initial Contract Administrators are set out below. Either party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other party.

**For the County:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Karen Tucker, Division Manager Director	Name & Title Karen Tucker, Division Manager
County Union County Consolidated Human Services Agency	County Union County Consolidated Human Services Agency
Mailing Address 2330 Concord Ave.	Mailing Address 2330 Concord Ave.
City, State, Zip Monroe, NC 28110	City, State, Zip Monroe, NC 28110
Telephone 704-296-4300	
Fax 704-296-6151	
Email karent.tucker@unioncountync.gov	

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Christine M. Brogdon, COO	Name & Title Robert G. Williams, President
Company Name Veritas HHS, LLC	Company Name Veritas HHS, LLC
Mailing Address 409 Ravenel Street,	Street Address 1120 Lincoln St., Suite 804
City State Zip Columbia, SC 29209	City State Zip Denver, CO 80203
Telephone 803-765-1077	
Fax 303-500-0672	
Email cbrogdon@veritas-hhs.com	

**6. Maximum Contract Amount and Funding Source(s):**

The total amount paid by the County to the Contractor under this contract shall be \$3,570,501, plus or minus incentive payments and court filing fees. This amount consists of:

[x] Federal funds. Amount, or percentage, & CFDA# if known: 66%  
 [ ] State funds. Amount, or percentage, if known: \_\_\_\_\_  
 [x] County funds. Amount, or percentage, if known: 34%  
 [ ] Other: \_\_\_\_\_. Amount, or percentage, if known: \_\_\_\_\_

Matching Requirements from Contractor:

[x] There are no matching requirements from the Contractor.

**7. Unit Pricing.** For purposes of this Agreement, a unit or unit of service, is defined as: See Agreement. Total number of units contracted for: See Agreement. Price per unit: See Agreement.

**8. Applicable SIS Code(s):** N/A.

9. **Service Area/Delivery Site.** Contractor shall provide the services described in this Agreement to the following areas and/or at the following location(s): See Agreement.
10. **Reporting Requirements:** Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.
11. **Access to Persons and Records.** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions. All Contractor's records related to this Agreement shall be open to inspection and copying by the County. Contractor shall provide such records to the County within fifteen (15) days of the County's request to inspect and/or copy. Contractor agrees to participate in program, fiscal and administrative monitoring or audits, making records and staff time available to federal, State and County staff. Contractor agrees to take necessary steps for corrective action, as negotiated within a corrective action plan, for any items found to be out of compliance with Federal and State laws, regulations, standards and/or terms of this contract.
12. **Supplementation of Expenditure of Public Funds.** Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that Contractor otherwise expends for contract services and related programs. Funds received under this Agreement shall be used to provide additional public funding for such services; the funds shall not be used to reduce Contractor's total expenditure of other public funds for such services.
13. **Disbursements.** As a condition of this Agreement, Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:
- (a) Implement adequate internal controls over disbursements;
  - (b) Pre-audit all vouchers presented for payment to determine:
    - Validity and accuracy of payment
    - Payment due date
    - Adequacy of documentation supporting payment
    - Legality of disbursement
  - (c) Assure adequate control of signature stamps/plates;
  - (d) Assure adequate control of negotiable instruments; and
  - (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.
14. **Outsourcing to Other Countries.** Contractor certifies that it has identified to the County all jobs related to the Agreement that have been outsourced to other countries, if any. Contractor further agrees that it will not outsource any such jobs during the term of this Agreement without providing notice to the County.
15. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.



16. **Federal Certifications.** Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. Contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by Contractor's authorized representative.
17. **Reversion of Funds.** Any unexpended grant funds shall revert to the County upon termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Addendum to be duly executed, this day and year first above written. The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. The Contractor and the County have executed the Contract and this Addendum in duplicate originals, with one original being retained by each party.

**VERITAS HHS, LLC**

\_\_\_\_\_  
Robert G. Williams, Chief Executive Officer

DATE: \_\_\_\_\_

**UNION COUNTY**

\_\_\_\_\_  
Brian Matthews, County Manager

DATE: \_\_\_\_\_

Approved as to legal form LSG

## Attachment A General Terms and Conditions

### Relationships of the Parties

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

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

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

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

### Indemnity and Insurance

**Indemnification:** Contractor agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Without limiting the generality of the foregoing, the Contractor also agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

**Insurance:** During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall procure and maintain the following coverage and limits with insurers rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$500,000 Each Accident, \$500,000 Disease-Each Employee, and \$500,000 Disease – Policy Limit, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** – General Liability Coverage on a Comprehensive Broad Form covering all operations involved in this Agreement:

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

(Defense cost shall be in excess of the limit of liability.)

- (c) **Automobile Liability Insurance** – The Contractor shall provide automobile liability insurance with a combined single limit of \$1,000,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$5,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:

- (i) owned by the Contractor and used in the performance of this contract;
- (ii) hired by the Contractor and used in the performance of this contract; and
- (iii) owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned – unless the vehicle is used in the performance of this contract.

- (d) **Professional Liability** – \$1,000,000 Per occurrence. Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.
- (f) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (g) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (h) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County Risk Manager shall be the sole judge of whether such a waiver should be granted.
- (i) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County Risk Manager shall be the sole judge of whether such a waiver should be granted.
- (j) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.

- (k) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- (l) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (m) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
- (n) Before commencement of any work or event, Contractor shall provide a certificate of insurance in satisfactory form as evidence of the insurances required above.
- (o) The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:  
**UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.**  
Policy endorsement for Additional Insured Status shall be provided to Certificate Holder within sixty (60) days of inception of contract.
- (p) Contractor shall have no right of recovery or subrogation against Union County (Including its officers, agents and employees).
- (q) It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- (r) Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- (s) Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify Union County's Risk Manager at 500 North Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union County, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- (t) Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- (u) Certificate Holder shall be listed as follows:  
Union County  
Attn.: Risk Manager  
500 North Main Street, Suite #130  
Monroe, NC 28112
- (v) If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or



subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurance coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

- (w) The Certificate of Insurance should note in the Description of Operations the following:  
Department: CHSA  
Contract: 9037

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

### **Default and Termination**

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

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

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

**Availability of Funds:** The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

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

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

### **Intellectual Property Rights**

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

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

### **Compliance with Applicable Laws**

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

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

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

## Oversight

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

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

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

**Executive Order # 24:** It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

## Confidentiality

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

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions. All Contractor's records related to this contract shall be open to inspection and copying by the County. Contractor shall provide such records to the County within fifteen (15) days of the County's request to inspect and/or copy.

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

## Warranties and Certifications

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

**Certification Regarding Collection of Taxes:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include:

(a) maintenance of a retail establishment or office;  
(b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and  
(c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

### **E-Verify**

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

### **Miscellaneous**

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

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

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise

unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

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

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

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

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

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

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

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

**ATTACHMENT C**

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

Union County Consolidated Human Services Agency

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - B. Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Contractor's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
  - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
  - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and



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

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

1501 North Charlotte Highway, Monroe, NC 28110

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

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

### **Certification Regarding Nondiscrimination**

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

_____	<u>Robert G. Williams, Chief Executive Officer</u>
Signature	Title
<u><b>Veritas HHS, LLC</b></u>	_____
Agency/Organization	Date

(Certification signature should be same as Contract signature.)

## **ATTACHMENT D**

### **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:

**Veritas HHS, LLC** \_\_\_\_\_

Name of Organization

\_\_\_\_\_  
Signature of Organization Official

\_\_\_\_\_  
Date

#### NOTARIZED CONFLICT OF INTEREST POLICY

State of \_\_\_\_\_

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

I, \_\_\_\_\_, Notary Public for said County and State, certify that  
\_\_\_\_\_ personally appeared before me this day and  
acknowledged that he/she is \_\_\_\_\_ of Veritas HHS, LLC.,  
and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of  
Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held  
on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Official Seal)

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

My Commission expires \_\_\_\_\_

## Attachment E – No Overdue Tax Debts

**Instructions:** Grantee/Provider should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to the County Department of Social Services/Human Services.

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

### Entity's Letterhead

**[Date of Certification (mmddyyyy)]**

To: Union County Consolidated Human Services Agency

#### Certification:

We certify that Veritas HHS, LLC 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-10-1(b).

#### Sworn Statement:

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

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
[Title of Second Authorizing Official]

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

\_\_\_\_\_  
(Notary Signature and Seal)

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

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



**ATTACHMENT F**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Union County Consolidated Human Services Agency

Certification for Contracts, Grants, Loans and Cooperative Agreements

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Chief Executive Officer  
Title

**VERITAS HHS, LLC**  
Agency/Organization

\_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)

**Attachment G**

**Union County Consolidated Human Services Agency**

**Certification Regarding Lobbying**

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

**Paragraph A.**

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or

local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:  
**Paragraph B.**

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

**Paragraph C.**

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



provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

**Paragraph D.**

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

_____ Signature	_____ Chief Executive Officer Title
_____ <b>VERITAS HHS, LLC</b> Agency/Organization	_____ Date

(Certification signature should be same as Contract signature.)

## **ATTACHMENT H**

### **Union County Consolidated Human Services Agency**

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

##### **Instructions for Certification**

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

A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

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

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

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

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

_____ Signature	_____ Chief Executive Officer Title
_____ <b>Veritas HHS, LLC</b> Agency/Organization	_____ Date

(Certification signature should be same as Contract signature.)



**ATTACHMENT J**  
**CERTIFICATION REGARDING TRANSPORTATION**  
**Union County Consolidated Human Services Agency**

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

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

\_\_\_\_\_  
Signature

**Veritas HHS, LLC**  
\_\_\_\_\_  
Agency/Organization

\_\_\_\_\_  
Chief Executive Officer  
Title

\_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT K

### What is a Private Non Profit Agency?

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

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

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

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

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

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

### How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [ [www.irs.gov/eo](http://www.irs.gov/eo) ]

#### IRS TE/GE Customer Service

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

If you prefer to write, you may write at:

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

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

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

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

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

## Attachment L

### 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 January through December.**

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: DHHS 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.**

<b>Total Funds from All State Agencies</b>	<b>Reports Due</b> (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).)	<b>Reports Due Date</b>
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.**

Grantees receiving \$500,000 or more must send one copy of each audit report to DHHS.	<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>

Contract # 9037  
Veritas HHS, LLC

**ATTACHMENT M - CONTRACTOR'S TAX ID NUMBER**

Contractor's Tax ID Number is 27-5319964

## Attachment N

## State Certifications

## Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

## Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)  
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:  
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
  - (b) [check **one** of the following boxes]
    - ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
- ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
  - (a) He or she is a duly authorized representative of the Contractor named below;
  - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
  - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Veritas HHS, LLC

Contractor's  
Authorized Agent: Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

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

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

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



## ATTACHMENT O

### Union County Consolidated Human Services Agency

#### CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

##### **Certification Regarding Nondiscrimination**

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

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

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

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

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

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

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

- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Chief Executive Officer  
Title

Veritas HHS, LLC  
Agency/Organization

\_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)

**Attachment 1**  
**Required Contract Language Regarding IRS Publication 1075 Safeguarding Requirements**

**I. Performance**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.
- (2) The Contractor and the Contractor's employees with access to or who use Federal Tax Information (FTI) must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) The Contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the County or its designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (8) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (9) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (10) The County will have the right to void the contract if the contractor fails to provide the safeguards described above.



- (11) The Contractor agrees to comply with and assume responsibility for compliance by its employees with all additional safeguards described in the Proposal.

## **II. CRIMINAL/CIVIL SANCTIONS**

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **III. INSPECTION**

The IRS and the County, with 24 hours' notice, shall have the right to send their inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.



## **Request for Proposal No. 2024-069**

### **Child Support Enforcement Services**

**Due Date:** April 17, 2024  
**Time:** 10:00 AM Local Time  
**Submittal Location:** Electronic Submission  
Union County Government Center  
Procurement Department  
500 N. Main Street, Suite 709  
Monroe, NC 28112

#### **Non-Mandatory Pre-Proposal Conference**

**Date:** April 3, 2024  
**Time:** 10:00 AM Local Time  
**Location:** Virtual – Link Provided in Section 2.3


#### **Procurement Contact:**

Vicky Watts, CLGPO  
Senior Procurement Specialist  
704.283.3601  
[vicky.watts@unioncountync.gov](mailto:vicky.watts@unioncountync.gov)

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## 1 NOTICE OF ADVERTISEMENT

### Union County, North Carolina Request for Proposals No. 2024-069 Child Support Enforcement Services

Electronic proposals will be received by the Union County's Procurement Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until **10:00 AM Local Time on April 17, 2024.**

Union County, North Carolina, through Human Services – Social Services, is seeking proposals from qualified firms for the administration of the Union County Child Support Enforcement (CSE) Program.

This solicitation follows the Uniform Administrative Requirements (UG), Cost Principals, and Audit Requirements for Federal awards (2 C.F.R. Part 200). Contracts resulting from this solicitation may be funded with federal grant funds which have been procured in a manner that is in compliance with all applicable Federal laws, policies, and standards as well as state law and local policies.

Copies of the solicitation may be obtained from the locations listed below:

1. Download the Solicitation Documents from the Union County website:  
<https://www.unioncountync.gov/departments/bids-procurement/current-bids>
2. Download the Solicitation Documents from the State of North Carolina eVP website:  
<https://evp.nc.gov/solicitations/> (Search County of Union)

A virtual Non-Mandatory, Pre-Proposal Conference will be held on **April 3, 2024 at 10:00 AM Local Time**. Representatives from the Union County Social Services will be on-hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged. Meeting link is located in Section 2.3 of this solicitation.

All questions about the meaning or intent of the RFP Documents are to be submitted in writing to the Procurement Representative listed on the cover page ([vicky.watts@unioncountync.gov](mailto:vicky.watts@unioncountync.gov)) no later than **April 5, 2024 at 5:00 PM Local Time.**

Union County reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest. Union County also reserves the right to award to multiple vendors. Service Providers are required to comply with the non-collusion requirements set forth in the Solicitation Documents.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.

*End of Advertisement*

## 2 SUBMITTAL DETAILS

### 2.1 PROPOSAL SUBMISSION DEADLINE

All Proposals are to be received electronically by the Union County Procurement Department no later than **April 17, 2024 at 10:00 AM Local Time**, per the instructions below. Any proposals received after this date and time shall be rejected without exception.

### 2.2 PROPOSAL SUBMISSION REQUIREMENTS

The proposal must be submitted electronically using the following link: <https://lfportal.unioncountync.gov/Forms/procurementsubmit>. The proposal must be signed by a person who is authorized to bind the proposing Company. Instructions for preparing the proposal are provided herein.

Select the solicitation drop down arrow and choose this RFP from the list. Complete the form, upload your proposal as one (1) complete document, and select submit. The maximum size accepted is 30 MB. A delivery notification email, from [LF-Forms@co.union.nc.us](mailto:LF-Forms@co.union.nc.us), will be sent as your confirmation of receipt.

**Paper submissions and/or email submissions will not be accepted.**

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

Union County reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest, cancel this solicitation and award to multiple vendors.

### 2.3 VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE

A virtual Non-Mandatory Pre-Proposal Conference will be held on **April 3, 2024 at 10:00 AM Local Time** at the link below. Representatives from Union County Social Services will be on-hand to give a brief overview of the project and to answer questions. Although attendance at this meeting is not mandatory, it is strongly encouraged.

**Microsoft Teams** [Need help?](#)

[Join the meeting](#)

Meeting ID: 238 142 758 698

Passcode: w3qoky

### 2.4 PROPOSAL QUESTIONS

Proposal questions will be due on or before **April 5, 2024 at 5:00 PM Local Time**. The primary purpose of this is to provide participating vendors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions by email to Vicky Watts at [vicky.watts@unioncountync.gov](mailto:vicky.watts@unioncountync.gov) by the deadline shown above. The email should identify the proposal number and title. All questions and

answers may be posted as addenda on the Union County Website or the State of North Carolina eVP Website as indicated on the advertisement page.

## **2.5 PROPOSAL ADDENDUM**

Union County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum. Should an Offeror find discrepancies or omissions in this RFP, or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix C, Addendum and Anti-Collusion Form.

## **2.6 COMMUNICATION**

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this Request for Proposals must be made only through the Procurement Contact noted on the cover of this RFP. A violation of this provision is cause for the County to reject a Company's proposal. No contact regarding this document with other County employees is permitted and may be grounds for disqualification.

# **3 INTRODUCTION**

## **3.1 COUNTY**

The County (estimated population 247,058) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

## **3.2 PURPOSE**

Union County is seeking proposals for the administration of the Union County Child Support Enforcement (CSE) Program. This will be accomplished by working in close relationship with Union County Division of Social Services and any other agency attendant to the CSE Program.

## **3.3 NOTICE OF FEDERAL FUNDING**

This solicitation follows the Uniform Administrative Requirements (UG), Cost Principals, and Audit Requirements for Federal awards (2 C.F.R. Part 200). Contracts resulting from this solicitation may be funded with federal grant funds which have been procured in a manner that is in compliance with all applicable Federal laws, policies, and standards as well as state law and local policies.

# **4 SCOPE OF WORK**

The County intends to award a contract to the Offeror(s) that provides the best solution to meet its' needs, as defined in this RFP.

#### 4.1 PROVIDER QUALIFICATIONS

The Service Provider must be able to:

1. Demonstrate a competency in performing services as defined in this RFP;
2. Demonstrate a successful history of providing Child Support Enforcement services in North Carolina or other similar state or local government;
3. Demonstrate a commitment to and understanding of the total Child Support Enforcement Program process;
4. Demonstrate knowledge of legal procedures, judicial operations, and office management and procedures; and
5. Demonstrate a working knowledge of the Automated Collection Tracking System (ACTS) which is used to transact much of the business conducted by the Child Support Enforcement Program.

If a Service Provider proposes any incentive payment program as a part of its proposed cost, a minimum of the following performance goals must be specified and will be included as terms of the contract as conditions of any accepted incentive:

1. Total collections vs. total program costs;
2. Percentage of the total caseload under order;
3. Collections rate to current support;
4. Paternity establishment rate;
5. Percentage of collections toward arrears;
6. A customer service rating of satisfactory as determined by a survey with a 95% baseline positive rating; and
7. Customer referrals to the County, as appropriate, for participation in such programs as employment, healthy families, and domestic violence prevention.

#### 4.2 COUNTY'S RESPONSIBILITIES

1. To provide court process services through the Union County Sheriff's Department.
2. To prepare and transmit referrals to the Service Provider on appropriate cases pursuant to Title IV-D. Such referrals shall be made through NCFast. Such referrals will contain the name of the recipient, names of the children and the associated absent parent (if known), such identifying information as is available to assist in the location and support enforcement process, pertinent known legal information relative to marital status and order for support, the amount of the family's assistance grant, available data relative to the absent parent's whereabouts and employment, and any other available information which may relate to the support process.
3. To furnish Service Provider with all materials furnished by the State to operate the Child Support Program in the County. Such materials consist of the CSE and ACTS equipment furnished by the State and any program manuals associated with the IV-D Program, including those covering ACTS. The County will not be providing any additional equipment such as computers, printers, servers, or switches. Nor will the County provide any wire rack, UPSs, or patch panel.
4. To monitor Service Provider performance through agreed procedures.

5. To issue a letter delineating deficiencies found (if any) as a result of any County, State, or Federal review and requesting submittal or a written corrective action plan within sixty (60) days.
6. To review the Service Provider's performance once a corrective action period begins in accordance with the corrective action plan, and if the Service Provider is in compliance, to issue a written statement of such compliance.
7. To coordinate communications between key community stakeholders and the Service Provider and to issue press releases regarding any changes in operations that may affect the provision of CSE services.

#### **4.3 SERVICE PROVIDER'S RESPONSIBILITIES**

The Service Provider's contract responsibilities shall include, but are not limited, to the following:

1. To establish and maintain a child support enforcement program in Union County which complies with the provisions of Title IV, Part D of the Social Security Act, as amended, Title 45, Code of Federal Regulations, Article 9, Chapter 110 of the North Carolina General Statutes, as amended State laws and regulations, and to be totally responsible and accountable for the proper operation of such a program for all current, ongoing, and backlog cases in Union County.
2. To provide all child support enforcement services following standard and accepted child support practices, policies, and procedures and in doing so pursuing the best interest of the child(ren) for whom support is sought.
3. To provide testimony, evidence, and support necessary for the establishment of paternity, establishment and enforcement of child support orders, and the review and modification of support orders pursuant to federal and state laws, in civil, criminal, and administrative forums. The choice of forum shall be based on the facts of each case, the judgment of legal counsel, and the best interest of the child. The Service Provider will be responsible for providing legal staff to service CSE cases. No County-provided legal services are available.
4. To bring all court actions in the manner as prescribed by N.C. General Statute 110-130.1 and to notify the appropriate County official in a timely fashion of any judicial or administrative decision or settlement agreement that negatively affects the County's or State's interests and agrees not to enter any settlement which results in the County's or State's loss of revenue without prior approval. The Service Provider may appeal any judicial or administrative order and shall cooperate with the State, in the event, the State chooses to appeal. In the event that the Service Provider thinks that a decision needs to be appealed, the Service Provider shall consult with the appropriate County official prior to filing a Notice of Appeal. The County will notify the Service Provider within 30 days of signing this agreement as to the name of the appropriate County official.
5. To utilize the State's automated systems that affect the Child Support Enforcement Program. Any additional automation needs deemed necessary to assist the Service Provider in carrying out its responsibilities shall be the responsibility of the Service Provider. The Service Provider shall retain all rights to such software developed by the Service Provider, at the Service Provider's expense, to assist Service Provider in carrying out its duties under this agreement. Software developed by the Service

- Provider at public expense shall be owned by the County. Such software, including source code, shall be returned to the County at the time of the contract termination.
6. To be responsible for connectivity to the State's automated systems and any other automated systems, purchase and maintenance of hardware, on-going software maintenance and any other applications.
  7. To provide necessary office equipment, furniture, and any other related items to operate and maintain office space during the term of the contract. The office space cannot be used for any other business without written approval from the County.
  8. To utilize documents produced by the State System. Any additional documents deemed necessary by the Service Provider shall contain language recommended by the Union County Department of Human Services.
  9. To immediately respond to the State CSE agency's central office on any requests for case status or information. Such response shall contain sufficient information regarding the status of the case to permit the State to reply to the inquiring party.
  10. To maintain all records as required by any laws, or regulations enacted by the County, State, and/or Federal governments. Service Provider will follow all standards for retention of files after case closure, will maintain sufficient space for storage of records produced under this contract, and will maintain an inventory of stored documents to expedite retrieval. Stored documents will be made available to the Division of Social Services within two (2) workdays of the request.
  11. To return all case and automated files to the Union County Division of Social Services at the time of contract termination.
  12. To be responsible for the recruitment, hiring, management, and proper training of staff assigned to the project. Maintain sufficient staff to serve all customers on a timely basis. The Service Provider is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Service Provider will not sub-contract without written approval from the County.
  13. To ensure that the child support office administrator and/or staff attend any meetings sponsored by the County and/or State at which attendance is requested.
  14. Upon the request of any State or County Official, the Service Provider shall make case files immediately available for audit or case review sampling purposes. The Service Provider shall comply with any corrective action as set forth in any non-compliance letter received from the County, State, or Federal government within thirty (30) days of receiving the letter.
  15. To revise and or clarify within fifteen (15) working days any Corrective Action Plan which the County or State determines to be unacceptable in addressing deficiencies.
  16. To refer any cases of fraud related to child support enforcement to the appropriate County and/or State officials.
  17. To provide, on a monthly basis, statistical information relative to the caseload, collections, and services in such a manner and format as prescribed by the County. To cooperate fully with the data collection with the services performed under this contract.
  18. To develop, with input from the County, a customer satisfaction survey that will be conducted at a minimum of once per year. Customer is defined as a client seeking services, the Court system, law enforcement agencies, and other governmental



- agencies with which the Service Provider interfaces on a regular basis. The results of this survey shall be reported to the Union County Division of Social Services.
19. To provide relevant information immediately and file proof of claim with the bankruptcy court on behalf of the County in a timely manner in the event the Service Provider receives notice that an obligor has filed a bankruptcy petition.
  20. To collect and report to the County any fees required to be charged under State or Federal law, regulation or policy.
  21. To comply fully with the aforementioned and all other provisions of Title IV, Part D of the Social Security Act, as amended, Title 45, Code of Federal Regulations, North Carolina General Statutes, and the program instructions issued by the County.
  22. To cooperate, to the fullest extent allowed by law, with other county, state, and federal entities. This provision also covers other entities operating Child Support Enforcement Programs pursuant to Title IV, Part D of the Social Security Act as amended.
  23. To comply with all confidentiality laws, rules, and regulations pertaining to the CSE Program during the transition, operation, and post operation of the Program.
  24. To advise the Division of Social Services in writing within five (5) days of the receipt by the Service Provider of any notice of deficiency from the State of Federal government or any adverse audit results.
  25. To cooperate with the Division of Social Services and the County in answering customer complaints related to CSE in a timely manner.
  26. To agree that all Title IV-D case files will be maintained and used solely for child support purposes and safeguarded as provided in 45 CFR 303.21, N.C. Gen. Stats. 110-139 and 108A-80. The Service Provider will comply with all other applicable laws and regulations in addition to those specifically set forth.
  27. To agree that any information obtained through the Federal Parent Locator Services, as well as address and asset information obtained through the Internal Revenue Service must be safeguarded according to 45 CFR 303.70 and 26 U.S.C. 6103(p)(4). All personnel authorized to handle such tax-related information will sign an IRS Confidentiality Form, to be provided by the State, and will return the signed original to the State. The Service Provider will comply with all other applicable laws and regulations in addition to those specifically set forth.
  28. To provide the County with a copy of its annual audit report prepared by the Contractor's external certified public accountant within one hundred twenty (120) days of the end of the Contractor's fiscal year.
  29. To procure all the necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of Federal, State, and local governments in which work under any resulting contract is performed.

#### **4.4 SERVICE PROVIDER'S FINANCIAL INFORMATION**

The Service Provider must have the following financial information readily available and have the ability to provide it to the County, without exception, within twenty-four (24) hours upon request during the proposal evaluation process:

1. Annual audited financial reports for the past five (5) fiscal years.
2. Credit reports, credit bulletins, bank and vendor references, and any other published statements by agencies that have been issued or published about the entity within the past five (5) years.

3. Indicate whether the Service Provider (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last five (5) years.
4. Provide a description of the financial impact of any past or pending legal proceedings and judgments that could materially affect the Service Provider's financial position or ability to provide services to the County.

## 5 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

### 5.1 TERMS OF SUBMISSION

All material received from a person or company ("Respondent") in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent's sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as "Trade Secret – Confidential and Proprietary Information," and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent's materials which was properly labeled by the Respondent as a trade secret, Union County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

### 5.2 PROPOSAL FORMAT

**The County desires all responses to be identical in format in order to facilitate comparison.** While the County's format may represent a departure from the Offeror's preference, the County requests adherence to the format. All responses are to be in the format described below.

Offerors should prepare their proposals in accordance with the instructions outlined in this section. Each Offeror is required to submit the proposal electronically – Refer to Section 2.2. Each section should be identified as described below. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP.

Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

Proposals must not exceed 25 pages, 8 1/2" x 11" with one (1) inch margins typed with Arial or Times New Roman font, and text size minimum of eleven (11) points. All proposals must include titles that correspond with the bolded sections and subsections to which the information pertains. *Charts and screenshots are not restricted to formatting requirements; however, please use your judgment for decipherability. Resumes do not count against the 25 total proposal pages.*

The RFP should include a response to each of the following criteria. **Failure to address each area could result in rejection of a proposal.** Please provide a table of contents in the format of the proposal requirements identifying each section and subsection. Include examples of procedures, reports, or other information where applicable.

The proposal should be organized and identified by sections using labeled titles:

- **Section A** – Cover Letter
- **Section B** – Company and Qualifications
- **Section C** – Project Approach
- **Section D** – Subcontracting
- **Section E** – Key Staff
- **Section F** – References
- **Section G** – Required Forms

Omissions and incomplete answers may be deemed unresponsive.

#### **5.2.1 SECTION A – COVER LETTER**

The cover letter shall briefly introduce your firm, principal in charge, and area(s) of experience in which your firm is seeking consideration. Also, include the following:

- Expression of firm's interest in the work.
- Statement of whether firm is on register with the Secretary of State.
- Legal company name and DBA (if applicable).
- Corporate headquarters' address, phone number and Website address.
- Location Providing Service (if different from headquarters), address and telephone number.
- Required: Name of single point of contact, title, direct telephone number and/or extension and direct email address.

- Name of person with binding authority, title, address, direct telephone number and/or extension and email address.
- Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its Statement of Qualifications: “The information contained in this SOQ or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This SOQ includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts.”

### **5.2.2 SECTION B – COMPANY AND QUALIFICATIONS**

This section provides each company with the opportunity to demonstrate how its history, organization, and partnerships differentiate it from other companies. Careful attention should be paid to providing information relevant to Union County needs.

- Provide company history, and number of years in business under the current organizational name, structure and services offered.
- Describe your company’s complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.
- How many public sector (cities and counties) clients does your company have?
- Provide a management organization chart of your company including director and officer positions and names and the reporting structure.
- Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the solicitation.
- List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.
- Are audited or otherwise verifiable financial statements available upon request?
- Is the bidder’s organization involved in any pending litigation that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services.
- Recent results of client feedback (survey results, comments, etc.) for a similar program.
- Detailed description of specific tasks you will require from County staff. Explain what the respective roles of County staff and your staff would be to complete the tasks specified herein.

### **5.2.3 SECTION C – PROJECT APPROACH**

- Prepare and submit a Project Plan that describes all times, tasks, and resources associated with the performance of services as identified in the RFP.
- Describe the communications scheme that the organization will use to keep the County informed about the progress of the project. Describe the risks associated with this contract. What contingencies have been built in to mitigate those risks?
- Describe the company’s criteria for recruiting, hiring, and evaluating staff.

- Provide minimum qualifications, experience, and background checks required for each position used in the organization chart. Describe the organization's customer service philosophy and describe how it is communicated and reinforced throughout the organization. Describe the organization's management plan and indicate any management strategies that include Total Quality Management.
- Describe the organization's continuous improvement program and how the current customers benefit from the service improvements. Describe the organization's experiences in adapting to changing technologies. Explain how the organization ensures that personnel performing technical support services are qualified and proficient. Describe the organization's approach, policies, and experience with respect to deployment of its personnel.
- Provide detailed information regarding the business segments of the organization, showing reporting structures within these segments and among these segments and the overall organization. Describe any organizational changes such as divestitures, acquisitions, or spin-offs of business segments that have occurred in the last two (2) years or are anticipated in the future.

#### **5.2.4 SECTION D – KEY STAFF**

- Provide a list of staff who will be working on this project and indicate the functions that each will perform.
- List the percentage of time that your assigned staff/team member will dedicate to this project.
- Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the County for approval before they begin work.
- Resumes may be attached to this proposal.

#### **5.2.5 SECTION E – SUBCONTRACTING**

This section should identify any of the required services that you intend to subcontract, if any, providing the following information:

- Reason for subcontracting
- Proposed subcontractor responsibilities.
- Name of the subcontractor and location.

#### **5.2.6 SECTION F - REFERENCES**

List three (5) client references with which you have had contracts currently or within the past three (3) years for this service. Please provide the following for each client:

- a. Name of Company/Government Entity
- b. Address
- c. Project Name
- d. Contact Name and Title
- e. Phone Number
- f. Email Address
- g. Length of Service

### 5.2.7 SECTION G – REQUIRED FORMS

Offerors must include signed copies of the following documents in this section:

1. Appendix A – Cost Form
2. Appendix B – Proposal Submission Form (signed)
3. Appendix C – Addenda Receipt and Anti-Collusion (signed)

## 6 EVALUATION CRITERIA AND SELECTION PROCESS

### 6.1 SELECTION PARTICIPANTS

1. Maintaining the integrity of the RFP process is of paramount importance for the County. To this end, please do not contact any members of Union County or its staff regarding the subject matter of this RFP until a selection has been made, other than the County's designated contact person identified in the introduction to this RFP.
2. Representatives of Union County will read, review, and evaluate the RFP independently based on the evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected Offerors. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
3. The Owner will establish an RFP Evaluation Team to review and evaluate the RFPs. The RFP Evaluation Team will evaluate the RFPs independently in accordance with the published evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected respondents.
4. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the RFPs.
5. The County reserves the right to determine the suitability of proposals on the basis of a proposal meeting scope and submittal criteria listed in the RFP. Evaluation criteria and other relevant RFP information will be used to assist in determining the finalist Vendor.

### 6.2 EVALUATION SELECTION PROCESS

A weighted analysis of the evaluation criteria will be utilized to determine the Vendor that represents the best value solution for the County.

In the evaluation and scoring/ranking of Offerors, the Owner will consider the information submitted in the RFP as well as the meetings (if applicable) with the respect to the evaluation criteria set forth in the RFP.

The initial evaluation criteria/factors and relative weights listed below will be used to recommend selection of the Proposed Offeror or for the purpose of selecting Short-Listed Offerors. The County may choose to award without engaging in interview discussions.

RFP Evaluation Criteria	Weights
Company Background, Qualifications, and Experience	25%
Project Approach and Management Philosophy	25%
Key Staff	25%
Compliance with Submittal Requirements	10%
Cost Schedule	15%

After identification of Short-Listed Offerors, the Owner may or may not decide to invite Short-Listed firms to interviews. If interviews are scheduled with the Short-Listed Offerors, previous evaluation and rankings are not carried forward. For the purpose of selecting a Preferred Offeror, the evaluation criteria will be given the following relative weights:

Interview Evaluation Criteria	Weights
Proposed Approach, Implementation and Staff	65%
Cost, Quality and Relevance of Interview as it Relates to the Scope of the RFP	35%

### 6.3 AWARD PROCEDURE

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification.

**The County is not obligated to accept the lowest cost proposal. The County may accept the proposal that best serves its needs, as determined by County officials in their sole discretion.**

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

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

The County reserves the right to enter into negotiations with the top ranked Offeror. However, negotiations with the top ranked Offeror does not signify a commitment by Union County to execute a contract or to continue discussions.

The County reserves the right to terminate negotiations at any time and for any reason. The County may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful.

**The award shall be made in the best interest of the County. This Request for Proposal is not subject to any competitive bidding requirements of North Carolina law. The County reserves the right to accept other than the most financially advantageous**



proposal.

## **7 GENERAL CONDITIONS AND REQUIREMENTS**

### **7.1 TERMS AND CONDITIONS**

The contract award may have an initial term of three (3) years with two (2) one-year renewal options at the County's discretion, pending annual budget approval.

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

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

### **7.2 CONTRACTUAL OBLIGATIONS**

The contents of this Proposal and the commitments set forth in the Proposal shall be considered contractual obligations if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service.

### **7.3 SUB-CONTRACTOR/PARTNER DISCLOSURE**

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

### **7.4 EXCEPTION TO THE RFP**

An "exception" is defined as the Service Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this RFP. Other than exceptions that are stated in compliance with this Section, each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider's solution, must be described in detail.

### **7.5 MODIFICATION OR WITHDRAWAL OF PROPOSAL**

Prior to the scheduled closing time for receiving proposals, any Offeror may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 180 days. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted.

## **7.6 EQUAL EMPLOYMENT OPPORTUNITY**

All Firms will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

## **7.7 MINORITY AND SMALL BUSINESS PARTICIPATION PLAN**

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

## **7.8 LICENSES**

The successful Firm(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

## **7.9 E-VERIFY**

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Offeror/Firm shall ensure that Firm and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

## **7.10 DRUG-FREE WORKPLACE**

During the performance of this Request, the Firm agrees to provide a drug-free workplace for their employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the Firm maintains a drug-free workplace.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

## 7.11 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

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

A. WORKERS' COMPENSATION

(for any agreement unless otherwise waived by the Risk Manager)

Statutory limits (where contractor has three or more employees) covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

(for any agreement unless otherwise waived by the Risk Manager)

Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit
\$5,000	Medical Expense Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

\$1,000,000	Combined Single Limit - Any Auto
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D. PROFESSIONAL LIABILITY

(for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc.)

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

E. POLLUTION LIABILITY INSURANCE

(for any agreement involving the clean-up or transportation of pollutants)

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)  
(for any agreement involving software applications)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Technology Errors & Omissions Insurance for a period of two (2) years following termination of the Agreement.

G. Builder's Risk  
(for any agreement involving above ground construction projects)  
Amount of Contract

### ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:  
**UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.**

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: \_\_\_\_\_  
Contract #: \_\_\_\_\_

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:
- Union County  
500 N. Main Street, Suite #130  
Monroe, NC 28112
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

#### **7.12 INDEMNIFICATION**

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

*--Intentionally Left Blank--*

## 8 APPENDIX A – COST PROPOSAL

### RFP 2024-069 Child Support Enforcement Services

#### SUBMIT WITH PROPOSAL

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

The County is not obligated to accept the lowest cost proposal. The County may accept the proposal that best serves its needs, as determined by County officials in their sole discretion. The award shall be made in the best interest of the County. This Request for Proposal is not subject to any competitive bidding requirements of North Carolina law. The County reserves the right to accept other than the most financially advantageous proposal. Refer to Section 9 Evaluation Criteria and Selection Process.

Complete the following cost proposal in its' entirety and submit in Section G of your proposal.

Category	Contract Year 1	Contract Year 2	Option Year 3	Option Year 4	Option Year 5
Facility/Project Upgrade Cost - Computers, Furniture, Equipment					
Labor and Fringe Benefit Costs - Based on Current Pay Rates					
Other Direct Costs- Supplies, Phone Charges, Legal & Court Costs, etc.					
Corporate Services - Accounting Payroll, HR, IT, Insurance, Management					
Office Space, Utilities, Janitorial & Trash Disposal, and On-Site Parking					
Other items not outlined above. Please itemize and attach to proposal.					
Profit - _____ % of Proposed Fixed Price					
<b>Total Proposed Fixed Fee Price</b>					

## 9 APPENDIX B – PROPOSAL SUBMISSION FORM

### RFP 2024-069 Child Support Enforcement Services

**SUBMIT WITH PROPOSAL**

***This Proposal is submitted by:***

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

Representative Name: \_\_\_\_\_

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

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

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

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

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

Phone Number: \_\_\_\_\_

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

**It is understood that Union County reserves the right to reject any and all proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and resubmit this project. Proposal is valid for 120 calendar days from the Proposal due date and is submitted by an executive of the company that has authority to contract with Union County, NC.**

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

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

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

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



## 10 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM

### RFP 2024-069 Child Support Enforcement Services

#### SUBMIT WITH PROPOSAL

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on [www.co.union.nc.us](http://www.co.union.nc.us) and/or [www.ips.state.nc.us](http://www.ips.state.nc.us). It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

**I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Union County.**

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

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

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

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

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

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



## **Request for Proposals 2024-069**

### **Child Support Enforcement Services**

---

#### **ADDENDUM No. 1**

**ISSUE DATE: March 27, 2024**

Responding Offerors on this project are hereby notified that this Addendum shall be made a part of the above named RFP document.

The following items add to, modify, and/or clarify the RFP documents and shall have the full force and effect of the original Documents. This Addendum shall be acknowledged by the Offeror in the RFP document.

### **Add/Delete Section**

1. **Delete:** Section 5.2 Proposal Format, 3<sup>rd</sup> Paragraph: "Proposals must not exceed 25 pages, 8 1/2" x 11" with one (1) inch margins typed with Arial or Times New Roman font, and text size minimum of eleven (11) points. All proposals must include titles that correspond with the bolded sections and subsections to which the information pertains. *Charts and screenshots are not restricted to formatting requirements; however, please use your judgment for decipherability. Resumes do not count against the 25 total proposal pages.*"

**Add:** Section 5.2 Proposal Format, 3<sup>rd</sup> Paragraph: Proposals must not exceed 50 pages, 8 1/2" x 11" with one (1) inch margins typed with Arial or Times New Roman font, and text size minimum of eleven (11) points. All proposals must include titles that correspond with the bolded sections and subsections to which the information pertains. *Charts and screenshots are not restricted to formatting requirements; however, please use your judgment for decipherability. Resumes, tabs, divider sheets, and required forms do not count against the 50 total proposal pages.*

2. **Delete:** Item 5.2.6, Section F References, 1<sup>st</sup> Sentence: "List three (5) client references with which you have had contracts currently or within the past three (3) years for this service. Please provide the following for each client:"

**Add:** Item 5.2.6, Section F References, 1<sup>st</sup> Sentence: List five (5) client references with which you have had contracts currently or within the past three (3) years for this service. Please provide the following for each client:

***End of Add/Delete Section***

### **Questions/Answers Section**

1. RFP Requirement, Proposal format, page 12 - Would the County consider increasing the limit to 50 pages inclusive of only Sections B, C, and E, in the limitation?

Answer: See Add/Delete Section.

2. RFP Requirement 5.2.6, Section F, References, Page 14 - This section reads: "List three (5) client references . . ." Please clarify if bidders are to provide three or five references.

Answer: 5 References. See Add/Delete Section.

***End of Questions/Answers Section***

**End of Addendum No. 1**



**Request for Proposals 2024-069**  
**Child Support Enforcement Services**

.....

**ADDENDUM No. 2**  
**ISSUE DATE: April 10, 2024**

Responding Offerors on this project are hereby notified that this Addendum shall be made a part of the above named RFP document.

The following items add to, modify, and/or clarify the RFP documents and shall have the full force and effect of the original Documents. This Addendum shall be acknowledged by the Offeror in the RFP document.

## **Add/Delete Section**

### **1. Delete:** Section 5.2 Proposal Format, 6<sup>th</sup> Paragraph:

The proposal should be organized and identified by sections using labeled titles:

- **Section A** – Cover Letter
- **Section B** – Company and Qualifications
- **Section C** – Project Approach
- **Section D** – Subcontracting
- **Section E** – Key Staff
- **Section F** – References
- **Section G** – Required Forms

**Add:** Section 5.2 Proposal Format, 6<sup>th</sup> Paragraph:.

The proposal should be organized and identified by sections using labeled titles:

- **Section A** – Cover Letter
- **Section B** – Company and Qualifications
- **Section C** – Project Approach
- **Section D** – Key Staff
- **Section E** – Subcontracting
- **Section F** – References
- **Section G** – Required Forms

### **2. Delete:** Section 5.2 Proposal Format, 3<sup>rd</sup> Paragraph (Addendum 1): Proposals must not exceed 50 pages, 8 1/2" x 11" with one (1) inch margins typed with Arial or Times New Roman font, and text size minimum of eleven (11) points. All proposals must include titles that correspond with the bolded sections and subsections to which the information pertains. *Charts and screenshots are not restricted to formatting requirements; however, please use your judgment for decipherability. Resumes, tabs, divider sheets, and required forms do not count against the 50 total proposal pages.*

**Add:** Section 5.2 Proposal Format, 3<sup>rd</sup> Paragraph: Proposals must not exceed 75 pages, 8 1/2" x 11" with one (1) inch margins typed with Arial or Times New Roman font, and text size minimum of eleven (11) points. All proposals must include titles that correspond with the bolded sections and subsections to which the information pertains. *Charts and screenshots are not restricted to formatting requirements; however, please use your judgment for decipherability. Resumes, tabs, divider sheets, and required forms do not count against the 75 total proposal pages.*

***End of Add/Delete Section***

## **Questions/Answers Section**

1. The County has set a 25-page limit. It has also requested a project plan (5.2.3). In a transition, the incoming vendor will typically have a longer list of tasks to capture and track, and our project plan

***Page 2 of 3***

for a project like this would ordinarily be 10-15 pages. We would like to provide the details of a transition in a full project plan but can only do so if the County agrees not to count the project plan against the 25-page limit. Would the County agree to this?

Answer: See Add/Delete Section.

2. Does the Vendor or County pay genetic testing fees?

Answer: The county pays genetic testing fees.

3. Are there physical files? If so, please provide the number of open and closed files currently maintained by the Vendor.

Answer: All open cases are electronic once an order is established. Closed files are physical files, but we are unable to provide an exact number of files.

4. On page 12 of the proposal, Section D is listed as Subcontracting and Section E is listed as Key Staff. On page 14, these two sections are flipped in order. We believe that the logical order is for Section D to be Key Staff, and Section E to be Subcontracting. Would the County agree to that?

Answer: See Add/Delete Section.

5. Section C – Project Approach does not specifically require that vendors address all 29 of the “Service Provider’s Responsibilities” listed in Section 4.3. Doing so would add considerably to the length of the proposal. Would the County consider vendors stating that they will comply with all of these requirements, and choose to provide more detail on specific requirements that would help to differentiate their approach? For example, providing a response to the requirements related to the annual audit, procuring permits, replying to corrective action plans within 15 days may not be that helpful to evaluators.

Answer: The county will consider vendors stating that they will comply with the requirements as sufficient.

#### ***End of Questions/Answers Section***

#### **End of Addendum No. 2**

## ATTACHMENT 3





## **Proposal to Provide Child Support Enforcement Services for Union County, North Carolina**

RFP #2024-069

April 17, 2024

### **Submitted Via Email to:**

Vicky Watts, CLGPO  
Senior Procurement Specialist  
Union County Government Center  
Procurement Department  
500 N. Main Street, Suite 709  
Monroe, NC 28112

### **Submitted by:**



1120 Lincoln Street, Suite 1300  
Denver, CO 80203



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## Cover Letter





April 12, 2024

Vicky Watts. CLGPO  
Union County Government Center  
Procurement Department  
500 N. Main Street, Suite 709  
Monroe, NC 28112

Subject: Proposal to Provide Child Support Enforcement Services for Union County  
RFP #2024-069

Dear Ms. Watts:

Veritas HHS is pleased to submit our proposal to continue providing child support enforcement services for Union County. As instructed, we are submitting our proposal electronically using the link provided in the RFP (<https://lfportal.unioncountync.gov/Forms/procurementsubmit>).

Our company's legal name is Veritas HHS, LLC. We are registered with the Secretary of State to do business in North Carolina. Our corporate headquarters is located at:

1120 Lincoln Street, Suite 1300  
Denver, CO 80203  
Telephone: 303-830-1400  
Website Address: [veritas-hhs.com](http://veritas-hhs.com)

As chief executive officer, I am a legal representative of the company and authorized to execute legal documents and bind the company to a contract in the event of an award. Christine (Chrissy) Brogdon, our chief operating officer, is also authorized to act in this capacity. Chrissy will serve as the single point of contact for questions relating to our proposal. Our contact information is:

Robert G. (Bob) Williams	Christine (Chrissy) Brogdon
Chief Executive Office	Chief Operating Officer
303-830-1400 (o)	803-765-1077 (o)
303-886-8035 (c)	803-413-4374 (c)
303-500-0672 (f)	303-500-0672 (f)
<a href="mailto:rwilliams@veritas-hhs.com">rwilliams@veritas-hhs.com</a>	<a href="mailto:cbrogdon@veritas-hhs.com">cbrogdon@veritas-hhs.com</a>

Veritas HHS is enthusiastic about the prospect of continuing to partner with Union County to provide child support services. We will provide services that are fully compliant with the provisions of Title IV, Part D of the Social Security Act, as amended; Title 45, Code of Federal Regulations; Article 9, Chapter 110 of the North Carolina General Statutes, as amended; and State laws and regulations. We will be totally responsible and accountable for the proper operation of the child support program for the County.

We are proud of our record over the four years we have been operational. Our contract goal was to increase the county's ranking from 87<sup>th</sup> to the top half of all counties (50 or lower) in the first five years of the contract, but we achieved our goal much sooner. As of March 2024, the County now ranks 40<sup>th</sup>. We have steadily increased all performance measures, despite the challenges posed during the



pandemic. We have shown our commitment by keeping our promises to move to a new, purpose-designed facility; add a resource coordinator to expand supportive services for parents; install an imaging and electronic data management system to help staff work smarter; image all historical files; and collaborate with Social Services to integrate our services more closely with related programs.

In a new contract term, we will continue to provide services to our Union County child support customers at:

1643 Campus Park Drive, Suite B  
Monroe, NC 28112  
Telephone: 704-289-4356

Our mission and values guide everything we do. They provide the foundation for a vibrant office culture that enthusiastically embraces high goals and engages in a process of continuous improvement. We pledge to continue to provide the same high level of service within the framework of a family-centered approach.

The information contained in this SOQ or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County is true, accurate, and complete. This SOQ includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts.

Sincerely,



Robert G. Williams  
Chief Executive Officer



## **Company and Qualifications**

## SECTION B: COMPANY AND QUALIFICATIONS

### Introduction

Veritas HHS welcomes the opportunity to continue applying our program expertise and creativity to child support services in Union County, which we have successfully operated since September 2019. We offer the best record in child support in terms of:

- Consistent record of performance improvement
- Highly compliant programs, as measured by self-assessment and external audits
- Fully imaged offices with electronic document management (EDM) systems
- Innovations in establishment and enforcement methodologies
- Rigorous accountability structure
- Excellent customer service
- Family-centered approach

Owned in its entirety by committed child support experts, Veritas HHS is a national company with a successful record of providing full services to a wide array of child support projects, including five other county programs in North Carolina. Our executives are some of the most experienced and successful in the nation in managing this type of service. Specifically, our chief executive officer, Bob Williams, has longer experience operating contracted child support offices than any other individual in the U.S.

Chrissy Brogdon, chief operating officer, who is based in Columbia, South Carolina, will continue to provide senior executive oversight for a new contract. Chrissy began her child support career in 1991 as a case manager in South Carolina's child support program. She subsequently held positions in policy development, training, and administration in the program's state office before joining Policy Studies Inc., where she had major executive responsibilities over child support operations in multiple states. As chief operating officer for Veritas HHS, Chrissy directly oversees our child support operations in Buncombe, Burke, Polk, Transylvania, and Wayne Counties. Her involvement provides Union County with a level of management expertise unavailable from other companies. In a new contract term, Latesha Doss will continue to serve as program manager, and Barry Howard will continue as the on-site attorney.

Veritas HHS has demonstrated its commitment to provide the right technologies to support its child support offices. In the current contract term, we installed the Vasion imaging and electronic case management system, digitized all active case files, and complemented North Carolina's automated child support system (ACTS) with supplemental case tracking and business analytics that enabled our case managers to work smarter and manage their caseloads better. Most recently, we installed our state-of-the-art Talkdesk telephony system to effectively manage incoming calls to the office.

Operationally, Latesha Doss has led the office to significant performance improvement. In August 2019, the month prior to Veritas HHS assuming



**V** Our current contract goal was to increase Union County's ranking to the top half of all counties (49 or higher) in the first five years of the contract. Under Latesha Doss' leadership, Union County moved up in the all-county composite rankings from 87<sup>th</sup> to 40<sup>th</sup>. Veritas HHS is committed to continuing Union County's climb in the rankings.

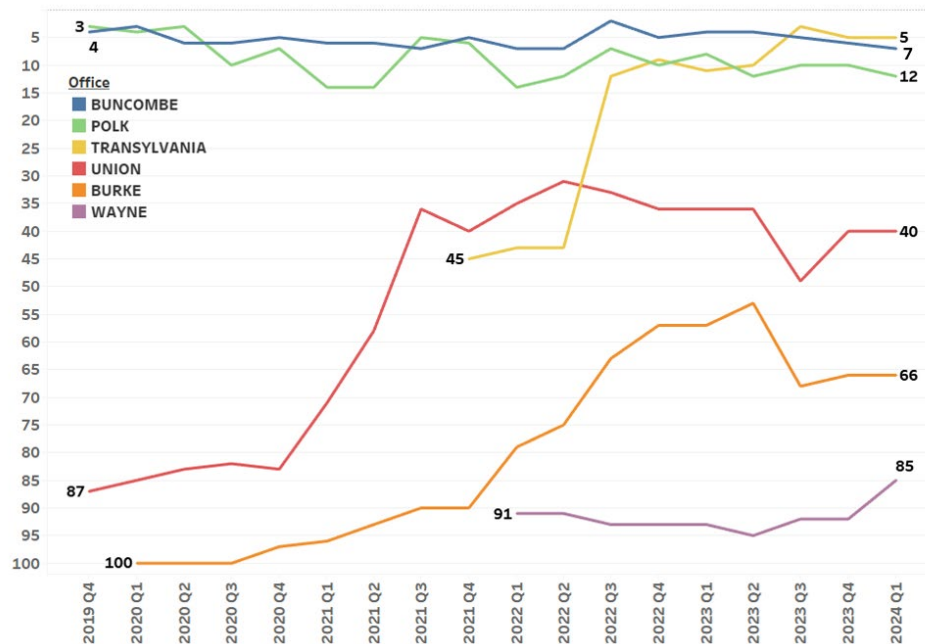
responsibility for the operation of the child support program, Union County ranked 87<sup>th</sup> out of 100 Counties in performance on the five federal incentive measures. As we stated in our proposal in 2019, it was our goal to move the program at least into the top half of all counties during the contract period and lay the foundation for continued improvement thereafter. We achieved our goal. As of March 2024, the County ranked 40<sup>th</sup> in a composite ranking of the five measures.

In the remainder of this section, we provide a summary of our company's history, corporate structure, and our qualifications to continue providing child support services for Union County's families.

## Impressive Performance Improvements in North Carolina

Veritas HHS operates six offices in North Carolina: Union County with 4,722 cases, Buncombe County (Asheville) with 5,674 cases, Burke County (Morganton) with 2,418 cases, Polk County (Mill Spring) with 355 cases, Transylvania County (Brevard) with 687 cases, and Wayne County (Goldsboro) with 7,977 cases.<sup>1</sup> For Union, Buncombe, Burke, and Transylvania Counties, we have achieved impressive gains in their overall county rankings; and in Polk County, we have maintained high performance levels throughout our tenure. Wayne County is still a work in progress as we have faced significant challenges in office staffing, but it is now showing steady signs of a solid turn-around, which we expect to continue in the future. *Exhibit B-1* shows the progress each county has made in overall county rankings. For the ease of the reader, we start the trend line in 2019, when we started operating the Union County office, and show each county's ranking immediately prior to Veritas HHS assuming operations. The exception is Buncombe and Polk, which we began operating in July 2015. We follow this exhibit with a brief summary of accomplishments in our North Carolina operations.

**Exhibit B-1: North Carolina County Ranking Trend Under Veritas HHS**



<sup>1</sup> Case numbers as of December 2023.

### **Union County (Monroe), North Carolina: Dramatic Performance Improvement**

Veritas HHS assumed responsibility for Union County in September 2019. In the first year of operation, we:

- Moved the operation to a new, purpose-designed facility
- Added a resource coordinator to expand NCP supportive services
- Installed an imaging and an EDM system and digitized all active case files

In the four years we have been operational, we have achieved significant performance improvements and dramatically improved the county's ranking relative to the other 99 counties.

**Performance** As shown in *Exhibit B-2*, we have steadily increased all performance measures despite the pandemic. We have increased the order rate by almost four points, and we have increased current support by almost three points.

**Exhibit B-2: Union County Performance  
October 2019 through March 2024**

Metric	SFY2019 (Prior Contractor)	March 2024
PEP	98.84%	95.52%* (-3.32)
Order Rate	87.98%	92.13% (+4.15)
Current Support Rate	62.02%	64.63% (+2.61)
Arrears Rate	63.57%	62.30%* (-1.27)

*\*The paternity and arrears rates are cumulative and, therefore, not comparable due to different points of fiscal year. Yet, the County is on pace to outperform the SFY 2019 rates.*

Overall, Union County's performance improved dramatically relative to other counties. As a result, as shown in *Exhibit B-1* above, from August 2019 (the month before Veritas HHS assumed the contract) through March 2024, we improved the county's ranking from 87<sup>th</sup> to 40<sup>th</sup>. This is a strong performance in four-plus years. Our contract goal was to increase the county's ranking to the top half of all counties (49 or higher) in the first five years of the contract, and we have exceeded that.

### **Buncombe County (Asheville), North Carolina: Number 1 Urban Office in the State**

Veritas HHS assumed responsibility for the Buncombe County child support office on July 1, 2015, after having transitioned operations from another contractor. Buncombe is one of 10 urban counties in North Carolina. The Buncombe County office has 5,674 cases and 18.4 staff.

**Performance** While the office was already a high-performing office in 2015, we restructured the operation, increased the number of staff, developed operational plans to meet even higher goals, and implemented a supportive services program for our NCPs. With engaged executives and sound strategies, we have achieved excellent results. Most notably, from June 2015 through March 2024, we improved the county's overall ranking from 16<sup>th</sup> at contract start to 7<sup>th</sup> out of 100 counties, and in most months ranking in the top 5.

We installed our Vasion solution in our child support operation in Buncombe County, and we have digitized all active files. We also have a dedicated resource coordinator, who works closely with the court

in referring NCPs directly to employers or needed services. We have collaborated closely with the county on child welfare referrals, social media outreach, and other operational issues.

### ***Burke County (Morganton), North Carolina: Moving Up from Dead Last in the Rankings to #66***

**Performance** When we took over Burke County in February 2020, it ranked dead last among the State's 100 counties. This ranking understated the program's issues since its federal performance metrics were far below the next-lowest county ranked number 99. Of greatest concern, its order rate was under 65 percent, an extraordinarily low level. As a result, we set about to improve the performance metrics, and we have made dramatic progress. Burke's order rate has increased by more than 23 points. We have also increased current support by two points. During our first year, we moved the office from the county courthouse basement to new, professional facilities. We installed imaging and document management, and we have digitized 100 percent of active case files.

### ***Polk County (Mill Spring), North Carolina: A Small Office with Consistently High Rankings***

**Performance** Polk County only has 355 cases, and we operate the child support program there with one caseworker located on-site, with supervision and legal services provided through our Asheville (Buncombe County) office. With such a small caseload, Polk County's metrics are a bit volatile, but it has generally ranked in the top 15 counties in the state. As of March 2024, it ranked 12<sup>th</sup> out of 100 counties, with strong performance on all metrics.

### ***Transylvania County (Brevard), North Carolina: Currently Ranks #5***

**Performance** Transylvania County has 687 cases. We provide two caseworkers on site and, as with Polk County, we provide supervision and legal services from our Asheville office. When we assumed responsibility for Transylvania County in November 2021, its county ranking was 48 out of 100 counties. As of March 2024, we have raised that ranking to 5<sup>th</sup> out of 100 counties.

### ***Wayne County (Goldsboro), North Carolina: Order Rate Increases Nine Months in a Row***

**Performance** We assumed responsibility for Wayne County on March 1, 2022, two years ago. Until recently, performance numbers have remained flat during that period as we have addressed staffing shortages and training issues. With all positions filled and a performance improvement plan in place, we are seeing initial improvement, and we expect performance measures to improve considerably in the 2024 calendar year. We have increased cases under order for nine months in a row, imaged all case files, and have initiated planning for outreach to incarcerated parents.

### ***North Carolina Summary***

**Performance** With our strong overall performance, three of our six offices (Buncombe, Polk, and Transylvania) currently place in the top 12 of all 100 counties in North Carolina. Two of the three other offices (Burke and Union) have made sizable jumps in their rankings, with the sixth (Wayne) poised to do the same. Our strong performance in North Carolina underscores our ability to continue to improve Union County's performance while providing responsive customer service in a close collaborative relationship with the County.



## Performance Excellence in Tennessee

**Performance** Veritas HHS has operated the 21<sup>st</sup>/32<sup>nd</sup> and 29<sup>th</sup> Judicial Districts for more than seven years, the 10<sup>th</sup> JD for five years, the 11<sup>th</sup> JD for three years, the 6<sup>th</sup> JD for one year, and the 20<sup>th</sup> JD for nine months. Our tenure operating these offices has been characterized by strong performance, program innovation, high-quality casework, high standards of customer service, and exemplary family-centered initiatives. Our performance in Tennessee has been validated during our tenure, as the state has awarded us eight of the nine child support services contracts for the State, including those for all four urban areas. Due to the page limitation we are not providing detailed performance information on these six operations, but the pattern of performance improvement is similar to our North Carolina operations.

## Urban Office Success in Kansas and Maryland

Veritas HHS' first child support operations were in the two largest jurisdictions in Kansas: the 29<sup>th</sup> Judicial District (Kansas City) and the 18<sup>th</sup> Judicial District (Wichita). Subsequently, Veritas HHS assumed responsibility for child support services in Baltimore City, Maryland. Veritas HHS achieved major performance improvements in each of these venues, despite the challenging socioeconomic conditions in Kansas City and Baltimore. We also developed our resource coordinator model in Kansas City and further refined it in Baltimore City.

We began providing services in Baltimore in March 2018. Results for FFY 2018-2023 show the dramatic progress we achieved in our Baltimore operation, despite the pandemic (*Exhibit B-3*).

**Exhibit B-3: Baltimore City Performance Measures, FFY 2018-2023**

Metric	September 2018	September 2023	FFY 2018 – FFY 2023 Change
PEP	89.40%	97.67%	+8.27
Order Rate	72.81%	89.15%	+16.34
Current Support Rate	59.79%	53.85%	-5.94*
Arrears Rate	62.56%	64.29%	+1.73

*\*Implementation of a new automated system reduced current support rate by approximately 10 points in FFY 2023. This is a statewide issue and is under review.*

Veritas HHS' unique qualifications will enable us to continue to provide Union County with the resources it needs to perform at a high level, operate a compliant and effective program, and provide excellent customer service in a family-centered framework.

## Veritas HHS' History

*RFP Requirement: Provide company history, and number of years in business under the current organizational name, structure and services offered.*

**Experience** Veritas HHS was incorporated on March 3, 2011, became operational in January 2012, and has been providing consulting and operational services for 12-plus years. We have been providing the full range of child support services since September 2013. Because of our sustained success and the nationally recognized expertise of our executives, Veritas HHS has expanded steadily in



the intervening years. We currently operate child support offices in three states (Maryland, North Carolina, and Tennessee), and we have completed two notable contracts in Kansas. These included Kansas City and Wichita, the state's two largest jurisdictions.

In Maryland, we operate the Baltimore City child support project, which is one of the three largest single jurisdiction child support services contracts in the country. In North Carolina, we operate child support services for Buncombe, Polk, Union, Burke, Wayne, and Transylvania Counties (in order of contract start). New Hanover County recently awarded Veritas HHS a contract to provide child support services, which starts on July 1. In Tennessee, we operate child support offices (in order of contract start) in the 21<sup>st</sup>/32<sup>nd</sup> Judicial Districts (Franklin and Hohenwald), 29<sup>th</sup> Judicial District (Dyersburg), 10<sup>th</sup> Judicial District (Cleveland and Athens), 11<sup>th</sup> Judicial District (Chattanooga), 6<sup>th</sup> Judicial District (Knoxville), and 20<sup>th</sup> Judicial District (Nashville). Tennessee recently awarded Veritas HHS a contract to operate the child support office for the 30<sup>th</sup> Judicial District (Memphis), which starts on August 1, and a contract to operate the 27<sup>th</sup> Judicial District (Union City), which starts on December 1. In addition to these contracts, we operate voluntary paternity acknowledgment programs for South Carolina and Virginia.

## Veritas HHS' Structure

*RFP Requirements: Describe your company's complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.*

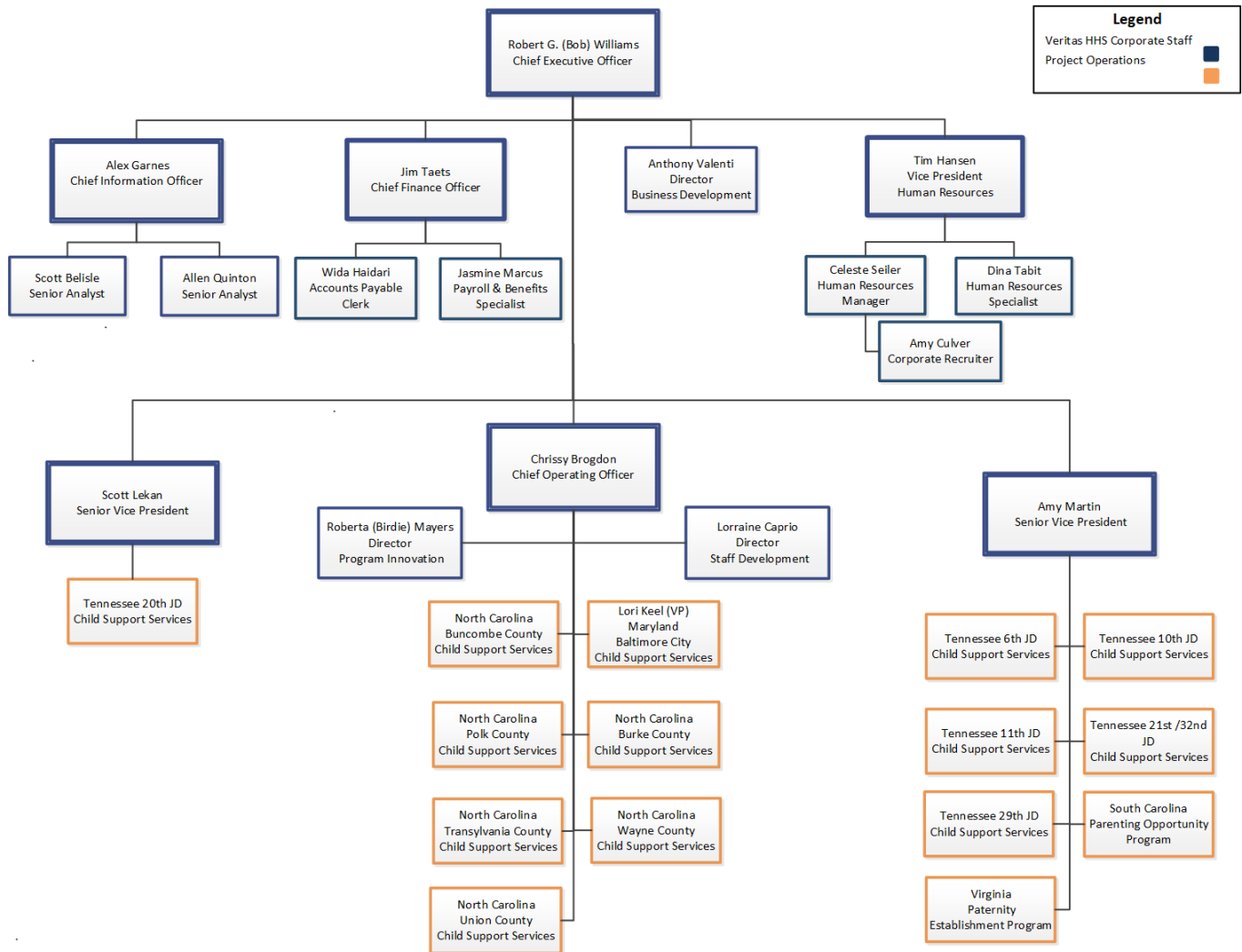
*Provide a management organization chart of your company, including director and officer positions and names and the reporting structure.*

Veritas HHS has no parent company, subsidiaries, affiliates or other related entities. Veritas HHS is a Colorado limited liability corporation. Two of its four owners are women. <sup>2</sup>Its physical location is 1120 Lincoln Street, Suite 1300, Denver, CO 80203.

*Exhibit B-4* below presents an organizational chart that shows Veritas HHS' complete structure, including director and officer positions and names. Our structure features short, direct lines of authority under which local program managers can resolve issues quickly and access corporate resources, as needed. Under this structure, Union County officials will also continue to have direct access to Veritas HHS' senior officers. As a result, they are able to raise any issues and have them rapidly addressed by the company's most senior executives.

<sup>2</sup> Three of the owners are senior officers: Bob Williams, Chrissy Brogdon, and Alex Ganes. The fourth owner of Veritas HHS is Audrey Williams, wife of Bob Williams. Audrey is not involved in day-to-day operations but brings to the Board her 10 years of experience supporting the implementation of two of the largest statewide automated child support systems (California and Michigan), and her seven years of experience as a senior business analyst with the Colorado Health Care Exchange.

### Exhibit B-4 Veritas HHS' Organizational Chart



Veritas HHS provides robust corporate resources to support the Union County contract. Our central office includes the normal functions of human resources and accounting. Tim Hansen, vice president of human resources, also actively supports the full-time HR generalists located in our larger offices (Baltimore and Nashville). Tim is well-acquainted with the staff in Union County and regularly visits all our offices to maintain his strong relationships with managers and line staff.

Jim Taets, chief financial officer, and his staff provide accounting and budget management services to the Union County contract. Alex Garnes ensures that the company provides our local offices with excellent IT support, as well as the business analytics tools that enable staff to work smarter.

In summary, the direct involvement of Veritas HHS senior executives who are child support experts, together with the short, direct lines of authority and strong corporate support functions, all contribute to effective operation of the Union County Child Support Services office. This structure will enable us to build on the foundation of success under a new contract.

## Veritas HHS' Clients

*RFP Requirement: How many public sector (cities and counties) clients does your company have?*

Veritas HHS' currently has 10 public sector clients, including six counties in North Carolina, as well as the States of Maryland, South Carolina, Tennessee, and Virginia. *Exhibit B-5* provides pertinent information regarding our current and completed contracts (caseloads, start dates, end dates, and contract contacts).

### Exhibit B-5: List of Veritas HHS' Contracts

Current Contracts		
Contract Description	Contract Term	Contact
Full-service child support operations for Buncombe County, North Carolina <ul style="list-style-type: none"> <li>• 5,674 cases</li> <li>• 18.4 staff (three staff are allocated partially to Polk and Transylvania Counties)</li> </ul>	July 1, 2015 – June 30, 2019 July 1, 2019 – June 30, 2022 July 1, 2022 – June 30, 2025	Phillip Hardin, Economic Services Director Buncombe County Department of Human Services Phone#: (828) 250-5592 Email: Phillip.Hardin@buncombecounty.org
Full-service child support operations for Burke County, North Carolina <ul style="list-style-type: none"> <li>• 2,418 cases</li> <li>• 10 staff</li> </ul>	February 1, 2020 – January 31, 2023 February 1, 2023 – January 31, 2024 February 1, 2024 – January 31, 2025	Amanda Grady, Economic Services Program Administrator Burke County Department of Social Services Phone #: (828) 764-9644 Email: amanda.grady@burkenc.org
Full-service child support operations for Polk County, North Carolina <ul style="list-style-type: none"> <li>• 355 cases</li> <li>• 1.2 staff</li> </ul>	July 1, 2019 – June 30, 2022 July 1, 2022 – June 30, 2025	Joshua Kennedy, Polk County HHSA Director Phone #: (828) 894-2100 Email: jkennedy@polknc.org
Full-service child support operations for Transylvania County, North Carolina <ul style="list-style-type: none"> <li>• 687 cases</li> <li>• 2.4 staff</li> </ul>	November 1, 2021 – October 31, 2024	Amanda Vanderoef, Director Transylvania County Department of Social Services Phone #: 828-884-3174 Email: amanda.vanderoef@transylvaniacounty.org
Full-service child support operations for Union County, North Carolina <ul style="list-style-type: none"> <li>• 4,678 cases</li> <li>• 13.85 staff</li> </ul>	October 1, 2019 – September 30, 2022 October 1, 2022 – September 30, 2023 October 1, 2023 – September 30, 2024	Karen Tucker Eligibility Division Manager Union County Government Department of Human Services Phone #: (704) 296-4389 Email: karen.tucker@unioncountync.gov
Full-service child support operations for Wayne County, North Carolina <ul style="list-style-type: none"> <li>• 7,977 cases</li> <li>• 19 staff</li> </ul>	March 1, 2022 – June 30, 2023 July 1, 2023 – June 30, 2024	Kim McGuire, Director Wayne County Department of Social Services Phone #: (919) 580-4034 Email: kimberly.mcguire@waynegov.com

Current Contracts		
Contract Description	Contract Term	Contact
Full-service child support operations for Baltimore City, Maryland <ul style="list-style-type: none"> <li>• 32,833 cases</li> <li>• 105 staff</li> </ul>	March 1, 2018 – February 28, 2021 March 1, 2021 – February 28, 2022 March 1, 2022 – February 28, 2023 March 1, 2023 – September 30, 2024	Jarnice Johnson, Deputy Director for Programs Maryland Child Support Administration Phone #: (410) 767-7886 Email: Jarnice.Johnson@Maryland.gov
Full-service child support operations for Tennessee 6 <sup>th</sup> Judicial District <ul style="list-style-type: none"> <li>• 17,439 cases</li> <li>• 42 staff</li> </ul>	December 1, 2022 – November 30, 2027	Patti Wood, Director of Operations, Child Support Field Services Tennessee Department of Human Services Phone #: 865-594-9115 Email: Patricia.Wood@tn.gov
Full-service child support operations for Tennessee 10 <sup>th</sup> Judicial District <ul style="list-style-type: none"> <li>• 8,565 cases</li> <li>• 22 staff</li> </ul>	May 1, 2019 – April 30, 2024 May 1, 2024 – April 30, 2029 (recently awarded)	Patti Wood, Director of Operations, Child Support Field Services Tennessee Department of Human Services Phone #: 865-594-9115 Email: Patricia.Wood@tn.gov
Full-service child support operations for Tennessee 11 <sup>th</sup> Judicial District <ul style="list-style-type: none"> <li>• 15,287 cases</li> <li>• 38 staff</li> </ul>	May 1, 2021 – April 30, 2026	Patti Wood, Director of Operations, Child Support Field Services Tennessee Department of Human Services Phone #: 865-594-9115 Email: Patricia.Wood@tn.gov
Full-service child support operations for Tennessee 20 <sup>th</sup> Judicial District <ul style="list-style-type: none"> <li>• 32,751 cases</li> <li>• 80 staff</li> </ul>	July 1, 2023 – June 30, 2028	Patti Wood, Director of Operations, Child Support Field Services Tennessee Department of Human Services Phone #: 865-594-9115 Email: Patricia.Wood@tn.gov
Full-service child support operations for Tennessee 21 <sup>st</sup> /32 <sup>nd</sup> Judicial Districts <ul style="list-style-type: none"> <li>• 4,574 cases</li> <li>• 13 staff</li> </ul>	December 1, 2016 – November 30, 2021 December 1, 2021 – November 30, 2024	Patti Wood, Director of Operations, Child Support Field Services Tennessee Department of Human Services Phone #: 865-594-9115 Email: Patricia.Wood@tn.gov
Full-service child support operations for Tennessee 29 <sup>th</sup> Judicial District <ul style="list-style-type: none"> <li>• 2,626 cases</li> <li>• 8 staff</li> </ul>	December 1, 2016 – November 30, 2021 December 1, 2021 – November 30, 2024	Patti Wood, Director of Operations, Child Support Field Services Tennessee Department of Human Services Phone #: 865-594-9115 Email: Patricia.Wood@tn.gov
South Carolina Parenting Opportunity Program (SC POP) <ul style="list-style-type: none"> <li>• 1 Staff</li> <li>• Statewide</li> </ul>	October 7, 2017 – October 6, 2022 October 7, 2022 – October 6, 2027	Glenn Hastie, Deputy Division Director Child Support Services Division South Carolina Department of Social Services Phone #: 803-898-9468 Email: glenn.hastie@dss.sc.gov

Current Contracts		
Contract Description	Contract Term	Contact
Virginia Paternity Establishment Program (VA PEP) <ul style="list-style-type: none"> <li>• 6 staff</li> <li>• Statewide</li> </ul>	January 1, 2019 – December 31, 2019 January 1, 2020 – December 31, 2020 January 1, 2021 – December 31, 2023 January 1, 2024 – December 31, 2027	Tressa Denise Johnson, Program Contract Administrator Division of Child support Enforcement Virginia Department of Social Services Phone #: 804-726-7421 Email: tressa.johnson@dss.virginia.gov

Completed Contracts		
Contract Description	Contract Term	Contact
Establishment and financial services for Kansas 18th Judicial District <ul style="list-style-type: none"> <li>• 3,353 paternity/establishment cases</li> <li>• 23,283 financial management cases</li> <li>• 17 staff</li> </ul>	September 30, 2013 – September 30, 2021	Leilah Arnn, Program Director 18 <sup>th</sup> Judicial District Court Trustee Phone #: (316) 660-5896 Email: larnn@dc18.org
Full-service child support operations for Kansas 29 <sup>th</sup> Judicial District <ul style="list-style-type: none"> <li>• 11,080 cases</li> <li>• 35 staff</li> </ul> (Operated as Kansas Child Support Services Inc. from October 1, 2018 – September 30, 2021 – see Footnote #4)	September 16, 2013 – September 30, 2021	Marci Martinez, Director Kansas Child Support Services Phone #: 785) 220-8405 Email: Marcilyn.Martinez2@ks.gov

In each of these contracts, we operate (or operated) programs with a high degree of compliance (i.e., high scores on program audits), strong performance on performance measures, and excellent customer service. We also place strong emphasis on NCP services and close coordination with our state/county clients.

## Veritas HHS' Commitment to Achieve Client Satisfaction and RFP Requirements

*RFP Requirement: Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the solicitation*

Veritas HHS is a mission-oriented company that creates a culture of high-performance and exceptional customer service. While the critical importance of a strong organizational culture is often overlooked, it is one of the most powerful elements of a successful operation. The office cultures we build are based on:

- A compelling mission
- An unrelenting focus on results

- A values-based orientation
- An atmosphere of collaboration and mutual support
- A bedrock commitment to responsive customer service

Veritas HHS is organized around a deceptively simple and memorable mission statement: *Do socially useful work, have fun, and prosper*. It is complemented by a simple set of basic values: *integrity, innovation, creativity, quality of work, customer service, and teamwork*. Our mission and values emanate from the ownership structure of the company: Veritas HHS is the only national child support company that is owned solely by committed child support leaders and professionals.

Our mission and values guide everything we do. They provide the foundation for a vibrant office culture that enthusiastically embraces high goals and engages in a process of continuous improvement. With innovation and creativity encouraged, we enlist our staff in finding better ways to do things, and we stimulate pride in achievement.

Veritas HHS' focus is on our clients' and our mutual customers' needs. Our goals are to provide worry-free services and program enhancement. We strive to provide our clients with the peace of mind that comes with hiring a contractor that always meets, and routinely exceeds, contract requirements.

The Veritas HHS' approach to managing services, as attested by our performance in Buncombe, Burke, Polk, Transylvania, Union, and Wayne Counties, is constructed to meet or exceed annual performance measures as indicated by the NCDHHS in its annual Memorandum of Understanding agreement with each County. Our laser focus on performance has been key to our success to date and will ensure that the County consistently improves in its ranking relative to other jurisdictions in North Carolina. Our approach to performance management is based on the following elements:

- Engaged corporate executives, who conduct routine on-site performance reviews and engage in problem resolution
- Goal setting at the office level
- Cascading office goals down to the individual case manager level
- Annual merit pay increases tied to performance on individual goals, including customer satisfaction scores
- Staff bonuses if Veritas HHS receives incentive payments from Union County
- Operational plans that identify specific actions to improve performance
- Monthly performance monitoring and operational assessment

In short, we will achieve client satisfaction and satisfy the requirements of this solicitation by showing up and paying attention, which is the key differentiator between Veritas HHS and our competitors.



**V** Veritas HHS distinguishes itself from other contractors by showing up and paying attention. This is how we will satisfy our customers and Union County DSS and meet solicitation requirements in a new contract term. Our executives' on-site presence from contract start to contract end is what differentiates Veritas HHS from our competitors.

## Terminated Projects

*RFP Requirement: List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.*

Veritas HHS has never had a contract terminated.

## Audited Financial Statements

*RFP Requirement: Are audited or otherwise certifiable financial statements available upon request?*

We have had outside audits performed every year that Veritas HHS has existed. Our audits are conducted by Eide Bailly, a large regional accounting firm. Our audits cover our calendar fiscal years and are generally available four months after the end of each calendar year. We will provide a copy of our annual audit upon request.

## Pending Litigation

*RFP Requirement: Is the bidder's organization involved in any pending litigation that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services.*

There is no material pending litigation against Veritas HHS that would adversely affect our company's ability to provide our proposed solution or ongoing maintenance or support of our products and services.

## Customer Service Surveys

*RFP Requirement: Recent results of client feedback (survey results, comments, etc.) for a similar program.*

Beginning in April 2014, we began using a customer satisfaction survey in our Kansas City office that we asked all walk-in customers to complete. We have continued this practice in all of our offices. We use the surveys to assess the quality of our customer service and take any needed actions to further improve services. *Exhibit B-6* below shows our customer satisfaction survey results from January 2023 through December 2023 for Union County. As can be seen from the chart, the results show a high level of satisfaction with customer service in the County, with a 98.2 percent customer satisfaction score. This indicates that the vast majority of customers either strongly agreed or agreed that the staff was professional, provided clear responses, and was timely in their answers, among other factors.

The results for Union County demonstrate the priority we place on responsive customer service. However, these results are unusually high because they only represent surveys completed by walk-in office visitors. The State DHHS precludes local offices from texting customers using ACTS data. In our Tennessee offices where we also text surveys to customers contacting the office by phone, the results tend to be about 10 points lower. This is still high and a strong indicator of excellent service, but more typical in our offices where we distribute the survey to customers contacting the office through both in-person visits and phone calls. During a new contract term, we propose distributing the survey through our new Talkdesk customer contact software as well as to in-person visitors. Through Talkdesk we can text to the inbound mobile number, therefore avoiding the State's concerns of extracting data from ACTS.



## Exhibit B-6: Union County Customer Satisfaction Survey Results

CSAT Score :

98.2%

## Customer Satisfaction Survey

Survey Dates

January 2023 December 2023

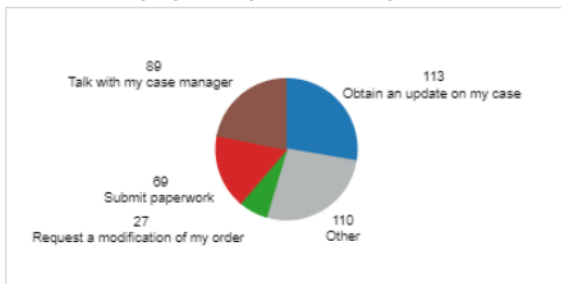
State

NC

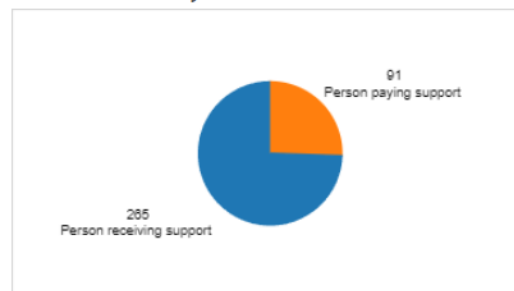
Office

Union

What was the purpose of your visit today?



Please tell us who you are?



## Office Visit

Did you speak with your case manager today?	74% 26%						
I am satisfied with the service I received today.	80%	15%	1%	0%	4%		
I understand what the next steps are on my case.	87%	12%	1%		0%		
In general, when I write or call my caseworker he/she responds in a timely manner.	84%	17%	5%	1%	0%	12%	
My case manager explained things to me clearly and in language I could understand	89%	10%	1%				
My case manager listened and understood my concerns.	88%	11%	1%		0%		
My case manager was able to answer my questions or found someone who could answer them.	88%	11%	1%		0%		
My case manager was friendly, courteous and professional.	89%	10%	0%				
The receptionist was able to answer my questions or found someone who could answer them.	85%	13%	1%		0%		
When I call and speak to a local customer service representative, he/she is able to answer my questions or find someone who can	70%	20%	3%	3%	3%		
When I call and speak to a local customer service representative, he/she is friendly, courteous and professional.	87%	23%	3%	3%	3%		
When I visited the office, the receptionist was friendly, courteous and professional.	88%	11%	1%				
	Strongly agree	Agree	Neutral	Disagree	Strongly Disagree	N/A	Yes No

## Tasks Required of County Staff

*RFP Requirement: Detailed description of specific tasks you will require from County staff. Explain what the respective roles of County staff and your staff would be to complete the tasks specified herein.*

As the incumbent contractor, our facilities, processes and partner relationships are well-established. Other than the routine referral of WorkFirst, Medicaid and foster care cases, there are no specific tasks that Veritas HHS staff will require from County staff. We appreciate the participation of County staff in our monthly State DHHS CQI meetings, which is at the County's discretion. We anticipate that the County would like to continue with that oversight role.



## **Section C: Project Approach**

## SECTION C: PROJECT APPROACH

### Introduction

In this section, we describe our plan for providing the child support services required under the RFP. Our plan is intended to achieve significant and continuous improvements in the mandated services within the framework of a family-centered approach and responsive customer service.

### Meeting All Service Provider Responsibilities

*RFP Requirement: Service Provider's Responsibilities 1 through 29*

While offerors are not specifically required to provide detailed responses to the *Service Provider Responsibilities* defined in *Section 4.3* of the Request for Proposals, Veritas HHS attests that we will continue to meet each of the 29 service provider responsibilities. Given the page limitations, in this section, we provide a high-level discussion of our approach to these requirements.

Under the direction and supervision of Union County Division of Social Services, Veritas HHS executives will use their comprehensive knowledge of federal requirements, North Carolina's family law, and the child support program's complexities to ensure a fully compliant IV-D program in Union County that meets all:

- Federal statutes, regulations, and policy direction, (including Title IV-D of the Social Security Act, implementing regulations in 45 Code of Federal Regulations (CFR), and policy guidance in the form of Action Transmittals, Information Memoranda, Dear Colleague Letters, and Policy Interpretation Questions)
- North Carolina statutes and court decisions, including Article 9, Chapter 110 of the North Carolina General Statutes, as amended
- North Carolina policy guidance, including child support guidelines
- ACTS and related procedures
- Union County policies and procedures
- Contract requirements related to this procurement

*Exhibit C-1* summarizes the services Veritas HHS will provide to the citizens of Union County and the time standards required for their delivery.

**Exhibit C-1: IV-D Services Provided Under Contract**

Intake and Case Initiation	<ul style="list-style-type: none"> <li>(i) Provide application on the same day when requested in our office or send out within five working days for a phone, mail, or email request</li> <li>(ii) Accept an application for IV-D services from custodial parent (CP), non-custodial parent (NCP), or child(ren)'s designated caretaker</li> <li>(iii) Process referrals received through ACTS from IV-A, IV-E, and other programs</li> <li>(iv) Verify existing orders</li> <li>(v) Open cases within 20 calendar days and create a case file</li> <li>(vi) Within 20 calendar days of receiving a referral or application for services, assess the case, call the CP to verify that referral is appropriate, schedule an appointment with the applicant and initiate location activities, if needed</li> </ul>
Establishment	<ul style="list-style-type: none"> <li>(i) Provide case management and legal support staff to support a sufficient number of new orders per month to improve the paternity establishment percentage and order rate</li> <li>(ii) Perform intake and customer interviews by phone or in-person</li> <li>(iii) Report non-cooperation to DHHS</li> <li>(iv) Verify absent parent's (AP's)/NCP's address, employment, and income</li> <li>(v) Contact AP/NCP by letter and by phone to encourage consent paternity and/or support establishment, if applicable</li> <li>(vi) Gather fresh information from CPs whose establishment cases are pending; work the cases that are still viable; and close the cases that meet DHHS closure requirements</li> <li>(vii) File petition for paternity, current support, medical support, and retroactive support, as allowable</li> <li>(viii) Work with genetic testing contractor to schedule testing, obtain samples, and track testing results</li> <li>(ix) Provide trained staff to administer buccal swabs</li> <li>(x) Establish paternity through administrative or judicial means, including voluntary acknowledgment of paternity, agreed orders, or contested court action</li> <li>(xi) Perform guidelines calculation based on verified income or imputed income, using best data available</li> <li>(xii) Proceed with court action if the NCP fails to answer or is unwilling to enter into an agreed order</li> <li>(xiii) Ensure orders include specific dollar amounts due monthly, including arrearages and genetic testing fees and petition for immediate use of income withholding for all assignable income</li> </ul>

	<ul style="list-style-type: none"> <li>(xiv) Establish intergovernmental orders using long-arm jurisdiction or UIFSA</li> <li>(xv) Enter order provisions, including any judgment amounts, in ACTS, within two business day of receiving order</li> <li>(xvi) Issue IWOs within two days of receiving order</li> </ul>
Location	<ul style="list-style-type: none"> <li>(i) Use all ACTS and other resources [including referral to Federal Parent Locator Service (FPLS)] to verify residence or employer address for NCPs for initial service of process within 75 days of determining location is necessary</li> <li>(ii) Use all ACTS and other resources to locate residence and employer for NCPs for enforcement purposes</li> <li>(iii) Repeat locate activities at least quarterly when prior attempts have been unsuccessful</li> <li>(iv) Use all ACTS and other resources to locate CPs when contact is lost</li> <li>(v) Use TransUnion's TLOxp™, The Work Number® and Internet resources to augment ACTS resources</li> <li>(vi) Develop relationships with local law enforcement as additional sources of location information</li> </ul>
Enforcement	<ul style="list-style-type: none"> <li>(i) Issue, monitor, and update income withholding orders (IWOs)</li> <li>(ii) Perform outreach to employers following issuance of IWOs</li> <li>(iii) Perform drivers' license revocation/restrictions</li> <li>(iv) Manage income tax refund offsets</li> <li>(v) Perform recreational license suspensions</li> <li>(vi) Pursue other administrative remedies, such as professional license suspension, passport denials, involuntary assignment of workers' compensation, attachment of insurance settlements, involuntary military allotment, real and personal property liens, bonds, execution on judgments, and Internal Revenue Service (IRS) full-service collections</li> <li>(vii) Intervene in bankruptcies</li> <li>(viii) Pursue medical support, as required, primarily by issuing National Medical Support Notices (NMSNs)</li> <li>(ix) Make direct collection calls and issue non-compliance notices to NCPs</li> <li>(x) Use predictive analytics to guide enforcement actions</li> <li>(xi) Make referrals to employment programs and other community services</li> <li>(xii) Pursue contempt for obligors not reachable by other enforcement actions</li> <li>(xiii) Negotiate payments through selected arrears forgiveness and amnesty programs</li> <li>(xiv) Initiate enforcement action for intergovernmental cases using long-arm remedies or UIFSA</li> </ul>

Review and Modification	<ul style="list-style-type: none"> <li>(i) Review orders for TANF cases every three years; modify, as required</li> <li>(ii) Review orders for non-TANF cases upon request (subject to threshold criteria)</li> <li>(iii) For all orders subject to review, assess whether changes are needed to adjust medical coverage</li> </ul>
Intergovernmental	<ul style="list-style-type: none"> <li>(i) Comply with all federal and State notification timelines and requirements as the initiating and responding jurisdiction.</li> </ul>
Legal Representation	<ul style="list-style-type: none"> <li>(ii) Represent the interests of the State in child support actions</li> <li>(iii) Provide full legal services for the establishment and enforcement of orders</li> <li>(iv) Inform the State and County of any adverse decisions and cooperate with the State in any necessary appeals</li> </ul>
Customer Service	<ul style="list-style-type: none"> <li>(i) Respond to direct customer contacts</li> <li>(ii) On the same day received, enter in ACTS a summary for every customer service contact</li> <li>(iii) Document complaints and issues escalated to management in our SharePoint call tracking tool</li> <li>(iv) Track response times and accuracy in accordance with Veritas HHS' service standards</li> <li>(v) Provide customer-friendly reception areas and interviewing rooms</li> <li>(vi) Provide on-site notaries</li> <li>(vii) Provide access to translation services for non-English speaking customers</li> <li>(viii) Provide reasonable accommodations for disabled customers</li> <li>(ix) Use established post-complaint procedures and provide expedited processing for complaints</li> </ul>
Case Management	<ul style="list-style-type: none"> <li>(i) Fully document on ACTS all customer contacts and all case actions taken</li> <li>(ii) Maintain an electronic case record with all documents and a hard copy case file with required intergovernmental documents</li> <li>(iii) Work critical system alerts according to ACTS due date</li> </ul>
Family-Centered/NCP Services	<ul style="list-style-type: none"> <li>(i) Train staff in enhanced motivational interviewing to identify parental barriers to self-sufficiency and payment of child support</li> <li>(ii) Employ a resource coordinator to refer parents to supportive services programs and monitor for compliance</li> <li>(iii) Coordinate with courts to order non-paying NCPs into training and/or employment services</li> <li>(iv) Develop robust connections with State, County, and community agencies as sources of supportive services</li> <li>(iv) Provide specialized staff training on referrals to outside resources</li> </ul>

We will provide child support services using both North Carolina and national best practices. We will collaborate with County human services staff to ensure effective management of cases referred in TANF, Medicaid, and foster care cases and to implement strategies to meet federal, State, and County performance goals. We will ensure that any services provided to a person with disabilities will be equivalent in level and quality to non-disabled individuals.

We further attest to fully meeting the *Service Provider Responsibilities* by:

- Collaborating with the Clerk of Court, Sheriff's Department and local judiciary, including ensuring the efficient use of court time and county resources, and processing application fees, filing fees and service of process fees as required in the *Request for Proposal*
- Using ACTS as the system of record, maintaining all records as required, returning all electronic case records to the County at the time of contract termination, and ensuring staff adhere to all access and confidentiality requirements
- Providing all facilities and equipment and connectivity to the State's automated system
- Providing additional automated systems and software we deem necessary to effectively provide service, including using our Advanced Electronic Document Management (EDM) system provided by Vasion with integrated workflow management capability to increase staff members' productivity, and using Talkdesk as our customer contact software, and providing leading business analytics tools such as Tableau
- Being responsive to the County and State on all customer inquiries, audit requests, corrective action processes and timelines, and requested meetings
- Providing, on a monthly basis, statistical information relative to performance within the caseload and customer service
- Complying with all other service provider responsibilities enumerated in the RFP and not specifically listed here

In general, we will deliver these services in a manner that achieves maximum program effectiveness while maintaining high standards of customer service.

## Providing a Complete Project Plan

*RFP Requirement: Prepare and submit a Project Plan that describes all times, tasks, and resources associated with the performance of services as identified in the RFP*

### **Draft Implementation Plan**

As the incumbent, our implementation is abbreviated. We will continue with our capable and experienced staff so no recruitment or special training will be necessary. We will not have to acquire or build out an office because our office is already established and well-designed for our operations. Our imaging solution, Vasion, and our state-of-the-art telephony systems, Talkdesk and Teams, are already installed.

Our status as a high-performing incumbent greatly limits the work required for the implementation. There are only two tasks needing to be accomplished. First, we will renew our lease on our current facility. Second, we will provide an IT refresh at the beginning of the new contract, and we will review the need to update our firewall and other equipment needed for connectivity.



The IT refresh will require set-up by our IT supplier, Creative Planning. These tasks pose minimal risks given our experience and Creative Planning's experience in performing these tasks for our operations in three states. In addition, functional IT equipment is already in place and can be used if there is any delay in receiving the new equipment.

Our structured process uses a logical sequencing of critical path and non-critical path implementation tasks. In this subsection, we present our plan for a contract-to-contract implementation, including:

- The activities and services required for implementation
- The implementation schedule
- The roles and responsibilities for implementation
- Potential risks and mitigation strategies
- A description of the mechanisms for reporting status to the County and coordinating and resolving issues related to the implementation

In our description of the tasks presented below, for reference purposes, we include tasks that we would otherwise need to perform if we were not the incumbent and note which are not necessary for this implementation.

Veritas HHS will continue to be operational in Union County on September 1, 2024, with experienced staff, office space, furniture and equipment, and connectivity to ACTS. Veritas HHS has never missed an implementation date; and as the incumbent, we can easily accomplish the required tasks within the allotted time frame.

Based on the RFP submission date, the transition will be carried out in a period of approximately three months, assuming a June 3 contract signing date. We have developed an implementation schedule based on that assumption but will revise it if circumstances change. Following implementation, we will accomplish all the tasks needed to support the ongoing operation.

**V** Our status as a high-performing incumbent greatly limits the work required for the implementation. Primarily, we will renew our lease and refresh the IT equipment.



### **PMBOK Methodology**

We base our implementation activities on the project management methodology defined in *A Guide to the Project Management Body of Knowledge* (PMBOK), published by the Project Management Institute. PMBOK is intended to be a subset of the project management body of knowledge that is recognized as a good practice and has been the recognized standard by the American National Standards Institute.

The Veritas HHS' team implements projects based on the five process groups defined in PMBOK: 1) Initiating; 2) Planning; 3) Executing; 4) Monitoring and Controlling; and 5) Closing.

Roberta Mayers and Chrissy Brogdon, members of our implementation team (discussed below), have Project Management Professional (PMP) certifications and extensive experience with our implementations across three states.

### *Activities and Services Required for Implementation*

In *Exhibit C-2*, we summarize the standard implementation tasks for a contractor-to-contractor transition. As mentioned previously, our transition will be abbreviated relative to our previous efforts because we are the incumbent. We will continue with our experienced staff so no recruitment or special training will be necessary. We will retain our office because it is well-designed for our operation. To illustrate this, we have included and highlighted the tasks that **will not** be necessary. We include a more detailed Microsoft *Project Management Plan* Gantt chart in *Exhibit C-3*.

**Exhibit C-2: Implementation Plan Services and Dates**

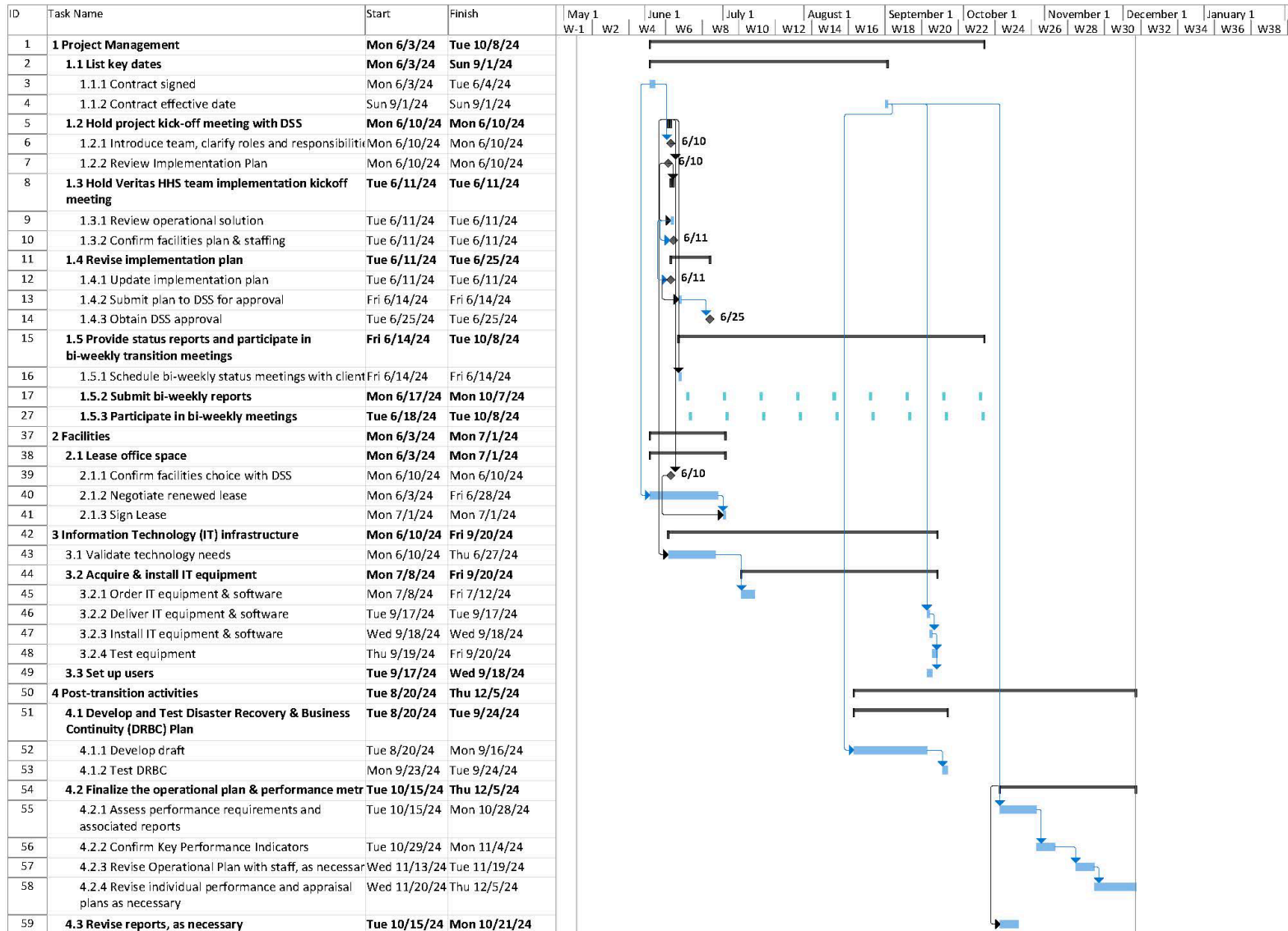
Task Group	Task	Due Date
Task Group 1: Project Management	Contract signed	June 3, 2024
	Contract effective date	September 1, 2024
	Hold project kick-off meeting with DSS	June 10, 2024
	Hold Veritas HHS team implementation kickoff meeting	June 11, 2024
	Revise Implementation Plan	June 25, 2024
	Provide status reports and participate in DSS meetings	Bi-weekly reports and bi-weekly meetings starting June 17, 2024
Task Group 2: Facilities	Lease office space	July 1, 2024
	Order furniture (if needed)	Not applicable
	Buildout facilities	Not applicable
	Install cabling, as necessary	Not applicable
	Receive new furniture	Not applicable
Task Group 3: Information Technology (IT) infrastructure	Validate technology needs	June 27, 2024
	Acquire/install IT equipment	September 20, 2024
	Set-up users (as necessary)	September 18, 2024
	Order and configure redundant internet circuits	Not applicable
	Order and install telephone equipment	Not applicable
Task Group: Recruit, Hire & Train Staff	Information meeting with current staff	Not applicable
	Recruit from existing staff	Not applicable
	Recruit staff externally	Not applicable
	Onboard transitioning staff	Not applicable
	Onboard new staff	Not applicable
	Deliver training	Not applicable
	Plan transition mailing	Not applicable

Task Group	Task	Due Date
Task Group: Operations and Program Tasks	Coordinate mail transfers and mailing equipment	Not applicable
	Send transition mailing (DSS)	Not applicable
Task Group 4: Post-implementation Activities	Develop and test Disaster Recovery/ Business Continuity (DRBC) Plan	September 24, 2024
	Finalize operational plan and performance metrics	December 15, 2024
	Revise reports, as necessary	October 28, 2024
	Develop SharePoint business intelligence	Done
	Develop dashboards	Done
	Develop critical standard operating procedures	Done
	Implement tracker SOPs	Done

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## Exhibit C-3: Project Management Plan

Union County Child Support Services



### *Roles and Responsibilities for Implementation*

Veritas HHS is committed to successful implementations. *Exhibit C-4* lists our implementation team members, detailing their roles and responsibilities.

**Exhibit C-4: Implementation Team Roles and Responsibilities**

Name	Implementation Role	Years of Child Support Experience	Responsibilities
Roberta Mayers Director of Program Innovation	Implementation Manager and Process Improvement Consultant	11	<ul style="list-style-type: none"> <li>Manages the project schedule and oversees all vendors</li> <li>Leads Veritas HHS bi-weekly status meetings</li> <li>Serves as transition liaison with DSS</li> <li>Assists in coordination of IT refresh</li> <li>Manages acquisition of furnishings</li> </ul>
Chrissy Brogdon Contract Executive and Chief Operating Officer	Contract Management	32	<ul style="list-style-type: none"> <li>If there are vacancies during transition, oversees the hiring process with human resources director and program manager</li> <li>Participates in biweekly implementation meetings</li> <li>Works with program manager on developing the <i>Operational Plan</i></li> </ul>
Latesha Doss Program Manager	On-site transition management	21	<ul style="list-style-type: none"> <li>If there are vacancies during transition, works with the contract executive and human resources director to recruit and hire staff</li> <li>Participates in biweekly implementation meetings</li> <li>Works with contract executive to develop <i>Operational Plans</i></li> </ul>
Bob Williams Chief Executive Officer	Facilities Lead Executive Oversight	40	<ul style="list-style-type: none"> <li>Participates in bi-weekly transition meetings</li> <li>Negotiates renewal of facility lease</li> <li>Provides oversight for all aspects of transition</li> </ul>
Alex Garnes Chief Information Officer	IT and Business Analytics Manager	20	<ul style="list-style-type: none"> <li>Participates in bi-weekly transition meetings</li> <li>Serves as IT liaison with State and County staff</li> <li>Manages IT transition activities</li> </ul>

Name	Implementation Role	Years of Child Support Experience	Responsibilities
			<ul style="list-style-type: none"> <li>In collaboration with Creative Planning, defines IT requirements for transition</li> </ul>
Gene Brixey Technology Account Manager	Creative Planning Technology Planning/ Installation	5	<ul style="list-style-type: none"> <li>In collaboration with Alex Garnes, defines IT transition requirements</li> <li>Manages installation of equipment and software</li> <li>Participates in bi-weekly transition meetings</li> </ul>
Lorraine Caprio Director of Staff Development	Training Development and Oversight	13	<ul style="list-style-type: none"> <li>Develops training material and provides training</li> <li>Assesses training needs of any new and existing staff</li> </ul>
Tim Hansen Vice President of Human Resource	Staff Recruiting and Hiring	6	<ul style="list-style-type: none"> <li>Recruits qualified program staff, as needed</li> <li>Creates job opening announcements, screens résumés, and generates offer letters</li> <li>Performs on-boarding of new hires</li> <li>Requests background checks</li> </ul>

## Communications Scheme

*RFP Requirement: Describe the communications scheme that the organization will use to keep the County informed about the progress of the project. Describe the risks associated with this contract. What contingencies have been built in to mitigate those risks?*

The historical record for outsourcing child support programs since 1991 has shown implementations are very low-risk undertakings. There has been no incidence of a failed implementation since the first outsourcing of full-service child support operations in 1991, which Bob Williams successfully managed in Tennessee's 10<sup>th</sup> JD.

Our risk management approach includes the following elements:

**Risk Identification.** We identify and define potential risks that may negatively influence the project.

**Risk Analysis.** Once we identify specific types of risk, we determine the odds of it occurring, as well as its consequences. The goal of the analysis is to further understand each specific instance of risk, and how it could influence the project.

**Risk Assessment and Evaluation.** We then further evaluate the risk, determining the risk's overall likelihood of occurrence combined with its overall consequence. We can then make decisions on how to monitor the risk and mitigate it if it materializes.

**Risk Mitigation.** During this step, we assess our risks and develop a plan to alleviate them using specific risk controls. These plans include risk mitigation processes, risk prevention tactics, and contingency plans in the event the risk comes to fruition.

**Risk Monitoring.** Part of the mitigation plan includes following up on both the risks and the overall plan to continuously monitor and track new and existing risks. We will review and update the overall risk management process bi-weekly as part of the project plan reported to DSS.

In *Exhibit C-5*, we address the potential risks a contractor faces during transition and our qualifications or contractual factors that mitigate those challenges.

**Exhibit C-5: Potential Transitioning Risks Contractors Face  
Union County Child Support Services Office**

Challenge	Qualifications of Veritas HHS or Contractual Factors that Mitigate the Challenge
Facility Readiness	Usually facility issues, from lease signing to build-out, are the most complex, time-consuming, and dependency-laden tasks in a plan. In this case, the facility is ready, and we are already occupying it. Our current lease includes two renewal options of five years each. We will have to execute a renewal for the new contract period. We will face no other significant facility-related risk.
IT Readiness	Veritas HHS and Creative Planning have qualified and experienced staff who are thoroughly knowledgeable about North Carolina requirements. We already have operational IT equipment in the office that will only need to be refreshed. Our knowledge of State and County requirements and existence of a fully functional IT installation will enable us to complete the IT update.
Recruiting Qualified Management and Legal Staff	Recruiting knowledgeable program management and legal staff is a serious challenge for contractors. Since we have an excellent program manager and an experienced attorney in place, we can simply continue County operations without missing a beat.
Timely Recruitment of Staff	This is the biggest risk if a new company is awarded the contract, especially now with the difficult recruiting environment in North Carolina and nationally. Veritas HHS will not have this risk because the Union County office is currently fully staffed. This enables us to continue operations with no disruptions.
Lack of Momentum at Start-Up	Because we are already operational with efficient and productive office, we will experience no down-time from a prolonged transition. Nor will our staff experience disruption from a new corporate management team, different job duties, and different processes.
Continued Seamless Operation of Imaging System	Veritas HHS has imaged all active case files. Vasion, our imaging and electronic document management system, is the single most important ancillary technology we use for improving efficiency and effectiveness. The transitioning of the imaging system and converting of files to a possible new system is a possible risk for other contractors, but not for Veritas HHS.



### Implementation Reporting and Issue Monitoring

As described in our project plan, Roberta Mayers will provide a biweekly updated project plan. She will use Microsoft Project Plan to track all implementation tasks and provide periodic summaries to DSS in two formats, Microsoft Project and Word.

**The Milestone Report** provides a snapshot of recently completed and upcoming critical tasks. A sample from our recent start-up in Nashville appears below as *Exhibit C-6*.

**Exhibit C-6: Sample Milestone Report**

MILESTONE REPORT AS OF 04/06/2023

LATE MILESTONES

Milestones that are past due.

Name	Finish
------	--------

MILESTONES UP NEXT

Milestones due in this month.

Name	Finish
Hire signage vendor	4/27/2023
Hire Movers	4/24/2023

COMPLETED MILESTONES

Milestones that are 100% complete.

Name	Finish
Contract Signed	2/16/2023
Obtain project plan approval from DHS	4/4/2023
Schedule bi-weekly status meetings with client	2/23/2023
Sign Lease	3/3/2023
Submit furniture order	2/20/2023
Finalize Buildout Plans	2/16/2023

Creative Planning will manage to a consolidated project plan and will submit progress reports biweekly prior to our internal implementation meeting. Team members will report to Roberta any tasks that are not completed by the due dates, along with the planned steps to complete the task and get back on schedule.

**The Project Plan** provides a comprehensive view of tasks and issues relating to the implementation, along with start and finish dates, resources assigned, and completion status. An excerpt from our Nashville Project Plan appears in *Exhibit C-7*.

**Exhibit C-7: Nashville Project Plan Excerpt**

TN20 Nashville Implementation Project Plan						
ID	Task Name	Duration	Start	Finish	% Complete	Resource Names
1	Project Management	145 days?	1/30/2023	8/18/2023	47%	
2	List key dates	109 days?	2/1/2023	7/1/2023	75%	
3	Award Notification	1 day	2/1/2023	2/1/2023	100%	
4	Contract Signed	2 days	2/15/2023	2/16/2023	100%	Bob/DHHS
5	Contract effective date	1 day	7/1/2023	7/1/2023	0%	Bob
6	Hold project kick-off meeting with DHHS	22 days	2/28/2023	3/29/2023	100%	Bob/Amy
7	Introduce team, clarify roles and responsibilities	1 day	2/28/2023	2/28/2023	100%	
8	Review Implementation Plan	2 days	2/28/2023	3/1/2023	100%	Veritas HHS Team
9	Hold Veritas HHS team implementation kickoff meeting	26 days	1/30/2023	3/6/2023	100%	Birdie
10	Review operational solution	5 days	2/28/2023	3/6/2023	100%	Amy
11	Confirm facilities	20 days	1/30/2023	2/24/2023	100%	Bob
12	Confirm staffing plan	5 days	2/28/2023	3/6/2023	100%	Amy/Tim
13	Revise implementation plan	20 days	2/21/2023	3/20/2023	100%	
14	Update implementation plan	20 days	2/21/2023	3/20/2023	100%	Birdie
15	Submit plan to DHS for approval	1 day	3/21/2023	3/21/2023	100%	Birdie
16	Obtain project plan approval from DHS	10 days	3/22/2023	4/4/2023	100%	Birdie
17	Provide status reports and participate in DHS meetings	131 days	2/17/2023	8/18/2023	24%	
18	Schedule bi-weekly status meetings with client	5 days	2/17/2023	2/23/2023	100%	Macy
19	Submit bi-weekly project reports	121 days	2/23/2023	8/10/2023	31%	
20	Submit bi-weekly project reports 1	1 day	2/23/2023	2/23/2023	100%	

**The SharePoint Issue Tracker** documents all issues and risks that have been identified that relate to the implementation. Veritas HHS requires that all identified issues must have issue resolution plans that

specify the steps team members will take to resolve the issue. Our issue resolution plan will also indicate the thresholds that determine when an issue needs to be escalated, whether internally or to DSS, or alternative actions needed to resolve the issue. All implementation team members will have access to the Issue Tracker and will have responsibility for updating the status on their assigned issues.

We will report any issues or problems to DSS in our bi-weekly implementation meeting and collaborate on problem resolution strategies. We believe in open and honest communications and will immediately notify DSS of any potential issues.

### ***Ongoing Communications***

As we do currently, following the transition period, we will provide the County with monthly reports, detailing performance on the federal incentive measures, customer service survey results, staffing, training activities, partnering activities, and any issues of interest to the County. Latesha and Chrissy will also participate in the monthly CQI meetings, also attended by Karen Tucker, our County contract monitor. We will continue to participate in the Monthly Managers meeting, held by the State DHSS Child Support Services Office. Our executive team meets monthly with the local management to review performance. We believe in open and honest communication and will share any concerns or issues with County staff.

Our reports will be in a format the County prescribes and include an in-month ranking of counties using the methodology established by the Program Evaluation Division of the North Carolina General Assembly. The Division used this methodology in its 2014 Final Report to the Joint Legislative Program Evaluation Oversight Committee titled *Revising State Child Support Incentive System Could Promote Improved Performance of County Programs*. We find this methodology a useful tool to gauge our performance relative to the State's 100 counties, as well as to measure our own performance over time.

This report also includes graphs and narrative with detailed information on the program's performance relative to State, County, and Veritas HHS' goals. An example of the graphical content we provide is shown in *Exhibit C-8* below.

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## Exhibit C-8: Sample Monthly Report

## March 2024 Monthly Child Support Performance

Union County, NC



Date: April 12, 2023

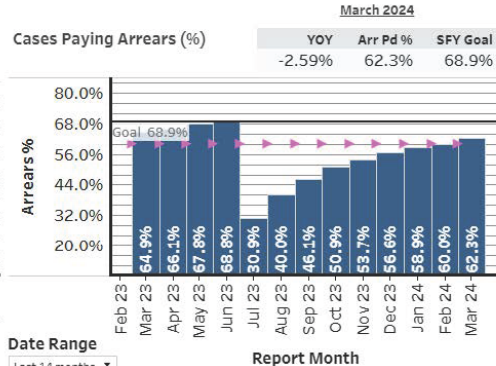
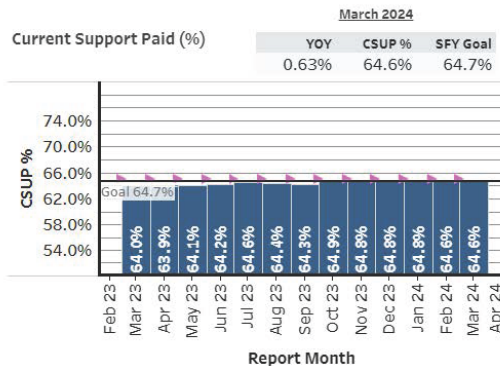
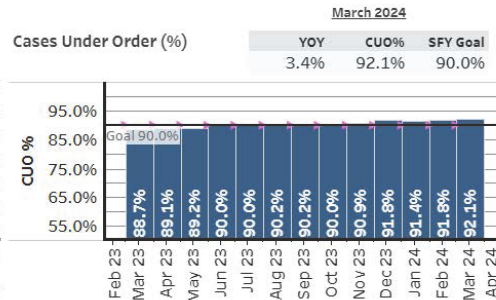
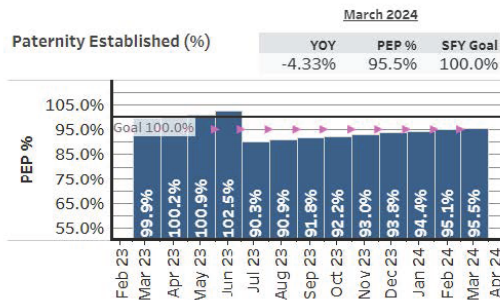
Ranked: 40<sup>th</sup>

## Federal Incentive Performance, NC

Veritas HHS Operational / State Goals  
by Office, Month, and SFY

Office

&lt; Union &gt;



Date Range

Last 14 months

The **Federal Incentive Performance trends** show Current Support Paid and Cases Under Order met or exceeded goals this month with year-over-year (YOY) gains, while PEP and Cases Paying Arrears are down YOY (see statewide comparison on pg. 2). This performance has moved Union's statewide ranking in to 40th place this month.

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## Staff Recruitment, Hiring, and Evaluation

**RFP Requirement:** Describe the company's criteria for recruiting, hiring, and evaluating staff.

The ability to retain trained child support staff is essential to running a successful office. Child support is a challenging program, requiring mastery of intricate program rules and complex automated systems. It also requires the ability to deal effectively with parents on a subject that is emotionally laden and with significant personal consequences.

Achieving basic competence for a case manager usually requires three months; achieving a comfort level and a more thorough knowledge base usually requires a year. Other staff, such as customer service representatives, legal assistants, and attorneys, also have significant learning curves. The loss of experienced staff damages the ability of the office to function effectively and to achieve desired program outcomes, such as improved performance and better customer service.

Veritas HHS has a well-founded reputation for building and maintaining stable and well-qualified child support staffs in the offices we operate in North Carolina and elsewhere. We value experienced child support staff. While maintaining high standards of accountability, we work hard to create the kind of environment where staff thrive and where they wish to stay.

We recognize that compensation and benefits are important elements for retention, but they are only a starting place. We also stress a compelling mission and values, strong leadership, clear expectations with regular feedback, supportive HR policies and work environment, personal development opportunities, and effective management. These are factors that have a major impact on retention. They have enabled us to minimize turnover in our operations and been key to our record of improving performance and delivering excellent customer service.

Research on employee engagement and turnover ratifies the notion that compensation is only one element affecting employee engagement — and perhaps not even the most significant one. One study found that only 10 percent of employees gave dissatisfaction with pay as their primary reason for leaving an organization.<sup>1</sup> That percentage may be higher for child support workers since they are chronically underpaid for their responsibilities, but it underscores the point that other factors loom even larger than compensation when it comes to retention.

Some of the best research on this topic comes from studies of employee engagement conducted over two decades by the Gallup Organization. The most recent study included more than 82,000 teams in 230 organizations — and 1.8 million employees — across 49 industries and in 73 different countries. It found that having engaged employees lowered turnover in organizations by 24 to 59 percent, depending on the type of organization. It has identified 12 elements of employee engagement that predict high team performance and reduce turnover. Some of them, such as “I have a best friend at



**V** Veritas HHS has a well-founded reputation for building and maintaining stable and well-qualified child support staffs in the offices that we operate in North Carolina and elsewhere. We value experienced child support staff. While maintaining high standards of accountability, we work hard to create the kind of environment where staff thrive and where they wish to stay.

<sup>1</sup> Bevan, S. Quit Stalling, *People Manage*. 1997, 1(1), 32–35.

work” are hard to measure and beyond an employer’s ability to control.<sup>2</sup> Others overlap so we have distilled them down to six factors that have informed our approach. These are shown in *Exhibit C-9, Critical Elements in Employee Retention at Veritas HHS*, and we discuss them further below.

### Exhibit C-9: Critical Elements in Employee Retention at Veritas HHS



### Compensation and Benefits

**Commitment** Because we believe strongly that the operation’s success depends on attracting, motivating, and retaining our skilled staff, we offer staff a competitive compensation and benefits package. Worker shortages and rapidly rising wages have been a trend coming out of the pandemic and have created new challenges in recruiting and retaining staff. We are very aware of the wage pressures that the Union County community has been under in the last few years. This is a national issue, and Union County government, including DSS, has been faced with the need to conduct compensation studies and adjust wages, as appropriate. For this bid, we have closely analyzed compensation rates for similar DSS case management and support positions. Accordingly, to help retain staff, we developed a compensation plan that offers competitive salaries, excellent benefits, and annual merit increases to keep up with market salary levels in the area.

Our benefit package includes:

- ***Paid Time Off*** — combined vacation and sick leave starting at 18 days per year
- ***Holidays*** — consistent with the County’s holiday schedule

**V** Our compensation plan for the new contract period reflects adjustments necessitated by recent wage pressures. We have analyzed the County’s market adjustments and have modeled our wages to similar DSS’ case management and support positions. We are confident this will encourage staff retention.

<sup>2</sup> Gallup Organization, *Building a High-Development Culture Through Your Employee Engagement Strategy*, <https://www.gallup.com/workplace/267512/development-culture-engagement-paper-2019.aspx>.

- **Health Insurance** — a robust national policy (currently Cigna) at the Gold level of coverage using Affordable Care Act standards
- **Dental and Vision Insurance** — also through Cigna
- **Short- and Long-term Disability Insurance** — with employees paying the premiums and the company reimbursing fully, which makes paid out benefits **tax-free**
- **Life Insurance** — employer paid for base amounts and a voluntary option for higher levels
- **401(k) Retirement Plan** — starting one month after employment with an employer match of up to 4 percent of salary and an encouraged (but not mandatory) 6 percent employee contribution that together equal 10 percent of salary
- **HealthiestYou by Teladoc** — provided by Veritas HHS with no required employee contribution (Our employees have simplified access to the healthcare they need (Using a cell phone application, employees have access to a licensed doctor by phone or video 24/7, expert medical opinions, a list of providers near them, and other necessities.)
- **PTO Purchase Program (PTOP)** — offers all employees the opportunity to have up to an additional 40 hours of time off during the calendar year by purchasing it each January of the new year (Employees fully fund their PTO through 24 equal payroll deductions throughout the months of February through December.)
- **Nectar** — A recognition and rewards program for all Veritas HHS’ employees (Our employees have an opportunity to provide positive feedback and recognition outside of yearly performance reviews while tying the recognition into our core values of integrity, innovation & creativity, quality of work, and customer service/teamwork.)

We have found that our benefit package generally exceeds that offered by other contractors performing similar functions. Specifically, our health insurance is equivalent in value to an Affordable Care Act Gold Plan, covering an estimated 80 percent of health care costs. It has lower employee premiums and substantially lower deductibles than we have seen in plans offered by other North Carolina child support contractors.

In addition, our 401(k) plan has a higher employer matching rate that provides a strong incentive for employees to participate. As a result, our package has been an asset for recruiting and retaining staff, including attorneys. Our short-term and long-term disability plans offer higher levels of income replacement for those staff forced to take time off due to illness or injury.

It is critical that any contractor the County chooses is committed to maintaining compensation levels that adequately reflect market conditions and also rewards staff for length of service. Any contractor that does not do so will place in serious jeopardy the County’s ability to improve performance and excel at customer service. Accordingly, our proposal is designed to maintain staff stability throughout the contract term by providing market-level salaries, salary increments for experience, and excellent benefits.

### **Compelling Mission and Values**

The Gallup Organization found that another element of employee engagement is: “The mission or purpose of my organization makes me feel my job is important.” Veritas HHS is an organization that is driven by a compelling mission and values — one of the most important contributors to staff retention.



Our mission and values guide everything we do. Veritas HHS is organized around a deceptively simple and memorable mission statement: ***Do socially useful work, have fun, and prosper.*** It is complemented by a simple set of basic values: ***integrity, innovation and creativity, quality of work, customer service, and teamwork.*** The mission and values emanate from the ownership structure of the company: Veritas HHS is the only full-service child support company that is wholly owned by committed child support leaders and professionals.

Our mission and values guide everything we do. They provide the foundation for a vibrant office culture that enthusiastically embraces high goals and engages in a process of continuous improvement. With innovation and creativity encouraged, we enlist our staff in finding better ways to do things, and we stimulate pride in achievement.

We build this culture over time through strong management direction, constant communication of mission (*Exhibit C-10* below) and goals, and “walking the talk” of a values-driven organization. We reinforce the culture through our training program, corporate management’s on-site presence, and a formal and informal rewards structure, including our Nectar recognition and rewards program, spot bonuses called “Bob’s Bucks,” and annual merit raises.

Though seemingly intangible, developing a high-performing, collaborative, and customer-centric office culture is one of the most potent elements of our technical approach. Instilling this office culture helps motivate employees to stay, and it reduces turnover.

**V** Veritas HHS’ mission and values emanate from the ownership structure of our company: We are the only national full-service child support company that is owned by child support leaders. Our mission and values guide everything the company does and provide a vibrant office culture that responds positively to high goals and continuous process improvement.

**Exhibit C-10: Veritas HHS’ Mission Statement**





## Organizational Support

Three other Gallup elements of employee engagement are: “I have the materials and equipment I need to do my work right,” “My supervisor, or someone at work, seems to care about me as a person,” and “At work, my opinions seem to count.” We characterize these elements as organizational support. For Veritas HHS, it means:

- We provide facilities and tools to help staff perform their responsibilities well.
- We have supportive HR policies.
- We create an environment where staff feel valued not just by their supervisors but by the entire management hierarchy.
- Staff feel that the company “has their back.”

We pride ourselves on providing professional work environments, well-designed and well-maintained office space and high-quality furnishings.

We do not hesitate to invest in providing better tools for our staff, such as electronic document management and a state-of-the-art customer contact system. These are accompanied by software that makes our team members’ jobs easier, including the case manager dashboards.

Our HR policies and corporate management are supportive of staff and provide assurance that Veritas HHS is interested in their welfare. Three examples demonstrate this.

1. **No Waiting Period.** New employees do not have a waiting period to accrue leave. By the end of three months, which is a typical waiting period for other organizations, our staff accumulate 4.5 days of paid time off that can be used for sick leave or vacation.
2. **Tax-free Short-term and Long-term Disability at No Cost to Employees.** We structured our short-term and long-term disability coverage so the benefits are tax-free. With benefits paid for most staff at 60 percent of salary, the replacement value is closer to 80 percent of normal compensation since taxes are not withheld. In addition, we reimburse employee premiums so that both short-term and long-term disability insurance are provided without requiring a monetary contribution by employees.
3. **Infant-At-Work Program.** This program allows new mothers or fathers to bring their infant to work with them until the child is 180 days old or begins to crawl, whichever comes first. This removes the anxiety caused by trying to find and pay for infant childcare and permits a mother to continue breastfeeding past the normal six- or eight-week maternity leave. We build mutual responsibility into the *Infant-at-Work Individual Plan* with expectations for work performance, mitigation of work disturbances through individual office accommodations, and guidelines for exclusion of sick children.

**V** Our senior HR generalist received this message from one of our Knoxville, Tennessee, employees who transitioned to Veritas on December 1, 2022:

*“Celeste, I don’t think that I could work for a better company and a better program manager. I am enjoying being a part of a team that is working toward getting the Knoxville office up and running. So thank you so much for asking and caring. I love it here.”*

These types of policies provide staff with tangible evidence that the company “has their backs.” In fact, staff who have suffered illnesses or injuries that have required extended absences have commented on how surprised they were by their limited economic losses and how well supported they felt by the company.

Our culture is based on mutual respect, both in the office and in dealing with customers. Part of our management culture is listening to employees, both in terms of recognizing their needs and garnering their opinions about improving operations. We foster this culture in our management training, but it is modeled by our senior executives. Bob and Chrissy will continue to make regular visits to the Monroe office, just as they do to the other North Carolina offices. In these visits, they make the rounds and personally visit with staff. This is another way in which Veritas HHS makes staff feel valued and that their opinions count. This element of employee engagement is highly motivating and contributes significantly to retention.

### *Clear Expectations and Regular Feedback*

Gallup defines these two elements of employee engagement: “I know what is expected of me at work,” and “In the last six months, someone has talked to me about my progress.” A unique aspect of our approach to managing child support offices is our implementation of clear accountability structures paired with multiple feedback mechanisms.

#### **V Improving Retention and Reducing Turnover**

Veritas HHS provides our staff with performance goals and with constant job performance feedback. If a problem is noted, the team member receives the support needed to make a course correction. Staff are comfortable with their work and their standing within our company, which, in turn, helps provide positive motivation and incentive to remain.

**V** Bob and Chrissy will continue to make regular visits to the Monroe office. They will make the rounds and personally visit with staff. This is just another way in which Veritas HHS makes staff feel valued and that their opinions count. This element of employee engagement is highly motivating and contributes significantly to staff retention.

At their heart is an annual operational plan for the office that includes specific performance goals and methods for meeting them. In the most difficult aspect of creating the plan, the office-wide performance goals are cascaded down to specific productivity measures for all case managers. We provide feedback to the local management team on our monthly management dashboards. Just as importantly, we provide real-time feedback to case managers using case manager dashboards. These dashboards present their individual productivity goals and show their progress at any given time. Through this structure, we provide clear expectations to all staff, as well as ongoing feedback about their work.

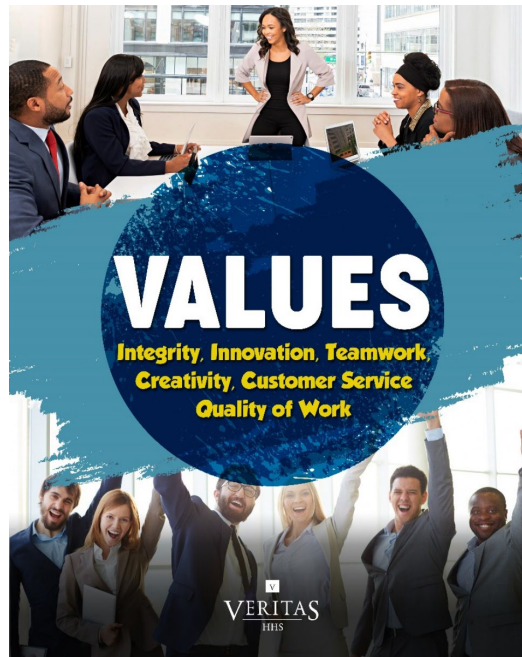
The operational plan and dashboards, when coupled with quality reviews and self-assessment reviews, help us check the accuracy of casework and compliance with federal time standards. As a whole, these tools serve as a source of feedback on office performance.

We also require our supervisors to meet with each staff member at least monthly to review their work and provide feedback. In this way, staff gain a thorough understanding of expectations and abundant feedback about their performance. Staff become more comfortable with their work and their standing within the organization, which, in turn, helps provide positive motivation and incentive to remain.

### *Commitment to Quality Work*

Another element of employee engagement identified by Gallup is “My associates or fellow employees are committed to doing quality work.” This may not be as intuitive as some of the other elements on Gallup’s list, but most employees want to have pride in their work and believe it is contributing to the mission of the organization — in this case, providing economic and health supports to children. As stated above, quality of work is one of Veritas HHS’ stated corporate values (*Exhibit C-11*). We demand high standards of performance by our staff, and they are justifiably proud of meeting them.

**Exhibit C-11: Veritas HHS Values**



A flip side is that employees not interested in quality tend not to last because they either select out or are selected out because of that lack of interest. For staff interested in quality, it is demotivating to have the organization tolerate sub-standard performance. That is why we address such issues promptly and do not let them fester.

Although it takes time, we strive to create high-performing offices. This is partially driven by our corporate culture, and it is partially driven by our accountability structures. Employees who thrive in this kind of environment find it to be a very positive experience — one they are more reluctant to leave.

### *Personal Development*

Another element of employee engagement identified by Gallup is: “This last year, I have had opportunities to learn and grow.” It is not surprising that staff are more motivated to stay in an organization if they feel that they are gaining new skills and abilities. Veritas HHS has significantly ramped up our training to help staff accomplish exactly that.

#### **V Improving Retention and Reducing Turnover**

Quality of work is one of Veritas HHS’ stated corporate values. We demand high standards of performance from our staff. They are justifiably proud of meeting our standards. Our employees thrive in this environment — one they are reluctant to leave and one that results in less turnover.

### **V** Improving Retention and Reducing Turnover

Veritas HHS offers our staff continuous learning opportunities. Personal development also leads to advancement opportunities. Training and advancement opportunities result in loyal employees and reduced turnover.

We describe the richness of this curriculum below under *Approach to Deploying and Training Personnel*. The most significant example is our *Advanced Customer Engagement* training that has stretched our staff to learn and apply new skills. We have also developed many other modules that expand our staff's knowledge and ability to function more effectively in their jobs — both subject-matter content about child support and improved methods of interacting with customers and other staff.

We have complemented this expanded curriculum with implementation of our Veritas HHS Learning Management System (VLMS). This enables us to store previously delivered modules so staff can access them whenever they have time available to refresh themselves on a topic or learn a new one.

Personal development can culminate in job advancement opportunities. Veritas HHS posts all open positions internally and encourages existing staff to apply. This creates opportunities for growth in compensation and job responsibilities, which further creates loyalty to the organization.

### **Align Skills with Tasks**

To make best use of our case managers' skills, we deploy them efficiently by placing them in positions that focus on their strengths. Using this approach not only allows our case managers to be more effective in their position, but also leads to greater job satisfaction by closely aligning their skills with their assigned role.

## **Organization, Qualifications, Customer Service, and Performance Management**

*RFP Requirement: Provide minimum qualifications, experience, and background checks required for each position used in the organization chart. Describe the organization's customer philosophy and describe how it is communicated and reinforced throughout the organization. Describe the organization's management plan and indicate any management strategies that include Total Quality Management.*

Following we address the above requirements. We discuss our key staff and our core corporate support team in our response to *Section D – Key Staff*. In this section, we provide our proposed local organizational structure and present the position descriptions (job responsibilities and minimum qualifications and experience requirements) required for each position and how we conduct background checks. We then provide our customer service philosophy and approach and conclude with a discussion of our management approach.

### **Organizational Chart and Position Descriptions**

As shown in *Exhibit C-12* below, we propose staffing the office with 13.85 full-time equivalent employees (FTEs). The staff includes a part-time attorney, who is a Veritas HHS employee and not a contracted attorney. We also include a pro-rated allocation (0.25%) of our NC Contact Center team leader, who manages our Talkdesk solution and monitors the performance of customer service representatives across our North Carolina child support offices. She is located in our Buncombe County office but routinely travels to our offices to train and coach customer service representatives.

**Exhibit C-12: Veritas HHS' Proposed Staffing Allocations for Union County**

Position Title	# of FTE
Program Manager	1
Attorney	0.60
Office Manager & Court Specialist	1
Resource Coordinator	1
Case Manager (Intake & Locate)	1
Case Manager (Establishment)	1
Case Manager (Intergovernmental)	1
Case Manager (Enforcement)	4
Team Leader (Contact Center)	0.25
Customer Service Representative	2
Receptionist/Administrative Assistant	1
<b>TOTAL NUMBER OF PROPOSED STAFF</b>	<b>13.85</b>

Our staffing allocation provides a staffing workload of 338 cases per FTE (based on 4,678 cases as of March 2024) and is consistent with our staffing workloads in Buncombe and other North Carolina counties where we have achieved excellent results. We are confident this ratio will allow us to continue providing excellent service to Union County's families.

When combined with our technology solution, focused staff training, and executive support, we have every expectation that our local team will continue to achieve high performance levels at a cost-effective expenditure level for the County.

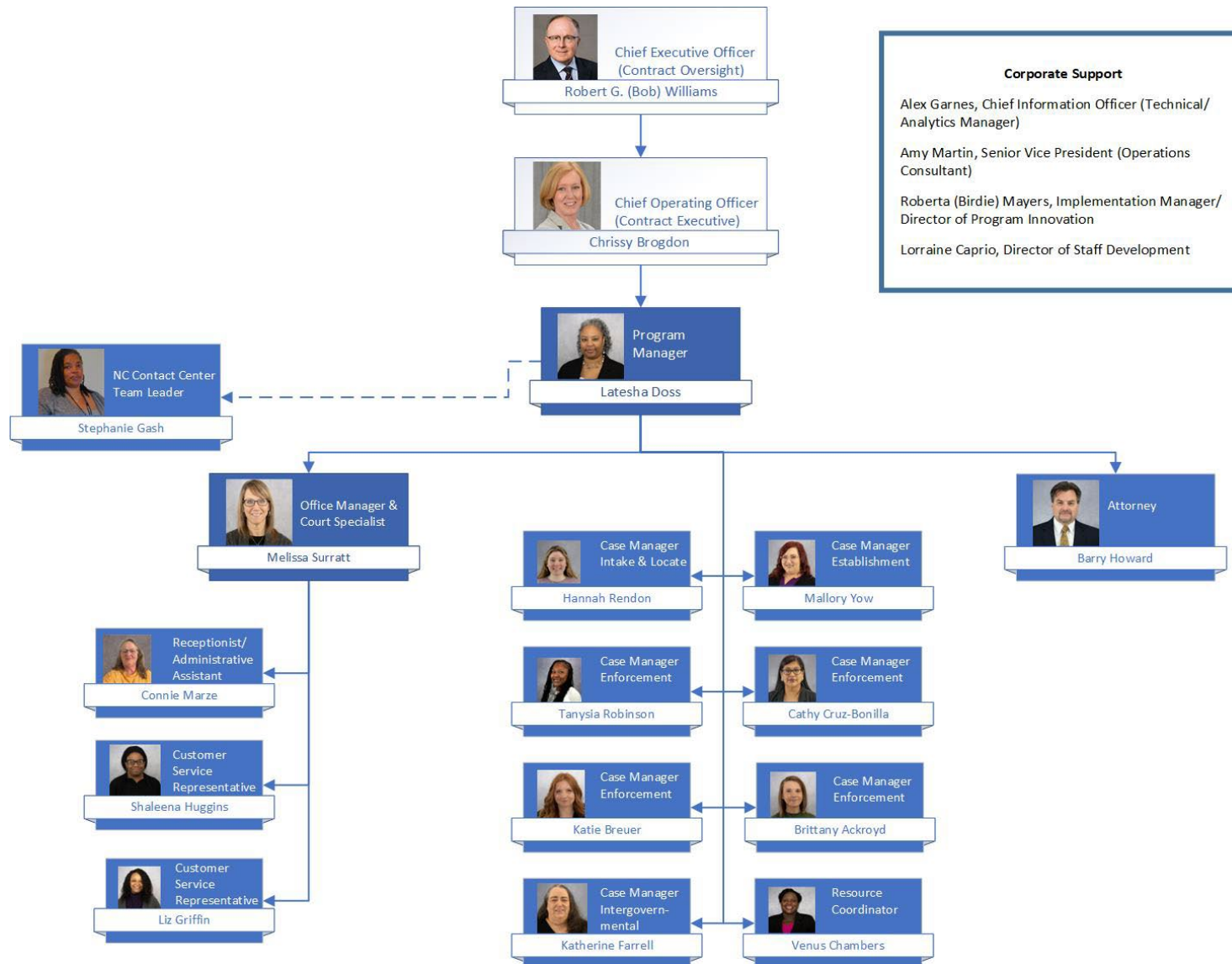
### Organizational Chart

*Exhibit C-13* below shows our proposed organizational structure for the office. This structure provides for short, direct lines of authority that support timely and effective decision making. The program manager will continue to report to Chrissy Brogdon, the contract executive, who reports directly to Bob Williams, Veritas HHS' chief executive officer. As a senior officer and partial owner of the company, Chrissy has full authority to represent the company and commit resources as needed to support the operation.

**V** We propose 13.85 full-time equivalent staff. This configuration provides a staffing workload of 338 cases per FTE (based on 4,678 cases as of March 2024) and is consistent with our staffing workloads in Buncombe and other North Carolina counties where we have achieved excellent results.



Exhibit C-13: Proposed Organizational Structure



## Position Descriptions, Duties, and Qualifications

*Exhibit C-14* provides a summary of the duties and qualifications for each local office position shown on the organizational chart.

**Exhibit C-14: Position Descriptions and Qualifications**

Position	Summary of Duties	Qualifications	# of Positions	Time Commitment
Program Manager	<ul style="list-style-type: none"> <li>• Works with the contract executive, providing leadership, vision, and strategic direction</li> <li>• Maintains positive office culture, based on corporate mission and values</li> <li>• Directs day-to-day operations</li> <li>• Directly supervises the attorney, office manager and court specialist, seven case managers, and the resource coordinator</li> <li>• Collaborates with other NC program managers in oversight of Veritas HHS' NC Contact Center</li> <li>• Plays lead role in hiring staff and personnel decisions</li> <li>• Develops and maintains the operational plan</li> <li>• Develops procedures, processes, and methods to manage the child support caseload</li> <li>• Assesses operational efficiency and effectiveness and implements process improvement activities, as needed</li> <li>• Analyzes performance and evaluates and manages</li> </ul>	<ul style="list-style-type: none"> <li>• Bachelor's degree required; experience may be substituted on a year-for-year basis</li> <li>• At least five years' experience in child support case management, with at least three years managing a team of at least 10 employees</li> <li>• Strong communications skills</li> <li>• Knowledge of child support policy and procedures</li> <li>• Knowledge of computers and software (Microsoft Office)</li> </ul>	1	100%



Position	Summary of Duties	Qualifications	# of Positions	Time Commitment
	evaluation process for all staff <ul style="list-style-type: none"> <li>• Conducts outreach to community agencies regarding child support services</li> <li>• Provides training oversight</li> <li>• Serves as primary liaison with County for day-to-day operations</li> <li>• Produces status reports and other operational reports</li> <li>• Assists with performance improvement activities, including developing standard operating procedures</li> <li>• Performs other tasks at contract executive's direction</li> </ul>			
Attorney	<ul style="list-style-type: none"> <li>• Prepares and presents cases in court</li> <li>• Reviews consent agreements and other legal documents</li> <li>• Works with program to manage office workflow and coordination between attorney and case managers</li> <li>• Establishes relationships with local judiciary and clerks of court and works to ensure efficient use of court time</li> <li>• Works with case managers to ensure compliance with legal processes and procedures</li> </ul>	<ul style="list-style-type: none"> <li>• Licensed attorney and member of the North Carolina Bar</li> <li>• Experience practicing domestic relations and/or child support law preferred</li> </ul>	1	60%

Position	Summary of Duties	Qualifications	# of Positions	Time Commitment
Office Manager & Court Specialist (Supervisor)	<ul style="list-style-type: none"> <li>• Serves as part of the local management team</li> <li>• Manages facility needs</li> <li>• Supervises receptionist/administrative assistance and CSRs</li> <li>• Participates in recruitment and hiring activities</li> <li>• Evaluates performance, provides feedback, coaches, and mentors team members</li> <li>• Sets production goals for the team in conjunction with program manager</li> <li>• Analyzes work and devises process improvements</li> <li>• Receives, evaluates, and resolves escalated customer problems and complaints</li> <li>• Manages documents to and from court</li> <li>• Monitors service of process documents</li> <li>• Prepares dockets prior to court</li> <li>• Routes documents following court</li> <li>• Manages continuances for notices and re-docketing</li> <li>• Provides courier support, as needed</li> </ul>	<ul style="list-style-type: none"> <li>• Associate's degree or paralegal certification preferred</li> <li>• Three years' experience in a child support (or other human services program) supervisory or case management position</li> <li>• Strong communications skills</li> <li>• Knowledge of child support policy and procedures</li> <li>• Knowledge of computers and software (Microsoft Office)</li> </ul>	1	100%
Team Leader – Contact Center	<ul style="list-style-type: none"> <li>• Recruits and hires CSRs in collaboration with local program managers</li> <li>• Trains staff on call center functionality, child support processes, and customer service expectations</li> </ul>	<ul style="list-style-type: none"> <li>• Associate's degree preferred</li> <li>• Four years' experience in employment programs, community-based services, public welfare, child support or other related field</li> </ul>	1	25%

Position	Summary of Duties	Qualifications	# of Positions	Time Commitment
	<ul style="list-style-type: none"> <li>Reviews staff customer service work for accuracy, quality, and completeness (quality assurance)</li> <li>Analyzes work and devises process improvements</li> <li>Evaluates performance, provides feedback, coaches, and mentors team members</li> <li>Participates in identifying issues, generating alternatives, and implementing solutions</li> <li>Receives, evaluates, and resolves customer problems and complaints</li> <li>Works collaboratively with local managers to ensure local office coverage as needed by the locally positioned CSRs</li> </ul>	<ul style="list-style-type: none"> <li>Strong communications skills</li> <li>Proven ability to manage, provide and direct work activities of self and others</li> <li>Knowledge of computers and software (Microsoft Office)</li> </ul>		
Resource Coordinator	<ul style="list-style-type: none"> <li>Monitors new orders for 90 days to ensure compliance and works with NCPs to identify and resolve barriers to payment</li> <li>Works with establishment and enforcement case managers to identify NCPs (and CPs) needing supportive services</li> <li>Works with attorney and judges to identify NCPs needing supportive services</li> <li>Monitors NCPs' participation in referred services and informs Court of compliance with court-ordered participation</li> </ul>	<ul style="list-style-type: none"> <li>Bachelor's degree in social sciences, business, social work, or equivalent experience</li> <li>Four years' experience in employment programs, community-based services, public welfare, child support or other related field</li> <li>Strong communications skills</li> <li>Knowledge of computers and software (Microsoft Office)</li> </ul>	1	100%

Position	Summary of Duties	Qualifications	# of Positions	Time Commitment
	<ul style="list-style-type: none"> <li>• Makes direct referrals to employment and other services for NCPs with court cases and NCPs who voluntarily request services</li> <li>• Identifies referral resources (government agencies or community-based agencies) for supportive services</li> <li>• Monitors Income Withholding Orders (IWOs) for employer compliance</li> </ul>			
Case Manager (Intake & Locate)	<ul style="list-style-type: none"> <li>• Works automated system triggers for new referrals, changes, and corrections</li> <li>• Builds new cases in the automated system</li> <li>• Requests copies of orders, birth certificates, and acknowledgements of paternity</li> <li>• Communicates with DSS' staff on new referrals</li> <li>• Analyzes case information and takes next steps</li> <li>• Uses locate tools, including TLOxp and Real Time Incarceration</li> <li>• Uses skip-tracing and other advanced location techniques for hard-to-locate NCPs</li> <li>• Contacts CPs and NCPs by phone to secure locate information</li> <li>• Works ACTS alerts to keep case information current and support automated case actions</li> </ul>	<ul style="list-style-type: none"> <li>• Associate's degree or paralegal certification preferred</li> <li>• At least two years of experience in legal environment or in government case processing</li> <li>• Public contact experience preferred</li> <li>• Education can be substituted for years of experience</li> <li>• Strong communications skills</li> <li>• Knowledge of computers and software (Microsoft Office)</li> </ul>	1	100%

Position	Summary of Duties	Qualifications	# of Positions	Time Commitment
Case Manager (Establishment)	<ul style="list-style-type: none"> <li>Analyzes case information and takes next steps</li> <li>Conducts interviews, collects DNA samples, negotiates consents, and refers customers to resource coordinator</li> <li>Calls each custodial parent on all new referrals to gather and confirm information</li> <li>Schedules appointments</li> <li>Attends court, negotiates agreements and prepares orders</li> <li>Prepares other legal documents and correspondence related to a case</li> <li>Works ACTS messages to keep case information current and support automated case actions</li> <li>Responds to case inquiries by phone, mail, or email</li> <li>Performs quick locate functions</li> </ul>	<ul style="list-style-type: none"> <li>Associate's degree or paralegal certification preferred</li> <li>At least two years of experience in legal environment or in government case processing</li> <li>Public contact experience preferred</li> <li>Education can be substituted for years of experience</li> <li>Strong communications skills</li> <li>Knowledge of computers and software (Microsoft Office)</li> </ul>	1	100%
Case Manager (Enforcement)	<ul style="list-style-type: none"> <li>Analyzes case information and worklists to take next appropriate actions</li> <li>Maintains case status on ACTS</li> <li>Follows enforcement protocol to determine appropriate enforcement actions</li> <li>Contacts NCPs by phone or letter to ensure compliance</li> <li>Initiates appropriate administrative enforcement</li> </ul>	<ul style="list-style-type: none"> <li>Associate's degree or paralegal certification preferred</li> <li>At least two years of experience in legal environment or in government case processing</li> <li>Public contact experience preferred</li> <li>Education can be substituted for years of experience</li> </ul>	4	100%

Position	Summary of Duties	Qualifications	# of Positions	Time Commitment
	actions, including collections calls <ul style="list-style-type: none"> <li>• Prepares legal documents and correspondence related to a case</li> <li>• Negotiates payment plans with NCPs during Rule to Show Cause</li> <li>• Prepares orders for attorney's review</li> <li>• Performs quick locate functions</li> </ul>	<ul style="list-style-type: none"> <li>• Strong communications skills</li> <li>• Knowledge of computers and software (Microsoft Office)</li> </ul>		
Case Manager (Intergovernmental)	<ul style="list-style-type: none"> <li>• Builds new responding intergovernmental cases in the automated system</li> <li>• Analyzes case information and takes next steps</li> <li>• Prepares outgoing interstate forms and legal documents</li> <li>• Monitors case progress through contacts with other intergovernmental jurisdictions</li> <li>• Responds to case inquiries by phone, mail, or email</li> <li>• Performs quick locate functions</li> </ul>	<ul style="list-style-type: none"> <li>• Associate's degree or paralegal certification preferred</li> <li>• At least two years of experience in legal environment or in government case processing</li> <li>• Public contact experience preferred</li> <li>• Education can be substituted for years of experience</li> <li>• Strong communications skills</li> <li>• Knowledge of computers and software (Microsoft Office)</li> </ul>	1	100%
Customer Service Representative	<ul style="list-style-type: none"> <li>• Answers incoming phone calls from customers, child support agencies, and the general public</li> <li>• Provides accurate and respectful responses to queries or directs caller to appropriate specialized team member</li> </ul>	<ul style="list-style-type: none"> <li>• High school diploma or equivalent</li> <li>• At least one year of experience in public contact position</li> <li>• Strong communications skills</li> </ul>	2	100%

Position	Summary of Duties	Qualifications	# of Positions	Time Commitment
	<ul style="list-style-type: none"> <li>• Performs targeted outgoing calls, on request</li> <li>• Documents all case contacts in ACTS</li> <li>• Provides administrative support</li> <li>• Provides coverage for receptionist</li> </ul>	<ul style="list-style-type: none"> <li>• Knowledge of computers and software (Microsoft Office)</li> </ul>		
Receptionist/ Administrative Assistant	<ul style="list-style-type: none"> <li>• Greets walk-in customers and monitors sign-in sheet</li> <li>• Escorts customer to interview room and notifies appropriate team member</li> <li>• Ensures program outreach materials are available in the office lobby</li> <li>• Provides back-up for CSRs in answering incoming phone calls from customers, child support agencies, and the general public</li> <li>• Provides accurate and respectful responses to queries or directs caller to appropriate specialized team member</li> <li>• Performs targeted outgoing calls, on request</li> <li>• Provides administrative support</li> <li>• Processes incoming and outgoing mail, including scanning and indexing of documents</li> <li>• Maintains file room, ensuring all hard-copy files are filed/refiled correctly</li> <li>• Oversees on-site shredding of documents</li> </ul>	<ul style="list-style-type: none"> <li>• High school diploma or equivalent</li> <li>• At least one year of experience in public contact position</li> <li>• Strong communications skills</li> <li>• Knowledge of computers and software (Microsoft Office)</li> </ul>	1	100%



Position	Summary of Duties	Qualifications	# of Positions	Time Commitment
	<ul style="list-style-type: none"> <li>Ensures printers, copiers, and postage meters are operational and adequately supplied</li> </ul>			

### *Background Checks*

We are bound by and follow the NCDHHS' policy on federal and local background checks for all child support staff, established in accordance with IRS Publication 1075. This policy was developed to guide counties through the background check process. Counties can either adopt the policy or create their own, as long as it complies with federal and State compliance standards. Therefore, our human resource director works with each county to determine the local policy and protocol and complies with use of the CSS Criminal Record Check System either directly or through the county human resources office.

We understand that background investigations for any person granted access to federal tax information (FTI) must include at a minimum:

- FBI fingerprinting — a review of FBI fingerprinting results in all 50 states
- Check of local law enforcement agencies where the prospective employee has lived, worked and/or attended school within the last five years, and if applicable, of the appropriate agency for any identified arrests
- Validation of the prospective employee's eligibility to legally work in the United States through the completion of the I-9/E-Verify process

We complete this process for all prospective hires and repeat the process every five years for current employees.

### *Customer Service Approach*



Excellent customer service is a Veritas HHS' foundational value. Our first approach to customer complaints is to minimize their occurrence by dealing with customers professionally and courteously. If a complaint surfaces, we make every effort to address it within the office and keep it from being escalated to the County. Our feedback from our County clients make clear that our approach has been successful.

Veritas HHS is a values-driven organization. Our core values are integrity, innovation, creativity, quality of work, customer service, and teamwork. Our training emphasizes these values and provides staff with guidance on how to apply them in practice.



**V** We are committed to our customers and expect our team members to treat all customers with respect, dignity, and integrity. Customers will have direct access to their case managers.

Following we discuss our comprehensive customer service plan.

## Customer Service Plan

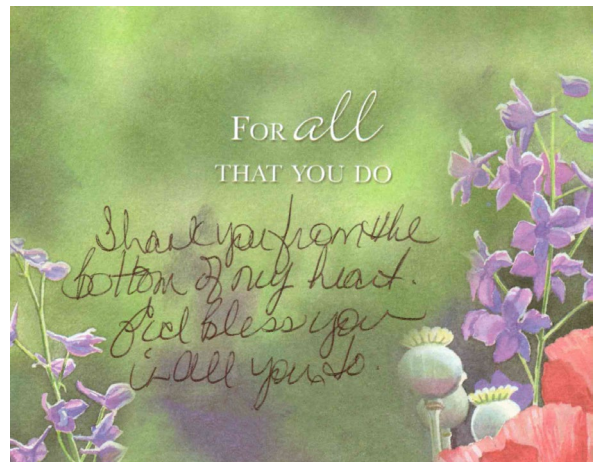
At Veritas HHS, we are committed to our customers and reinforce with our staff the expectation that they treat all customers the way they would like to be treated — with respect, dignity, and integrity. Veritas means truth and integrity. We expect and demand that our interactions with customers and partners be driven by integrity, a commitment to customer service, and a respect for all those we encounter. We expect and require all of our employees to maintain a pleasant, courteous, professional demeanor at all times. We do not tolerate rudeness or unprofessional behavior from our staff and deal with any complaints of such appropriately.

Our approach to customer service for the County encompasses the following elements.

**Customer Service Philosophy.** Our dedication to our customers begins with our executive staff. We drive home the message that our customers deserve our respect and best efforts.

**Customer-focused Staffing Model.** Our staffing plan includes two dedicated customer service representatives and seven case managers. The customer service representatives receive thorough training to resolve an estimated 80 percent of calls. However, *customers have access to their case managers* if the customer service representative cannot address the issue or if the customer simply wants to talk with their case manager directly.

**Customer Service Training and Behaviorally Informed Communications.** Our customer service training for all staff is grounded in the concepts of procedural fairness. Previous studies indicate that participants' level of satisfaction with proceedings/communications depends more on whether they feel that they have been treated fairly than on the actual outcome. We also institute behaviorally informed communications with our customers to facilitate their understanding of their individual roles in child support processes. These are communications that help provide nudges or reminders that can significantly influence behavior of parents receiving child support services.



**A thank you for a dedicated Buncombe County team member who went above and beyond.**

**A Customer Service/Complaint Resolution Plan and Effective Tools.** Our plan encompasses clear response standards, a database to track calls referred to case managers and complaint responsiveness, use of phone system reports to assess performance, and documented procedures for consistency and effectiveness. We use SharePoint as our call tracking database to document and monitor inquiries and complaints, including timeliness of resolution. Since every active case file is imaged, staff are able to easily provide customers with accurate and timely information, and document workflow management fosters accountability in responding to customer contacts.

**Quality Assurance.** We employ call monitoring, call scripts, and review of quality assurance and self-assessment scores to validate quality service, as well as routine customer satisfaction surveys to gauge our effectiveness.

**Reporting and Continuous Improvement.** We report regularly to DSS on customer satisfaction outcomes, call statistics, complaint issues, and on our efforts with community partners. As noted previously, we administer a customer satisfaction survey to custodial and non-custodial parents who use our services. The data we collect drive our efforts to improve standard operating procedures, enhance training, and reinforce our values through ongoing communications with our team.

**Family-centered Service Model.** We are sensitive to our customers' overall needs and help them navigate the human services network. To that end, we will work with the larger network of human service agencies to identify appropriate services for all of our parents. We will also communicate regularly with our partners to develop tighter integration of services and communication.

## Quality Management

The Veritas HHS' approach to managing services, as attested by our performance in Union, Buncombe, Burke, Polk, Transylvania, and Wayne Counties, is constructed to meet or exceed annual performance measures as indicated by the NCDHHS in its annual *Memorandum of Understanding* agreement with each County. Our laser focus on performance has been key to our success to date and will ensure that the County consistently improves in its ranking relative to other jurisdictions in North Carolina. Our approach to performance management is based on the following elements:

- Engaged corporate executives, who conduct routine on-site performance reviews and engage in problem resolution
- Goal setting at the office level
- Cascading office goals down to the individual case manager level
- Annual merit pay increases tied to performance on individual goals
- Staff bonuses if Veritas HHS receives incentive payments from Union County
- Operational plans that identify specific actions to improve performance
- Monthly performance monitoring and operational assessment

Implementing this approach with a skilled and experienced staff has led to continuous improvement in federal performance measures and overall rankings in Union and Burke Counties. It has also led to Buncombe County's achieving remarkable results each state fiscal year: maintaining a consistent #1 urban office standing for the past eight and one-half years and a top five all-county ranking in most months. It has also resulted in a top 10 ranking for Polk County and a top five ranking for Transylvania County.

**Engaged Executives.** Veritas HHS executives are known for their engagement in local child support operations, and this engagement has been a critical element in the company's record of success. We will continue to provide this level of executive involvement in Union County. As contract executive, Chrissy works closely with our program manager, office manager, and attorney on the overall management of the office. Since she is based in South Carolina, her proximity to the Monroe office allows her to visit the office frequently and be there quickly should an issue arise that requires her on-site presence. She also meets monthly with the DSS contract monitor to ensure that we are responsive to the County's needs and concerns. Bob also visits the operation periodically to provide additional insights into local operations.

**Goal Setting.** Each year, Chrissy works with the office to establish annual goals. These are based on: 1) State of North Carolina goals for the County; 2) contract commitments for performance measures and increased collections; 3) community collaborations; and 4) our assessment of areas in which performance can be improved.

Once office goals are set, we cascade them down to the individual worker level. A goal to increase the level of cases with orders, for example, might translate into worker-level goals for the number of orders established each month. Translating office goals to the worker level is the most complicated aspect of goal setting.

We incorporate the worker-level goals into a Performance Plan and Appraisal (PPA) for each worker. The PPA lays out performance expectations for the coming year. At the end of each year, our managers use the PPAs to evaluate each team member's performance. We then award our staff merit increases based on their performance relative to their PPAs.

**Operational Plan and Monthly Performance Reviews.** As mentioned above, at the office level, the goal expectations are supported by an annual *Operational Plan* that sets forth specific strategies for meeting the goals. For example, a goal of increased NCP compliance may be addressed at the operational level with the development of a predictive analytics model that is used to direct outgoing calls and letters to NCPs. Predictive analytics is a branch of statistics that seeks to optimize behavior or performance. It uses prior behaviors, activities, and outcomes to predict future outcomes. When used for operational performance, it guides decision makers — such as child support case managers — to work efficiently and achieve better outcomes. In Union County, we will use predictive analytics to guide case manager actions for non-income withholding enforcement cases. Our program manager, in close consultation with Chrissy, carefully and continually monitors the office's performance. In addition, Veritas HHS conducts formal monthly performance reviews, led by Bob, in which the local leadership team participates in assessing progress and identifying ways to further improve performance and collaboration.

We continuously seek to refine this approach by increasing the sophistication of our business analytics, which give us additional insights into operational issues and performance improvement opportunities.

## Continuous Improvement, Technology, and Personnel for the Benefit Our Customers

*RFP Requirement: Describe the organization's continuous improvement program and how the current customers benefit from the service improvements. Describe the organization's experiences in adapting to changing technologies. Explain how the organization ensures that personnel performing technical support services are qualified and proficient. Describe the organization's approach, policies, and experience with respect to deployment of its personnel.*

Our team has a distinguished history of developing training and quality assurance programs for local operations, as well as instilling a culture of continuous process improvement and innovation. Below we discuss our approach to continuous improvement. We have improved the County's ranking on the federal performance measures from 87<sup>th</sup> to 40<sup>th</sup> in five years, which we believe is a testament to our commitment to improving processes for the benefit of our customers

## Continuous Improvement Program



In our response above, we described our approach to goal setting and performance management. In addition, we will monitor the quality of our service using the following practices:

- Call monitoring
- Call scripts
- Case reviews
- Customer satisfaction survey

**Call Monitoring.** We record all calls and store them for 90 days. Our contact center team leader, located in Buncombe County, reviews (listens to) samples of calls the CSRs answer and rates the calls based on accuracy, tone, and deportment (i.e., courtesy). The team leader reviews 10 calls per month per CSR. We incorporate customer contact quality standards in every CSR's performance plan. This monitoring enables us to measure a CSR's performance based on quality and response times, relative to our service levels. Our takeaways inform training to improve our CSRs' level of clarity, responsiveness, and efficiency.

**Call Scripts.** We build call scripts into Talkdesk to guide our CSRs' responses. We write our scripts at a fifth-grade reading level and remove jargon and legalese so our CSRs communicate at an easily understandable level. We also avoid using labels such as custodial and non-custodial parent, obligor, and obligee, and instead choose descriptions that recognize possible co-parenting responsibilities. For Union County, our scripts include both general scenarios and County-specific scenarios. *Exhibit C-15* provides a few excerpts from the scripts currently in use.

### Exhibit C-15: Script Excerpts

Type	Script
Walk-in greeting	Welcome to _____ Child Support Services. My name is _____. How can I help you?
Inbound calls	Thank you for calling _____ Child Support Services. My name is _____. How can I help you today?" [Listen to what they need help with.]
Caller verification	<p>The first thing we need to do is verify who I am talking with. To keep everyone's information safe, if we are providing specific case information, we confirm each caller's identity. There are a few ways we can do this. We can verify through your Social Security number if you would like to voluntarily provide it, or we can use your case number or name and then a few questions to make sure that we have the right case. [To verify further, ask the children's names and date of birth rather than the other parent.]</p> <p>NOTE: Always ask the caller for information when verifying identity. Never recite the information in the system and then ask if it is correct.</p>
Restate what the caller needs help with	Ex. You [restate what they need help with], do I have that correct? [wait for response] Let's see if we can find that for you.
If the customer is angry or frustrated	I am sorry that happened. Do you have a few minutes to take a look at what we have so that we can see what some options might be?

Type	Script
Customer asks to speak to their case manager	Often times customers may need to leave a message for their case manager and wait for an answer. Before we do that, would it be okay if we took a look at your case to see if I can help you right away?  If yes, provide assistance.  If no, transfer to the case manager.
Call center referral to case manager for follow-up	Based on what I can see, it does look like the case manager will need to take a look at your case. Here's what I can do. I can send a message to your case manager and ask the case manager to get back to you with an update on your case. Would that work?  Our office uses email, phone, and regular mail. What is the best way to reach you?  Also, just so you are aware, it can take up to one business day. Is that okay?
Closing	Is there anything else that I can help with today? If you have any other questions, please give us a call. We are here to help. You can call our office directly at _____.

**Case Reviews.** Quality assurance for customer service is much broader than responding to customer inquiries or complaints. For this reason, we also incorporate monthly quality assurance reviews of case actions (performed by the State CQI specialist) into our operational monitoring. In conjunction with State-initiated self-assessment reporting, these reviews allow the management team to coach staff on effective case management and missed opportunities. We incorporate quality scores and self-assessment scores in every case manager's performance management plan. Our program manager also reviews the case managers' work lists and assesses quality of work daily, taking remedial action, if needed.

**Customer Satisfaction Survey.** We have employed a customer satisfaction survey since the earliest days of our Union County operation. We currently provide hard copy surveys to our customers. We developed the survey using SurveyMonkey. We now have the capability to text surveys directly from our Talkdesk customer contact software to a caller's incoming mobile number. We propose to implement this functionality in the next contract term. Our experience in our Tennessee operations shows that this results in a considerably higher number of completed surveys. Conversely, it also lowers our overall satisfaction score, but we believe this is a good tradeoff as it gives a better representation of our customers' overall experience and provides excellent actionable information. We provided a summary report of results in our response to *RFP Requirement, Company and Qualifications, Section B*, above.

### **Adapting to Changing Technologies and Ensuring Qualified Technical Support Services**

Our primary approach to ensuring expertise in technical services is to contract directly with vendors specializing in these activities, who have exemplary performance records, and to require a customer-favored service level agreement. We provide additional information on our IT suppliers in *Section E: Subcontracting*.

### **Creative Planning — Managed IT Services**

Veritas HHS uses Creative Planning (formerly BerganKDV) as our IT supplier and has continuously since we assumed operation of the Union County Child Support Program. We believe contracting with Creative Planning presents significant advantages over in-house IT operations because it provides greater depth of expertise and greater flexibility.



During the contract term, Creative Planning will enlist the aid of other trusted vendors, as needed, and will be responsible for desktop security services, local shared drive backup, technical support for our Talkdesk contact center software, and disaster recovery support. Creative Planning will also provide user and laptop support and management, help-desk services, updates and patches, as applicable, as well as monitoring, maintenance and remediation of servers and Veritas HHS network devices. Alex Garnes will continue to oversee their work.

### **Vasion — Electronic Document Management Support**

Veritas HHS will continue to use Vasion as our imaging and electronic document management solution. In addition to providing the software, Vasion provides premium support through their help desk department and continually improves and enhances their software solution. Software updates are provided to customers who continue with an annual maintenance plan with Vasion, something we do for all of our Vasion applications.

In addition, Veritas HHS takes a proactive approach to adopting changing technologies, ensuring that affected staff has complete training and access to expert resources, and that we work with our internal customers to procure or develop solutions that meets the end-user's needs. Alex has managed the electronic document management program, including its implementation in all of our full service and paternity operations. Alex was fully-trained as an administrator and workflow developer by our selected vendor, Vasion, so that he has the capability to support the system. In the event that further support is required, Vasion has a robust help desk support system to resolve unplanned issues.

Alex and Chrissy have worked together for over a decade, pursuing new technologies that provided significant productivity gains. These pursuits are grounded in data-driven pilot projects using local subject-matter experts to define the business needs and refine tools and methodologies. Their projects, including designing and implementing case stratification tools, building a predictive analytics program, and creating targeted reports from state program data sources, use a wide range of new technologies, including the Microsoft Business Intelligence stack and SAS. Indeed, Veritas HHS places an emphasis on adopting and leveraging technology to enhance better service outcomes, both for our full-service program partners but also for the families who need these services.

### ***State-of-the-Art Telephony Systems***

An excellent example of leveraging technology to improve the customer experience is our assessment of customer contact software solutions. Beginning in 2022, our executive team engaged an outside consultant to assist in the evaluation of multiple solutions. During this process, we met with each provider and reviewed the functionality of each solution. Through this process we determined that Talkdesk provided the best cost-effective solution for a specialized call center system for customer service representatives.

In 2023, with the approval of our clients in Buncombe, Burke, Polk, Transylvania, Union, and Wayne Counties, we implemented a virtual contact center solution that serves all of our North Carolina operations. The CSRs supporting this contact center are located in Buncombe, Burke, Union, and Wayne Counties. They each have licenses to Talkdesk. Calls directed to the number associated with each county are first routed to CSRs that reside in that County. If that CSR is on the phone, the call then immediately



routes to an available CSR, regardless of the County. The CSRs have call-assist scripts for each County that provides local procedural information.

For Union County, this means that calls from Union County customers would first route to the two CSRs located in the Monroe office. If they are on the phone, or not available, the call would roll to an available CSR in another county. This approach not only provides an economy of scale to deal with absences but also allows case managers and management to continue with their duties instead of covering phones. The Talkdesk system also provides a host of functionality to support quality assurance and call tracking, including abandoned call rates, average speed of answer, and resolution rates by office and by CSR.

The remainder of the staff will continue to use Microsoft Teams powered through their computers. All staff receive inbound calls and place outbound calls through wired headsets. Microsoft Teams seamlessly integrates with Talkdesk, allowing for easy transfer between the two systems.

### Talkdesk Functionality

Talkdesk provides state-of-the-art functionality to assist CSRs in responding to calls efficiently and providing callers with a good customer experience. For example, it provides:

- Customers with estimated wait time and the option to request a callback
- Easy to update announcements or messages concerning changes, such as additional payment options
- Ability to record calls for coaching
- Sentiment monitor that uses the context of the call to identify words or phrases perceived as good, neutral, or bad
- Ability to route calls based on specialization (e.g., employer calls)
- Drop down menu to send follow-up text messages, such as court dates, appointment times, ways to pay, etc.
- Automated text message after all calls with the link to complete our customer service survey
- Integration with Microsoft Teams to easily transfer callers to other staff within the office
- Ability for a CSR to consult with a team leader or manager while on the call, in whisper mode, and the ability for a supervisor to enter a call, when needed
- Reporting features and a live dashboard customizable for the CSRs and managers, including the number of calls in the queue, current wait times, abandonment rate, etc.

Through Talkdesk, the CSR documents the disposition of all incoming calls. The disposition codes support the tracking of call types as inquiries or complaints and whether the call was resolved or referred. *Exhibit C-16* shows the disposition codes available to CSRs.

**V** We will continue to provide Talkdesk and Microsoft Teams as our telephony package. Talkdesk provides state-of-the-art functionality to assist CSRs in responding to calls efficiently and providing callers with a good customer experience. Teams is a full-featured telephony system that integrates with Talkdesk. Our combination of Talkdesk for customer service representatives and Teams for other staff members is working seamlessly in our North Carolina offices.

**Exhibit C-16: Talkdesk Disposition Codes for Incoming Calls**

Inbound
"Resolved - payment question
Resolved - court/appointment question
Resolved - General question
Resolved - Employer call
Resolved - Complaint
Referred - Case manager
Referred - Document requested
Referred - Complaint
Transferred - State CS
Transferred - Other IVD office"

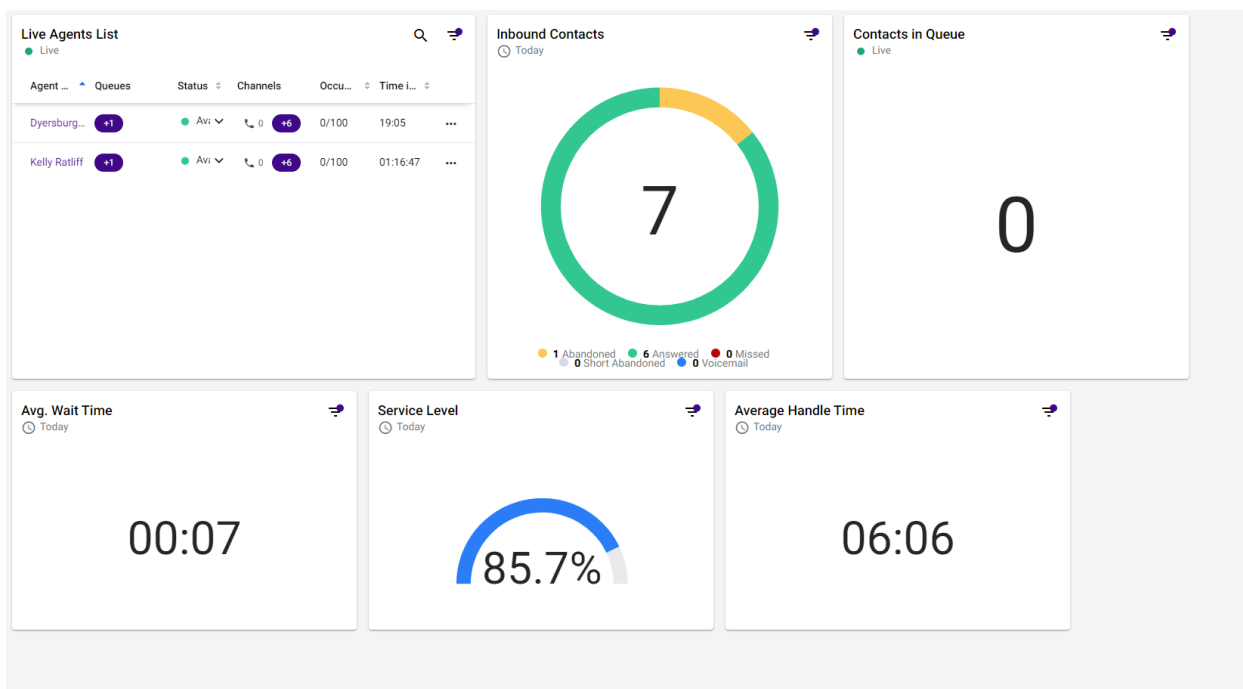
*Exhibit C-17* below depicts the CSR user interface for documenting an incoming call. Each call requires a disposition code. The CSR can enter specific notes, which (s)he can easily copy to ACTS.

**Exhibit C-17: Talkdesk Incoming Call User Interface**

The screenshot displays the Talkdesk user interface for an incoming call. The top bar shows a timer at 00:01:04 and a 'Wrap-up' status. The left sidebar contains navigation icons for home, conversations, voice, and settings. The main panel is divided into sections: 'Conversations' (showing 1 conversation), 'Voice' (showing the call with +1 931-879-9946), 'Disposition\*' (a dropdown menu currently showing 'Inbound: Resolved - Employer call'), 'Notes' (a text area with 'needed a med release'), and 'Conversation details' (showing 'Ring group(s): tn-jd-06' and 'Interaction ID: 51e6a22ccf9547f8ae706334f856298e'). At the bottom, there is a 'New conversation' button and a 'Submit' button.

*Exhibit C-18* shows a sample customer service performance dashboard that tracks our call center service levels (e.g., average wait time, longest wait time, average abandon time). The dashboard is completely customizable, adding various service level measures, and can report at the CSR or the office level.

### Exhibit C-18: Sample Talkdesk Dashboard



### Teams Functionality

Teams is a full-featured telephony system that operates through staff workstations, with headsets, rather than through stand-alone telephone sets. Teams complements Talkdesk by serving as the telephony/communications solution for incoming and outgoing calls for our staff who are not CSRs. Teams offers the following benefits:

- Uses Office 365 credentials so users do not have to maintain a separate set of credentials for the phone system
- Has a robust set of telephony features, including:
  - Speed dial
  - History
  - Call groups
  - Voice mail
  - Call forwarding
- Integrates seamlessly with Teams video conferencing
- Integrates with Outlook Contact lists so no need to maintain two address books
- Functions on desktops/laptops, tablets, and mobile phones
- Allows calls to be picked up on any device and easily transferred to another device
- Integrates with specialized call center software, such as Talkdesk
- Uses full encryption for all traffic (voice, messaging, video)

Our combination of Talkdesk for customer service representatives and Teams for other staff members has been working seamlessly in all our North Carolina operations.

## *Approach to Deploying and Training Personnel*

To hold staff accountable, an employer must provide comprehensive job training and establish a method for systematically measuring the quality of an employee's work. Veritas HHS is strongly committed to developing and maintaining a well-trained staff, assessing work quality, and engaging in continual improvement based on self-evaluation. Our team has a distinguished history of developing training and quality assurance programs for local operations, as well as instilling a culture of continuous process improvement and innovation.



We have significantly ramped up our training curriculum during the past four years to prepare our staff to interact more effectively with customers and to perform their jobs more effectively. Based in part on our work on the Behavioral Interventions in Child Support (BICS) project in Vermont, we developed our Advanced Customer Engagement (ACE) training. It is built around motivational interviewing — a curriculum that teaches staff how to listen acutely and elicit information from NCPs and CPs about their own situations and help motivate them to take appropriate action.

We complement this curriculum with modules on procedural justice, implicit bias, impact of trauma, and domestic violence. This training provides staff with the skillsets needed to work effectively with our customers, especially customers needing supportive services. It has had a positive impact in our ability to engage customers in consent proceedings and a positive impact on the quality of our customer service.

Lorraine Caprio, our director of staff development overseas training for all of our offices. She works in concert with local management to ensure all staff receive appropriate training, whether new or tenured. Our program manager, Latesha Doss, will: 1) develop individual training plans for staff; 2) conduct ongoing needs assessment in collaboration with Lorraine; and 3) develop and deliver office-specific functional and business-process training. She will receive ongoing support from Lorraine in training development, delivery, tracking, and assessment.

After the delivery of each training module, staff will receive an on-line training survey to gather their feedback. In addition, the designated trainer (Lorraine, program manager, or designee) will deliver a post-training assessment to gauge the retention of materials presented.

### **Training Development, Processes, and Tools**

In our course design, we incorporate adult learning principles to encourage active participation and maximize retention. We infuse the courses with role-playing, when useful, and integrate performance and quality assurance relationships and expectations in each module.

Typically, internal courses include a trainer manual and a participant manual for each audience. Where of value, we develop quick-reference desk-aids for staff, which help to reinforce the training concepts presented. Each training session concludes with a participant quiz to gauge retention and assess the training's effectiveness.

We update our trainings for a variety of reasons, including but not limited to, changes to federal or state program requirements, customer feedback, case reviews and observations, quality assurance outcomes, and feedback received from the training participants and trainers.

We make available a library of training modules through our Veritas HHS Learning Management System (VLMS) that staff can access to learn new processes or refresh their understanding of specific policies and



**V** Our training equips staff with the knowledge, skills, and abilities to perform their jobs better, engage with customers more effectively, and achieve better program outcomes.

procedures. In our VLMS, we track all training delivered to individual staff members. We include any County or State-provided training in our tracking. Our supervisory staff monitor all training delivery, assess its impact on individual worker performance, and identify areas where additional training is needed. *Exhibit C-19* below illustrates our VLMS.

### Exhibit C-19: Veritas HHS Learning Management System (VLMS)

**My Training**

Search by training title

Active Training: 5 | Completed Training: 48 | All Training: 53

Completion Date: Newest - Oldest

- Complex UIFSA Scenarios with Rob Velcoff**  
 Completed [View Certificate](#)  
 Assigned by Lorraine Caprio on 12/20/2023 | Completed 12/12/2023 | 118 min to complete
- Operations Meeting - Managing Performance (November 2, 2023)**  
 Completed [View Certificate](#)  
 Assigned by Lorraine Caprio on 11/03/2023 | Completed 11/02/2023 | 90 min to complete
- Intergovernmental Quarterly Meeting - June 13, 2023**  
 Completed [View Certificate](#)  
 Assigned by Lorraine Caprio on 06/14/2023 | Completed 06/13/2023 | 30 min to complete

After the delivery of each training module, we distribute an on-line training survey to gather participant feedback and assessment of the course materials and instructor(s). In addition, we deliver a post-training assessment to gauge the retention of materials presented.

### Training Curricula

Our training approach addresses the training needs of new and tenured staff. Below we detail the courses we include in our *Core Curriculum*, *Targeted Curriculum*, *Management Curriculum*, *Advanced Customer Engagement (ACE)* training, and *Attorney Curriculum*.

During a new contract term, all new hires will participate in our core curriculum training and then our targeted, job specific subject-matter training. Following the delivery of these trainings, Lorraine and Latesha will discuss further training needs. In addition, we will deliver our ACE training to strengthen new staff members' capabilities to deliver our services within a holistic family-centered framework and with substantial impact on establishment, enforcement, and review/modification services.

**Core Curriculum.** The following table (*Exhibit C-20*) provides an overview of our core training curriculum that we deliver to all new employees as part of their initial training, including *Introduction to Child Support Services* and *Introduction to ACTS*.

**Exhibit C-20: Core Curriculum**

<b>Core Curriculum</b>	
New Hire Orientation	This training is required of all new employees within the first 30 days of employment. It acquaints new employees with the responsibilities of being a Veritas HHS employee, discusses our mission, goals, and values, and emphasizes the role the employee plays within the organization. Topics include code of conduct, ethics, time reporting, employee relations, and sexual harassment.
Customer Service, The Procedural Justice Approach	Our customer service training is grounded in the concepts of procedural fairness. This course emphasizes developing the skills needed to provide superior customer service in everyday interactions with parents, employers, state and court staff, staffs from community and faith-based organizations, and, yes, even co-workers. The program is interactive, using exercises and role-play that allow participants to practice the skills taught and to transfer those skills from the classroom to the workplace. It also includes a series of customer service videos, used not only to educate the participants but to motivate them.
Introduction to Child Support Services	We provide this training to new employees within the first two weeks of employment, assuming State's New Worker training is not already scheduled. This training summarizes the child support program and provides context for the specialized, in-depth training to follow. It addresses the cooperation requirements for TANF recipients, discusses non-assistance applicants, and provides an overview of the intake, location, establishment, enforcement, and modification processes.
Introduction to ACTS	This introductory instruction is designed for new employees to assist them in navigating and updating ACTS properly for efficient case management. It serves as a bridge pending detailed ACTS training specific to the individual's job responsibility. We will also take advantage of any ACTS training NCDHHS offers.
Navigating Office Systems	New employees learn how to navigate the supplemental office systems/applications, including the time reporting system, email system, Teams chat and telephonic functionality, SharePoint, and Vasion, our imaging/document management system.
IRS Safeguards & Confidentiality	This training is designed for the new employee (and conducted yearly for all current employees) to assist them in understanding the importance of safeguarding IRS information, understanding the penalties that apply when an employee mishandles IRS information, and ensuring overall confidentiality of case information. Participants watch the <i>Protecting Federal Tax Information</i> video and the <i>Safeguards Security Awareness Training</i> video. They also sign the complement of security forms Veritas HHS and the State and County require.

Core Curriculum	
Federal Performance Measures and Standards	<p>The focus of this workshop is to provide background and guidance to staff regarding the:</p> <ul style="list-style-type: none"> <li>• Basis for federal performance measures</li> <li>• Strategies and reports that can be used to maximize the federal performance measures, data reliability, and the collections base</li> <li>• Avoidance of common errors that negatively impact specific performance measures</li> <li>• Federal time standards and how they are tracked through self-assessment quality reviews</li> <li>• Case management tools available to support meeting federal time standards</li> </ul>
Family-Centered Service Delivery	<p>The focus of this course is to:</p> <ul style="list-style-type: none"> <li>• Educate staff on the 2Gen/family-centered Veritas HHS service-delivery model</li> <li>• Identify the resources that are available to assist low-income parents</li> <li>• Teach staff how to recognize, appropriately respond to, and report domestic violence (we will synchronize with the State's domestic violence training)</li> <li>• Introduce the concepts of motivational interviewing, that we will deliver later</li> </ul>

**Targeted Curriculum.** Our targeted curriculum is a blend of County and State-provided training and Veritas HHS-developed curriculum. The County and State-provided training includes:

- ACTS Computer Based Training On-line Modules
- Case Initiation
- Trigger Training
- Support Establishment
- Interstate Initiating
- Review and Adjustment
- Administrative and Judicial Enforcement
- Accounts Maintenance
- Financials
- Self-Assessment
- Tax and Administrative Offset
- DHHS Civil Rights Training DHHS Security Training

All of our staff will complete, annually, the NCDHHS Civil Rights Training and its Security Training. We track this requirement in our VLMS and also submit an attendance roster to the County documenting all employee participation.



The targeted curriculum Veritas HHS provides (*Exhibit C-21* below) teaches staff about the substance of each child support function and process, as well as basic case-management skills, such as negotiation. Our curriculum also addresses unique office-workflow protocols. We provide certain modules of our curriculum to each staff member based on the member's specific job responsibilities.

We specifically craft our targeted curriculum for our North Carolina offices so that it does not duplicate the State-offered training. For example, rather than focusing on ACTS-specific functionality or State policy, our ACTS training supplements those state trainings with critical thinking concepts and data reliability best practices.

#### **Exhibit C-21: Veritas HHS Targeted Curriculum**

<b>Targeted Curriculum</b>	
Case Initiation	Accurate intake processing is vital in the child support process. Case managers responsible for intake must tackle challenging issues in order to process incoming cases and meet case-processing requirements. This course focuses on setting up cases properly in ACTS and making the correct assessment and/or forwarding them to the appropriate case manager. It addresses assessing the validity of a referral, given that some cases referred by Work First may not require establishment of a new IV-D case. It also covers timeframes for responding to requests for applications and for entering a new case into the system.
Paternity Establishment	This course focuses on ensuring staff appropriately address cases without paternity established. The course includes legal basis for paternity, including presumptions related to marriage, voluntary paternity acknowledgments, paternity consents, genetic testing, and paternity orders. Training covers the integration of the consent-order process, the importance of outreach to the parents, and the steps required for successful establishment of paternity either through the voluntary acknowledgment of paternity, consent order, or judicial process. Special emphasis is placed on effective interviewing techniques, as well as the proper updating of ACTS to ensure data reliability on the PEP federal performance measure.
Order Establishment	This course introduces behavioral concepts developed under the Vermont Behavioral Intervention in Child Support (BICS) national demonstration project. It addresses how to determine when a consent process is appropriate and how to establish consent orders in those circumstances. It focuses on encouraging consent conferences (resolution meetings) and how to conduct those conferences in a manner most likely to result in consent orders and subsequent compliance. It also provides training on using the legal process for support establishment when parents will not enter into a consent order. It covers application of the child support guidelines, including adjustments for childcare costs, extraordinary medical costs, and health insurance.

Targeted Curriculum	
Enforcement and NCP Assessment	This course focuses on analyzing an NCP's ability and willingness to pay, employing effective negotiation skills, selecting the appropriate enforcement action or support services, and targeting cases for modification, when appropriate. The course incorporates the standard operating procedures supporting case stratification, when applicable, and the appropriate escalation of enforcement actions once the NCP's ability and willingness to pay is assessed. Emphasis is on negotiation skills to establish reasonable payment plans.
Effective Locate	In this course, participants gain knowledge of the locate subsystem and how to use locate procedures and supplemental systems like TransUnion's TLOxp, which includes real time incarceration searches through APPRISS sources, and proven internet sites. It also includes the important role location activities play in case processing and how they relate to case activities. It stresses the vital role staff members play in reviewing information and making decisions.
Child Support Distribution	This course educates program staff on the distribution of child support payments so they can provide information to other entities' staff (e.g., court and Work First), NCPs, and CPs. This training also provides an explanation of the ACTS arrearage calculation and how to interpret the information.
Review and Adjustment (Modification)	This course focuses on the importance of, and process for, establishing appropriate child support awards. Participants learn how child support cases are selected for review, how to initiate the review process, the required criteria to move forward with a modification of the order, and how to modify the order. The trainer reinforces with staff the impact that appropriate awards have on overall payment compliance.
Comprehensive Case Closure	This course provides participants with a detailed understanding of the application of the Code of Federal Regulations (45 CFR §303.11) to support case closure, including changes resulting from the federal Flexibility, Efficiency, and Modernization Rule published in December 2016. It includes accurate case evaluation and selection of closure criteria, use of the case closure checklist, and initiation of closure in ACTS.
Intergovernmental Case Processing	This course helps workers effectively manage cases that involve other states, the military, or Indian tribes. The curriculum includes the rules, regulations, statutes, timeframes, systems, ACTS procedures, and best practices relevant to intergovernmental cases, most notably the Uniform Interstate Family Support Act (UIFSA). Participants gain a detailed understanding of the CSENet interface and the State Services Portal, including QUICK.
Negotiation Skills for Case Managers	In this training, participants learn the skills and methods that can be used when working with both parents to reach an agreement that works for everyone. The training goes beyond "No" to find out what the underlying concern is and works within that context to make sure each parent feels heard.

Targeted Curriculum	
Courtroom Decorum	This session, which is taught by a Veritas HHS' attorney, is for new Veritas HHS' staff designated to assist in courtroom activities and focuses on courtroom decorum. Topics include: 1) addressing the court; 2) dress; 3) assisting with customers or their private attorneys; 4) language; 5) court relations out of court; and 6) specific courtroom duties.
Being Helpful or Being an Attorney Training	A Veritas HHS' attorney teaches this course. It focuses on how Veritas HHS' staff should be providing information and resources to customers — not legal advice. The target audience is non-attorney staff who conduct interviews with parents during each phase of the child support process from intake to compliance. Topics include governing legal statutes, defining the unauthorized practice of law, the guidelines for providing legal information to the public, and how staff should interact with judges and lawyers.
Running Your Caseload Instead of Your Caseload Running You	This training provides case managers with back-to-basics best practices when working and managing their assigned caseloads. The course provides tips on how to keep control of caseloads through actions and tasks. Ultimately, the goal is to reduce work stress and avoid being in reaction mode all the time by performing a thorough review of every aspect of a case when any given action is needed.
Effective Time Management	During this course, participants discuss various time management techniques and strategies to mitigate hazards that can distract from meeting the targets for the day, week, or month. Co-workers are invited to each develop their own plan for the week, identify ways to support each other, and decide on how they are going to celebrate meeting their targets.

**Advanced Customer Engagement (ACE) Training.** The initial ACE modules include implicit bias, procedural justice, trauma-informed services, and domestic violence modules. The implicit bias module aids our staff in recognizing how their own biases may be distorting their interactions. Procedural justice training underscores the need for staff to ensure child support services are perceived as neutral and fair. Trauma-informed services assists staff in recognizing the impact that past trauma has on customers' ability to interact appropriately with the agency. Domestic violence educates staff how to recognize cases that might be affected by domestic violence and what precautions to take to avoid further episodes of violence.

Subsequent modules present the core concepts and techniques of Motivational Interviewing (MI). MI is a formal training curriculum that is designed to help human services staff elicit information about customers' circumstances and engage them based on their situations and needs.

ACE training significantly improves the effectiveness of our consent-oriented establishment and modification processes, our enforcement outreach techniques, and our NCP supportive services model. It also ensures that we improve the quality of staff interactions with our customers by enhancing staff sensitivity to parents' unique circumstances and by providing the tools to address parental issues more effectively. In *Exhibit C-22* below, we provide an overview of each ACE training module.

**Exhibit C-22: Advanced Customer Engagement (ACE) Curriculum**

<b>Advanced Customer Engagement Curriculum</b>	
Biases – We all have them, now what do we do with them?	In this course, we discuss the different types of biases, how they are formed, and the impact they have on how we work with each other and the families we serve. The course explores individual strategies to manage implicit biases when working with families and discusses strategies to incorporate continuing discussions on this topic in our offices moving forward.
Motivational Interviewing – Part 1	This course discusses the spirit of motivational interviewing and provides an overview of how it is used to elicit change in individuals.
Motivational Interviewing – Part 2	Building on Motivational Interviewing – Part 1, this course provides more detail on conducting a motivational interview. It focuses on the Engaging and Focusing phases of the interview. The training is geared to all staff who are meeting with one or both parents in all customer-facing functions from intake through establishment, enforcement, and modification.
Motivational Interviewing – Part 3	As a continuation of the motivational interviewing learning series, Part 3 focuses on identifying change and sustain talk (a term of art), evoking a parent's motivation for change, and building a parent's change plan. Using a Decision Balance worksheet, participants learn to assist parents in recognizing the pros and cons of a given change and building an individualized plan tailored to that person's identified desires and motivations.
Navigating Difficult Conversations with Parents –The Art of De-Escalation	In this course, staff learn about understanding and addressing frustrated and/or angry customers — either in person or over the phone. They are given suggested language and scripts for sharing information that parents may not want to hear, with emphasis on income tax refund intercepts.
Safely Supporting Families Living with Domestic Violence	Participants gain an increased awareness of domestic violence, its different forms, some signs to be aware of that may present in survivors, and what child support professionals can do to ensure that families have the information that they need to make choices about how to keep themselves and their families safe. Staff learn that child support can play a key role in helping survivors move out of a violent situation when it is offered with empathy, firmly places the parent in the driver's seat, and offers protections for the parent.
Trauma – The What, Who and Why It Matters in the Work We Do!	Participants learn about what causes trauma and why it is important to understand its impact on adults and children. They become acquainted with the ACES screening tool and how trauma impacts the brain and how a person reacts in certain situations. This course introduces the key elements of a trauma-informed approach, and participants discuss current practices and ideas for using a more trauma-informed approach when interacting with parents.

Building on her experience directing the Vermont BICS project and subsequently developing this training for Veritas HHS' staff, Roberta Mayers collaborates with Lorraine Caprio in delivery of these modules. In addition, Roberta works with local office staff to conduct in-office assessments to identify areas for program innovations and opportunities to improve customer engagement using behaviorally informed communications and motivational interviewing. During these assessments, we examine all aspects of the child support process from case initiation to enforcement. We then follow up these assessments with detailed training, hands on coaching, project management, and if a pilot project, statistical analysis to determine the impact on collections and customer services.

**Management Curriculum.** This series consists of five modules (*Management 101, Basic Training, Managing During Transition, Holding Your Team Accountable, The Conflict Toolbox, and Situational Leadership*) that focus on several key management areas and is designed for all experience levels. Each module is designed to last no more than 60 minutes and consists of a course content discussion, as well as interactive discussions from all attending. Our training focus is on continuous improvement, and these classes allow our new and existing managers to continue to learn and use each other as a resource.

In addition to ongoing management training, we hold an intensive leadership development conference every two years for all program managers company-wide. We held our most recent one in March 2022 in Chattanooga, and our next one is scheduled for September 2024 in Knoxville. All managers, analysts, and our corporate team will gather for two days to participate in the sessions. This leadership conference exemplifies the value we place on developing our managers' skills and engagement with corporate mission and values.

**Attorney Curriculum.** We provide an array of development options for our attorneys to train them in the substance of IV-D law (if they are new), to keep them up to date on national and state developments in the law, and to help them satisfy continuing legal education requirements.

**Quarterly attorney discussion seminars.** We hold quarterly seminars for attorneys from all our operations. The webinars, led by Lorraine Caprio and Barry Master, senior attorney in Buncombe County, include a review of recent case law, operational best practices, and newly developed training. Topics are also gleaned from the recent case law, legal tips, and legislation uploaded to our *Attorney Discussion Board* on SharePoint. Barry also mentors new attorneys. Jennifer Cole Daniels, our supervising attorney in Tennessee, assists in training delivery, specifically in intergovernmental law, financial establishment, and court room decorum.

**Essentials for Attorneys in Child Support.** This curriculum is based on OCSS's publication of the same name, the first edition of which Mike Henry co-authored, who is our retired senior vice president. The focus of this course is to provide advanced module-by-module training to all Veritas HHS' attorneys in the quarterly seminars. The coursework provides comprehensive training on IV-D legal policies and procedures and the role of the attorney in supporting efficient case processing in each area. We have also used the ethics module to develop and deliver a course for our case managers on delivering effective services while avoiding any actions that would constitute practicing law without a license.

**Continuing legal education (CLE).** In addition to CLEs our attorneys earn at child support conferences, we work with our child support partners across the State to maximize CLE opportunities. We will arrange for our attorney's participation in statewide programs or look for similar opportunities in the surrounding area. We also

## Veritas HHS' Business Segments and Organizational Changes

*RFP Requirement: Provide detailed information regarding the business segments of the organization, showing reporting structures within these segments and among these segments and the overall organization. Describe any organizational changes such as divestitures, acquisitions, or spin-offs of business segments that have occurred in the last two (2) years or are anticipated in the future.*

Veritas HHS is entirely focused on child support services. As shown on the corporate organizational chart in *Section B, Company and Qualifications, Exhibit B-4*, the current child support operations projects are under the direction of Bob Williams and Chrissy Brogdon, respectively.

On August 8, 2018, three of the four owners of Veritas HHS formed a separate corporation (Kansas Child Support Services LLC) to operate the full-service child support project in Wyandotte County (Kansas City), Kansas, which had been run by Veritas HHS up to that time. The owners took this step to establish a stronger Kansas identity for the Kansas City child support office and to enable its employees to benefit from a separate health insurance pool.

Veritas HHS requested that its contract be assigned to Kansas Child Support Services, which had common owners as Veritas HHS but different ownership shares, and the State of Kansas approved that request. In their dual roles as owners of Kansas Child Support Services, three of the four owners of Veritas HHS directly managed the Kansas City child support office in their alternate roles as owners of Kansas Child Support Services. This project ended in September 2021, therefore the owners officially dissolved Kansas Child Support Services in October 2022.

Veritas HHS does not foresee making any significant organizational changes in the future.





## Section D: Key Staff



## SECTION D: KEY STAFF

### Key Staff & Core Corporate Team Members

*RFP Requirements:*

*Provide a list of staff who will be working on this project and indicate the functions that each will perform.*

*List the percentage of time that your assigned staff/team member will dedicate to this project.*

Veritas HHS designates as key staff those individuals whose management and/or professional responsibilities are critical to the project's success. In this case, key staff are individuals whose actions directly affect the performance of the entire operation and who have a material impact on our project efficiency and effectiveness.

The following are the key staff who meet these criteria for the Union County operation:

- Chrissy Brogdon, Contract Executive
- Latesha Doss, Program Manager
- Barry Howard, Attorney

In addition, although not listed as key, Bob Williams, and Alex Garnes, will continue to add their extensive experience to ensuring the project's success. Amy Martin will contribute her paternity expertise to the project. In *Exhibit D-1*, we list the functions each of these team members will perform and the percentage of time they will dedicate to the project. We provide a complete staffing plan, including a discussion of our key staff and other named team members in *Section C: Project Approach*.

#### Exhibit D-1: Assigned Key and Core Corporate Team Members

Named Team Member	Assigned Functions	% of Time Dedicated to Project
Chrissy Brogdon Chief Operating Officer/Contract Executive	<ul style="list-style-type: none"> <li>• Serves as liaison with Union County for contractual matters</li> <li>• Oversees transition activities</li> <li>• Supervises program manager</li> <li>• Ensures compliance with contract requirements</li> <li>• Develops and monitors strategies for continuous improvement</li> <li>• Participates in monthly State CQI meetings</li> <li>• Participates in monthly Veritas HHS performance meetings</li> </ul>	Transition: 10% Post Transition: 10%

Named Team Member	Assigned Functions	% of Time Dedicated to Project
Latesha Doss, Program Manager	<ul style="list-style-type: none"> <li>• Works with the contract executive, providing leadership, vision, and strategic direction</li> <li>• Serves as primary liaison with Union County for day-to-day operations</li> <li>• Maintains positive office culture, based on corporate mission and values</li> <li>• Directs day-to-day operations</li> <li>• Directly supervises the attorney, office manager and court specialist, seven case managers, and the resource coordinator</li> <li>• Collaborates with other NC program managers in oversight of Veritas HHS' NC Contact Center</li> <li>• Plays lead role in hiring staff and personnel decisions</li> <li>• Develops and maintains <i>Operational Plan</i></li> <li>• Develops procedures, processes, and methods to manage the child support caseload</li> <li>• Assesses operational efficiency and effectiveness and implements process improvement activities, as needed</li> <li>• Analyzes performance and evaluates and manages evaluation process for all staff</li> <li>• Conducts outreach to community agencies regarding child support services</li> <li>• Provides on-site training in collaboration with director of staff development</li> <li>• Produces and provides status reports and other operational reports to Union County</li> </ul>	100%
Barry Howard Attorney	<ul style="list-style-type: none"> <li>• Prepares and presents cases in court</li> <li>• Reviews consent agreements and other legal documents</li> <li>• Works with program to manage office workflow and coordination between attorney and case managers</li> <li>• Establishes relationships with local judiciary and clerks of court and works to ensure efficient use of court time</li> <li>• Works with case managers to ensure compliance with legal processes and procedures</li> </ul>	100%

Named Team Member	Assigned Functions	% of Time Dedicated to Project
Bob Williams, Chief Executive Officer/Corporate Oversight	<ul style="list-style-type: none"> <li>Monitors performance</li> <li>Ensures adequate corporate resources to support local operations</li> <li>Consults on program operations and improvement strategies</li> <li>Leads monthly performance meetings</li> </ul>	As needed
Alex Garnes, Chief Information Officer, It/Analytics Manager	<ul style="list-style-type: none"> <li>Manages IT implementation</li> <li>Manages imaging and macros deployment</li> <li>Assists with process improvement</li> <li>Manages deployment of sophisticated business analytics</li> <li>Participates in monthly performance meetings</li> </ul>	Transition: 10% Post Transition: As needed
Amy Martin, Senior Vice President	<ul style="list-style-type: none"> <li>Works with contract executive and program manager to establish outreach to local birthing hospitals and prenatal feeder institutions to facilitate the voluntary acknowledgement process</li> </ul>	Transition: 0% Post Transition: 5%

## Staff Changes and Reassignments

*RFP Requirement: Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the County for approval before they begin work.*

Veritas HHS acknowledges that upon award and during the contract period, should we assign different personnel to the project, we must first submit their names and qualifications, including the information listed above, to the County for approval before they begin work.

## Résumés

Following, we provide résumés for our key and our core corporate staff, who will support the project. We have also included resumes for Director of Program Innovation Roberta (Birdie) Mayers, who will serve as implementation manager, and Director of Staff Development Lorraine Caprio. We discuss their project contributions in *Section C*.



## **Key Staff Résumés:**

Christine (Chrissy) Brogdon, Chief Operating Officer

Latesha Doss, Program Manager

Barry Howard, Attorney



## **Christine (Chrissy) Brogdon, MA, PMP**

### **Chief Operating Officer**

#### **Summary**

Chrissy Brogdon has 32 years of experience in child support, human services, and project management. Her child support experience encompasses state program administration, executive management of local operations in 11 states, systems development and implementation, and state-level consulting on program policy and management. She has a long history of serving the Eastern Regional Interstate Child Support Association and the board of the South Carolina Center for Fathers and Families, whose mission is to reduce poverty through father engagement.

#### **Work Experience**

##### **Veritas HHS, Denver, Colorado**

*Chief Operating Officer*

*Executive Vice President*

*Senior Vice President*

**May 2012 – Present**

*March 2022 – Present*

*September 2016 – February 2022*

*May 2012 – September 2016*

Chrissy provides executive oversight for Veritas HHS' child support operations in Maryland, North Carolina, and Tennessee. She oversees the operational planning, performance management, and business process improvement activities in all offices.

Specifically in North Carolina, She provided executive oversight in the implementation of the centralized customer contact center that serves all of Veritas HHS' North Carolina child support offices. The contact center uses the state-of-the-art TalkDesk software application. Recently, she worked with staff in Wayne County to devise materials and processes to improve outreach to incarcerated parents and she collaborated with the Buncombe County staff and County partners to promote child support services through the County's social media and radio outlets.

Chrissy established procedures for the role of the resource coordinator in our North Carolina and Tennessee operations, and the tool for tracking participation. She also led the review and validation of established document imaging business rules with each North Carolina and Tennessee office to ensure a timely implementation of ongoing and backfile imaging.

She provides executive support for the South Carolina Parenting Opportunity Program (SC POP) and Virginia Paternity Establishment Program (VA PEP). She served as executive leader for a contract providing change management services for the federally certified statewide automated child support system for South Carolina. She also provided oversight for a contract to manage the implementation of the State Disbursement Unit and for a separate contract to provide a certification manager for the system.



From 2013 until October 2021, she managed Veritas HHS' child support operations in Kansas. As president of Kansas Child Support Services, LLC, she also oversaw the Kansas City Office of Child Support Services, that Veritas HHS formerly managed.

Chrissy also served as co-leader of business process reviews for the:

- Kansas child support program
- Vermont child support program
- Arizona child support program
- Pueblo County, Colorado, child support program

**Policy Studies Inc., Denver, Colorado**

**1999 – May 2012**

*Principal Consultant*

*2008 – 2012*

Chrissy consulted with PSI's full-service child support offices to identify innovations in processes and systems to improve its service offering. Through the evaluation of existing standard operating procedures, as well as the limitations inherent in the state automated systems, this included operationalizing PSI's case stratification model.

She also led efforts to improve outreach in child support and other projects company wide, which included public education programs for voluntary acknowledgement programs and outreach to employers in new hire reporting programs.

*Client Relationship Executive*

*2006 – 2008*

Chrissy provided client relationship oversight for PSI's child support, in-hospital paternity, and government health operations in Maryland, New Jersey, Ohio, Pennsylvania, Virginia, Washington D.C., and West Virginia. In this capacity, she ensured corporate goals aligned with client goals, addressed performance issues, as needed, monitored operational performance, and collaborated with clients to identify other business needs.

*Vice President, Full-Service Operations*

*2003 – 2006*

In this position, Chrissy provided expert analysis of child support program procedures and operations and oversaw PSI's full-service child support offices in nine states. She served as the contract executive for the PSI-operated, full-service child support offices serving Buncombe, Onslow, and Polk Counties in North Carolina

*Senior Consultant*

*1999 – 2003*

As senior consultant, Chrissy assisted in the successful planning, development, and implementation of a federally certified child support system for the State of Michigan, comprised of data readiness, site readiness, business process impact, and federal review teams and where she supervised a project team of 240 staff. She also served as project manager for the policy and procedures assessment and organizational assessment tasks for PSI's evaluation of Connecticut's child support program



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## **South Carolina Department of Social Services**

### **Child Support Enforcement Division, Columbia, South Carolina**

**1991 – 1999**

*Assistant Director*

*1996 – 1999*

As a state employee, Chrissy administered the division's license revocation, new hire reporting, and program evaluation functions. She designed and implemented an access and visitation program for non-custodial parents, and she planned, implemented, and oversaw a contract for a privately operated child support office that served a four-county area

*Project Administrator, Policy and Procedure Unit*

*1995 – 1996*

Chrissy formulated and implemented policies and procedures for the division, led training efforts, and represented the division for issues at the South Carolina General Assembly.

*Assistant Project Administrator*

*1993 – 1995*

During her tenure, Chrissy formulated and implemented policies and procedures; provided statewide and national training on UIFSA; revised South Carolina's child support guidelines, and co-drafted the child support provisions within the 1995 South Carolina Family Independence Act

*Child Support Specialist*

*1991 – 1993*

Chrissy managed a full-service caseload.

## **Education**

M.A., history, Clemson University, 1990

B.A., English, Clemson University, 1988

## **Certifications**

Project Management Professional (PMP), May 2009–Present

## **Professional Activities**

Board Member, SC Center for Fathers and Families, 2003–2015

Board Member, Eastern Regional Interstate Child Support Association, 1996–2006;  
past-president





## **Latesha Doss, Program Manager**

### **Summary**

Latesha has 21 years of child support experience, with 19 years in a management/supervisory position. Serving in various positions, she has honed her knowledge of all child support functions, which well positions her to continue overseeing child support services for Union County. Latesha is comfortable working with members in the legal field, including judges, court-appointed and private attorneys, clerks of the court, and law enforcement. She has exceptional communication skills, with a proven ability to build relationships, while creating an environment of trust in the community and with child support customers. She works well and interacts effectively with diverse individuals, while fostering meaningful professional relationships. She has built a strong relationship with Union County staff and has built a strong reputation for responsiveness and willingness to collaborate. Under her leadership, our Union County team has performed well, moving the County up in the all-county composite rankings from 87<sup>th</sup> to 40<sup>th</sup>.

### **Work Experience**

#### **Veritas HHS, Denver, Colorado**

**June 2019 – Present**

*Program Manager, Monroe, North Carolina*

Latesha oversees the day-to-day operations of Veritas HHS' full-service child support operation in Monroe, North Carolina. She directly supervises 10 staff (attorney, office manager/court specialist, resource coordinator/early intervention specialist, and seven case managers) and indirectly oversees three others (receptionist/administrative assistant and two customer service representatives). She:

- Works with the contract executive to provide leadership, vision, and strategic direction to the project team
- Maintains a positive office culture, based on Veritas HHS' corporate mission and values
- Plays a lead role in hiring staff and personnel decisions
- Provides one-on-one training and coaching, ensuring team members have the skills needed to be successful in their child support roles
- Serves as primary liaison with the Union County Department of Human Services for day-to-day operations
- Builds positive relationships with Union County staff, the judiciary, attorneys, and community-based social service providers
- In conjunction with Veritas HHS' executives, develops performance goals that meet or exceed contract requirements

- Develops and maintains the office's yearly *Operational Plan*, assessing the office's progress toward meeting goals and implementing course corrections if performance declines
- Produces status and operational reports
- Develops procedures, processes, and methods to manage child support cases in a manner that meets federal and State timelines, which is consistent with project goals
- Conducts outreach to community agencies regarding child support services
- Maintains the office's *Disaster Recovery/Business Continuity Plan*

**Cleveland County, Shelby, North Carolina**  
*Child Support Agent II*

**March 2017 – April 2018**

In her child support agent II role, Latesha's responsibilities included locating non-custodial parents, enforcing medical and financial orders, and modifying existing orders. She conducted in-depth investigations and prepared the legal documents required for court hearings.

**Colorado Department of Human Services, Denver, Colorado**  
*Program Manager, Policy & Evaluation Unit*

**October 2013 – June 2016**

Latesha supervised 10 staff, helping to ensure policy was disseminated and consistently applied across Colorado's Child Support Program.

She provided performance monitoring and evaluation for Colorado's 64 child support county programs. She also: 1) developed and implemented annual performance plans for the counties; 2) served as liaison to internal and external auditors for compliance and performance issues at the federal, state, and county level; 3) worked with county staffs to develop and implement corrective action plans; and 4) collaborated with federal, state, and county staff, and other stakeholders to identify best practices and redefine processes to consistently attain performance outcomes. Her responsibilities also included compiling performance statistics and compliance data and analyzing the results. To ensure staff had the skills needed to ensure performance, she developed and delivered multi-level training.

Latesha managed complaints and inquiries received from the public, the Governor's office, and state and federal legislators. Latesha and/or her staff contacted customers, researched issues, and drafted responses for department heads, the Governor, and legislators. They also responded directly to customers' concerns.

She also conducted, reviewed, and approved state-level administrative review appeals of automated enforcement arrears balances and assisted the Attorney General's office with judicial appeals.

**YoungWilliams, Ridgeland, Mississippi**

**January 2011 – October 2013**

*Supervisor, Enforcement and Parent Opportunity Program (POP)*

*Colorado Springs, Colorado*

Latesha managed the day-to-day operations of a 16-member enforcement team and two POP case managers. Her supervisory duties included monitoring case actions taken and, when needed, developing and monitoring performance improvement plans.

As part of POP, she developed and managed a partnership between the District Court, the child support enforcement office, and community partners to employ noncustodial parents.

Latesha and her staff developed treatment plans for POP participants. This included initial assessment of barriers to compliance with child support orders, high-touch action plans to address each barrier, and compliance monitoring for 90 days from plan completion.

She assisted with developing standard operating procedures

**Policy Studies Inc. Denver, Colorado**

**January 2001 – December 2010**

*Various Positions, Colorado Springs, Colorado*

During her PSI tenure, Latesha served in various capacities from customer service representative, lead case manager (enforcement), supervisor (intake/establishment, enforcement, and intergovernmental) before being promoted to trainer. She reorganized job roles and responsibilities for five different teams, creating synergy and efficiency.

Her training duties included, but were not limited to, developing training modules and handouts and training new and tenured staff on policy and procedures. She monitored and assessed participant progress throughout the learning process.

She carried an enforcement caseload and served as a lead, providing casework guidance to other staff. She also oversaw the investigation, evaluation, and resolution of customer complaints resulting in 98 percent favorable annual customer service rating.

As supervisor, Latesha's responsibilities included: 1) setting team performance goals; 2) monitoring and evaluating performance; and 3) providing feedback and coaching for staff based on their performance. To ensure accuracy of case actions taken, she conducted monthly quality assurance reviews.

**Education**

B.S., business administration, Regis University, May 2019

AAS, business administration, Pikes Peak Community College

**Professional Activities**

National Child Support Engagement Association, Member

Eastern Regional Interstate Child Support Association, Member

North Carolina Child Support Council, Member



**Barry R. Howard, Esq.**  
**Attorney**

### **Summary**

Barry has been serving Union County's children and families for a year and a half. While his tenure with Veritas HHS is short, he is proving to be a vital team member. He assists the program manager with casework coordination and is responsible for taking all child support legal actions. He provides guidance to case managers as the sole office attorney.

### **Work Experience**

**Veritas HHS, Denver, Colorado**

**November 2022 – Present**

*Attorney, Union County Child Support Services  
Monroe, North Carolina*

Barry provides child support legal services for Veritas HHS' Union County Child Support Services project and serves as part of the local management team. He represents the interests of the State in judicial hearings for establishment, enforcement, and modification. He collaborates with other team members, providing legal guidance to ensure case actions are legally sufficient and meet procedural standards and required timeframes. In additions, he reviews consent orders and legal pleadings, and provides legal advice and counsel on establishment and enforcement actions, helping to ensure Veritas HHS meets all contract requirements. He works to develop positive working relationships with members of the local judiciary, court, and community and efficient use of court time..

**Law Office of Barry R. Howard, PA**

**September 2016 – Present**

*Attorney, 21<sup>st</sup> Judicial District*

Barry provides estate planning and administration services to his clients.

**Goodwin & Howard, P.A., Matthes, North Carolina**

**October 2011 – September 2016**

*Administrative Partner*

Barry was responsible for handling the majority of the firm's estate planning and administration. He also oversaw billing and maintained the company's books (operating and trust accounts).

**Synergy Legal Professionals/Huron Legal Consulting/  
DiscoverReady, Charlotte, North Carolina**

**October 2011 – September 2012**

*Contractor*

During his tenure, Barry completed short document review projects, using Amici and similar programs. He also reviewed emails, databases, manuals, and various other documents to determine responsiveness to discovery requests.

**Union County District Court  
Monroe, North Carolina**

**May 2010 – July 2010**

*Summer Externship with Family Court Administrator*

Barry assisted the court administrator with research projects involving driving while under the influence and drug convictions. He developed an order bank for the District County judges' use and also developed an instruction packet for *Pro Se* litigants use in family court. His learning experience included extensive observations of mediations, family court, small claims court, criminal court, drug treatment court and jury trials.

**Goodwin & Hinson, P.A.  
Indian Trail, North Carolina**

**May 2009 – July 2009**

*Summer Externship with Family Court Administrator*

During this externship, Barry assisted one of the firm's partners with legal research regarding potential toxic mold infestation and North Carolina Department of Motor Vehicle license issues.

**Education**

J.D., Charlotte School of Law, 2011

M.M.E., University of South Carolina, 1994

B.M.E., Wingate University, 1989

**Professional Memberships/Activities**

North Carolina Bar Association

Union County Bar Association



## **Corporate Support Team Résumés:**

Robert G. Williams, Chief Executive Officer

Alex Garnes, Chief Information Officer

Amy Martin, Senior Vice President

Roberta (Birdie) Mayers,  
Director of Program Innovation

Lorraine Caprio,  
Director of Staff Development



**Robert G. Williams, Ph.D.**  
**Chief Executive Officer**

### Summary

Robert G. (Bob) Williams is a national expert in child support enforcement. He brings a unique perspective, which is drawn from: 1) operating contracted child support agencies in 12 states; 2) developing and directing voluntary paternity acknowledgment programs in two states (Massachusetts and New Jersey) and overseeing them in six more; 3) developing and overseeing new hire reporting programs in 19 states; 4) overseeing TANF and one-stop workforce programs in five states; 5) directing research and demonstration projects leading to the development of new child support policies and practices; and 6) directing or overseeing management and business process re-engineering studies for child support agencies in 11 states: California (Butte, Los Angeles, San Bernardino, and Yuba Counties), Colorado (Pueblo County), Connecticut, Illinois (Cook County), Kansas, Kentucky, Montana, Nebraska, North Carolina, West Virginia, and Wyoming.

Bob has been a leader in developing child support policies in such areas as child support guidelines, voluntary paternity establishment, interstate case processing, review and modification of child support orders, medical support, and TANF distribution. He developed the Income Shares model for child support guidelines, which 43 states use. He authored a seminal national report on child support formulas for the U.S. Department of Health and Human Services, authored or co-authored numerous articles about child support policies in professional journals, provided testimony before legislative committees in 11 states, and testified six times before Congressional committees.

### Work Experience

**Veritas HHS, Denver, Colorado**  
*Chief Executive Officer*

**January 2012 – Present**

Bob is founder and chief executive officer of Veritas HHS, a health and human services operations and consulting firm. He currently provides executive oversight for Veritas HHS' full-service child support operations in Maryland, North Carolina, and Tennessee. He leads monthly performance reviews and performs on-site consultations with leadership of each project. Bob also provides active executive oversight for Veritas HHS' voluntary paternity acknowledgment contracts in South Carolina and Virginia.



Bob was previously Veritas HHS' executive leader for the Vermont Behavioral Interventions in Child Support (BICS) Project, a national demonstration project to test ways of encouraging positive engagement of non-custodial parents, custodial parents, and employers in the child support program.

From 2013 until October 2021, Bob also provided executive oversight for Veritas HHS' child support operations in Kansas. This included Veritas HHS' establishment and financial case management contract in Wichita, and a full-service contract for Kansas City. From October 2018 through September 2021, he provided oversight for the Kansas City office through a sister company, Kansas Child Support Services, LLC.

From 2012 through 2018, with Chrissy Brogdon, he co-led business process reengineering and management assessments of child support programs for Kansas, Vermont, and Pueblo County, Colorado. He has also participated in an assessment of Arizona's centralized enforcement units, its income withholding process, and its local staffing allocations to improve enforcement effectiveness in that state's child support program.

Bob serves as a member of the National Child Support Enforcement Association's Policy and Government Relations Committee. He has authored White Papers on national policies for medical support and TANF recoupment. He has also helped lead the development of a comprehensive legislative package to modernize the child support program to be submitted to Congress.

**Policy Studies Inc., Denver, Colorado**

*Founder, Chief Executive Officer, Chairman of the Board*

*Executive Chairman*

*Board Member/Consultant*

**May 1984 – April 2012**

*May 1984 –April 2006*

*May 2006 –December 2008*

*January 2009–April 2012*

Bob founded Policy Studies Inc. in 1984 as a public policy research and consulting firm for health, human services, and justice agencies. Under his direction, PSI evolved from modest beginnings to become a premier provider of operations, technology, and consulting services for health and human services agencies nationwide.

When his tenure as CEO ended 22 years after start-up, PSI had 1,900 employees, operations in 27 states, and administered:

- 27 child support enforcement offices in 8 states, including Baltimore City, Maryland, Knoxville and Nashville, Tennessee, El Paso County (Colorado Springs), Colorado, and five judicial districts in Wyoming
- 5 one-stop workforce agencies in Arkansas, Florida, and Texas, in addition to welfare-to-work programs in Arkansas, Nebraska, and Wisconsin

- State Children's Health Insurance Programs (SCHIPs) for Florida and Georgia, providing health insurance coverage to almost 500,000 children
- Employer new-hire reporting programs for 19 states
- Voluntary paternity acknowledgment programs for 5 states

PSI also provided consulting, research, and technology services for human services, health, and justice agencies at the federal level, in all 50 states, and for numerous localities.

**National Institute for Socioeconomic Research**

**February 1982 – April 1984**

*Director of Administration*

**Mathematica Policy Research**

**July 1972 – March 1981**

*Vice President*

*January 1978 – March 1981*

*Project Manager*

*July 1972 – December 1977*

**State of New Jersey, Office of the Governor**

**July 1969 – June 1971**

*Executive Director, Governor's Task Force on Welfare Management*

**Education**

Ph.D., public policy, Princeton University School of Public and International Affairs, 1974

M.P.A., urban affairs and domestic policies, Princeton University School of Public and International Affairs, 1969

B.A., political science, University of Illinois, Chicago, 1967



## **Alex S. Garnes, Chief Information Officer**

### **Summary**

Alex Garnes brings unique experience and capabilities in the application of data to performance improvements in child support enforcement and other human services programs. With over 26 years of experience (20 years in child support), he is an expert in the practical application of predictive modeling, business intelligence, and performance analysis to achieve measurable effectiveness and efficiency gains in actual program operations.

### **Work Experience**

#### **Veritas HHS, Denver, Colorado**

*Chief Information Officer*

*Senior Vice President*

*Vice President*

**May 2012 – Present**

*March 2022 – Present*

*October 2016 – February 2022*

*May 2012 – September 2016*

Alex leads business intelligence efforts at Veritas HHS and spearheads all internal and external technical solutions for our full-service child support operations in Maryland, North Carolina, and Tennessee. He also led these efforts in Veritas HHS' recently completed Kansas projects. Alex has focused on developing productivity tools for front-line staff, such as macros and SharePoint lists that augment state case management tools. These tools enhance the case manager's ability to provide focused attention to cases.

In his role overseeing IT at Veritas HHS, Alex manages the SOC audits required in two of our contracts. He uses the findings during these audits to improve the overall security stance for all of Veritas HHS' projects.

Starting in 2015, Alex developed several macros for case management automation for the Buncombe County child support office. These macros create efficiencies for case managers' routine but tedious tasks, including creating court preparation documents and updating ACTS screens. He has since implemented these macros in Union, Burke, and Wayne Counties. Alex has managed the conversion of county imaging systems to Veritas HHS' solution Vasion for Buncombe and Wayne counties and has overseen the conversion from paper case files to electronic for Union and Burke Counties. In 2022, Alex implemented a predictive modeling pilot in Burke County that showed a positive impact on case management actions that has since been implemented for all Burke enforcement case managers.

Starting in 2016, Alex began supporting Veritas HHS' projects in Tennessee's 21<sup>st</sup> and 29<sup>th</sup> Judicial Districts (JDs), and he has continued that support with contracts for the 6<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, and 20<sup>th</sup> JDs and the relocation of the TN 21<sup>st</sup> Franklin office. Alex manages IT support for all the offices and serves as liaison with the State's IT department. In this role, he supports and maintains the imaging solution, Vasion, along with other case productivity tools, such as the

SharePoint case-list augmentation tools. Alex also oversaw the successful 2020 outreach project run in the 29<sup>th</sup> JD that targeted recent orders with personalized communications.

In early 2021, Alex began a predictive analytics project for the Veritas HHS' Baltimore City child support office. This effort builds on several years of experience developing predictive analytics models at a prior employer. This pilot showed statistically significant and, more importantly, relevant improvement in the outcomes for targeted cases.

In 2020 Alex oversaw the effort to expand case manager dashboards to all case managers, starting with Veritas HHS' Tennessee's 29<sup>th</sup> JD project and then expanded to all Tennessee projects Veritas HHS operates.

In 2014–2016, Alex supported the Arizona Division of Child Support Services in developing their business intelligence program, including creating performance dashboards for executives and staff. Starting in 2014; and until contract end, he supported the federal OCSE grant in Vermont studying behavioral interventions.

In 2013, he led the development of management dashboards and performance reports for the Kansas child support program under a contract with the Department for Children and Families. He also served as senior analyst for an assessment of the potential for improved business intelligence and business analytics for the Colorado Department of Human Services.

**Policy Studies Inc., Denver, Colorado**

**2004 – May 2012**

*Director of Business Intelligence*

*2006 – May 2012*

Alex built the predictive analytics program and provided statistical analysis and guidance throughout the company, including data mining and operational intelligence presentation efforts. In Baltimore City, Maryland, this had an immediate impact on worker productivity, increasing key enforcement actions four-fold. He also led the first successful pilot of a predictive model at PSI in Colorado Springs, Colorado, directly increasing revenue in child support operations. For Onslow County, North Carolina, Alex teamed with Chrissy Brogdon in defining process improvements and worker-level dashboards that increased enforcement actions by 14 percent and earned the office a statewide award for service excellence from the North Carolina Child Support Council. For Tennessee, Alex led the team that implemented a document management solution in all PSI-operated judicial districts including. In 2010, he led the implementation of a caseload stratification project for all Tennessee JDs operated by PSI.

*Manager of Operational Performance*

*2004 – 2006*

Alex led corporate analysts in executing process improvement activities within PSI's outsourced operations, with a focus on fact-based decision support and process improvements, improving performance on contractual measures, and decreasing operational costs.

*Senior Operations Analyst*

2004

Alex provided corporate support to align business and technology concerns to maximize operational improvements.

**Logistics Management Institute, Washington D.C.**

**2001–2004**

*Research Fellow*

Alex supported federal agency projects with clients at the Secretary level, including the General Services Administration (GSA), the Department of Defense, and the State Department. Main areas of work included balanced score cards, cost-benefit analyses, creating and implementing a performance incentive plan, and quantitative analysis.

**American Red Cross, Rosslyn, Virginia**

**1999–2001**

*Senior Research Analyst*

Alex held responsibility for researching and communicating quantitative results that covered all aspects of biomedical services in the Decision Support Organization. He designed and executed statistical tests, including hypothesis, sampling, testing process, and analysis.

**Office of Management and Budget, Washington D.C.**

**1997–1999**

*Budget Specialist*

Alex served as the point person within the executive office for tracking appropriations legislation for the Department of Defense and the Interior Department. He authored the executive response to these bills and coordinated the approval process prior to release.

**Education**

M.S., public policy analysis, University of Rochester, 1997

B.A., English and political science, University of North Carolina at Chapel Hill, 1993



## **Amy Martin, Senior Vice President**

### **Summary**

Amy Martin is an accomplished family-focused human services executive. She has more than 30 years of local, national, and international strategic experience developing, directing, and managing publicly funded programs that strive to improve the quality of life for children and families. Amy's experience spans a variety of health and human service programs, including child support, temporary assistance for needy families (TANF), child welfare, and health programs. Twenty-four of her 30 years of experience has been in the child support arena. She has served in a variety of roles, applying strategies to improve performance, program outcomes, outreach initiatives, program evaluation, strategic planning, and client relations.

### **Work Experience**

#### **Veritas HHS, Denver, Colorado**

*Senior Vice President*

*Vice President*

**February 2017 – Present**

*March 2022 – Present*

*February 2017 – February 2022*

Amy serves as corporate contract executive for six Veritas HHS' contracts, where she:

- Oversees Veritas HHS' full-service child support offices in Athens, Cleveland, Chattanooga, Dyersburg, Franklin, and Hohenwald, and Knoxville, Tennessee (five contracts)
- Provides leadership and strategic direction on statewide voluntary paternity acknowledgment programs in South Carolina and Virginia
- For contracts under her responsibility:
  - Provides guidance for operational, budgetary, training, staff-development, personnel, and performance enhancement matters.
  - Oversees operational planning and staff performance planning and assessment
  - Ensures Veritas HHS achieves all contract and performance requirements

She also:

- Ensures company solutions address clients' goals, policy requirements, and vision
- For new contract implementations, assists with facility selection, planning, and layout, including furniture purchases
- Implements outreach initiatives to birthing hospitals in geographic areas where Veritas HHS operates full-service child support projects

- Completes special projects as a member of leadership team

**Grays Peak Strategies, Denver, Colorado**

**April 2016 – February 2017**

*Senior Partner*

In her role as senior partner, Amy provided direct consulting work, focusing on innovation, program performance, and leadership in the Child Support Program.

**MAXIMUS Inc., Reston, Virginia**

**May 2012 – January 2016**

*Vice President, Child Support Human Services*

Amy supported the development and delivery of market solutions and operating results for all child support programs, including full-service case management, call centers, new hire reporting, paternity outreach, and national medical support notice. In addition, she:

- Consulted with Maximus's full-service outsourced child support offices (MD, TN, VA) to identify innovations in processes and systems to improve program outcomes
- Provided leadership as a member of the practice leadership team, which included ensuring the company met customer needs, policy requirements, and federal initiatives

**Policy Studies Inc. (PSI), Denver, Colorado**

**September 1999 – May 2012**

**(Company Acquired by Maximus in May 2012)**

*Client Relationship Executive*

*9/2006 – 5/2012*

As PSI moved from a line-of-business oriented model to a cross-business, geographic model, Amy provided client relationship oversight for PSI's child support, TANF, and government health operations in Arizona, Arkansas, Colorado, Idaho, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, New Mexico, Texas, and Wisconsin. She ensured corporate initiatives aligned with contract goals, monitored operational performance, addressed performance issues, as needed, and collaborated with clients.

*Vice President, Voluntary Paternity Programs*

*6/2002 – 9/2006*

Amy has extensive national paternity establishment experience. She played a key role in the start-up and/or program operations and oversight to increase federal paternity measures for nine outsourced voluntary paternity acknowledgment programs (AZ, DC, GA, KY, LA, NJ, OH, SC, VA). She also:

- Consulted on an additional seven states' programs (CO, DE, HI, MD, MN, TN, WY), offering a variety of services from program review, performance analysis, outreach, training, materials development, and federal grant support



- Developed and oversaw all program aspects, including assessment, data analysis, quality assurance, training, performance monitoring, outreach, materials development, and paternity document processing

*Regional Manager, New Hire Services*

*2/2001 – 6/2002*

During her tenure as regional manager, Amy:

- Oversaw six new hire reporting programs, which required employers to submit newly hired employee data to designated agency to identify persons owing child support or those defrauding welfare, unemployment insurance, or workers' compensation programs
- Diligently assessed program effectiveness to explore areas for improvement and ensure compliance with performance standards and program criteria
- Developed an employer compliance pilot in partnership with the State of Arizona to analyze and encourage employer participation

*Education and Outreach Director, Arizona Paternity Program*

*9/1999 – 2/2001*

- Formulated strategic plan to educate professionals who worked with expectant mothers, unwed parents, and families about laws, benefits, and options for paternity establishment
- Developed program policy and training material used to educate hospital, OBGYN, fatherhood groups, faith-based organizations and social service entity staffs that interacted with pregnant women or young families
- Evaluated hospital paternity establishment performance data and assisted hospitals with improvement plans

## Education

M.S.W., public policy, program planning, and administration, School of Social Work, Arizona State University

B.S.W., School of Social Work, Arizona State University

## Professional Activities

Board Member, Eastern Regional Child Support Enforcement Association, 2016-2022;  
Current Member

Member, National Child Support Enforcement Association, 2000-Present

Member, Western Interstate Child Support Enforcement Council, 2001-Present



**Roberta Mayers, PMP**  
**Director of Program Innovation**

**Summary**

Roberta has 39 years of experience in child support, human services, and project management, 31 of those in the public sector, including 11 in child support. Her child support experience encompasses program administration of the Behavioral Interventions in Child Support federal grant, executive management of local operations in Vermont, systems replacement project oversight, and behavioral economics and procedural justice consulting, training, and implementation assistance in five states.

Roberta has many years of experience in Vermont's TANF and Emergency Assistance programs focused on emergency housing services and case management supervision and consultation, including specialized training in domestic violence and trauma-informed services. In addition to Roberta's programmatic experience, she has over 10 years' experience in project management and has been a certified project manager since July 2017. Roberta managed the Veritas HHS' telephony assessment and implementation of MS TEAMS and Talkdesk Contact Center software in Veritas HHS' North Carolina and Tennessee offices. As the Veritas HHS Implementation manager, Roberta has successfully managed the implementation of six full-service offices, with the most recent being Nashville, Tennessee.

**Work Experience**

**Veritas HHS, Denver, Colorado**

**February 2020 – Present**

*Director of Program Innovation, Edisto Island, SC*

Roberta provides corporate support to Veritas HHS' operations and corporate-wide needs. She:

- Serves as project manager for implementations and facility changes
- Provides expertise and development of behaviorally informed material, including the Parent Assistance program inserts and brochures
- Developed and delivers specialized training across sites, including the integration of motivational interviewing techniques in Veritas HHS's training curriculum.
- Assists with process improvement initiatives, including progressive compliance and resolution conference approach in establishment and enforcement.
- Leads corporate Analytics Steering Committee and the Supportive Services quarterly meeting



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**Veritas HHS, Waterbury, Vermont****March 2015 – January 2020***Project Director, Vermont Behavioral Interventions in  
Child Support (BICS) Grant*

Roberta managed all project activities and reporting, including procedural processes and budget analysis and submission. She collaborated with the Technical Assistance and Evaluation (TAE) team and the federal Office of Child Support Enforcement to diagnose, design, implement, and refine behaviorally informed interventions. She developed behaviorally informed letters, forms, and scripts for customer and staff communications. In addition, she planned and managed communication with project decision-makers, including the state's IV-D director. She developed and presented training and presentations to staff and other partners on procedural justice and behavioral economics concepts. She managed quality assurance and addressed any concerns related to administrative data collection and review.

**Department for Children and Families****Office of Child Support, Waterbury, Vermont****February 2012 – February 2015***Child Support Administrator*

During her tenure as child support administrator, Roberta provided executive oversight of two regional child support offices, the State Disbursement Unit, and the File Maintenance Unit, including human resource and performance management. She developed Request for Proposals, evaluated proposal submissions, and completed contract negotiations, development, and oversight. She was a member of the Management, Strategic Plan, Process Management, Workforce, and Merit teams within child support.

**Department for Children and Families****August 2009 – February 2012****Economic Services Division, Waterbury, Vermont***Economic Services Administrative Executive*

As administrative executive, Roberta provided oversight for the administrative functions within the Economic Services Division, which included purchasing, space management, grants and contracts, and budget management. She was instrumental in the creation and development of the Vermont Rental Subsidy program. She also acted as the program director for the General and Emergency Assistance Program within Economic Services.

**Department for Children and Families****November 2005 – August 2009****Economic Services Division, Barre, Vermont***Team Leader*

In her team leader role, Roberta provided case management supervision to Reach Up case managers and supervised both case managers and eligibility functions. She developed strategies to improve performance measures. She responded to customer complaints and fair hearing requests and worked with parents to resolve TANF sanctions.



**Department for Children and Families**  
**Economic Services Division, Waterbury, Vermont**  
*Community Services Grants Manager*

**September 1998 – November 2005**

As grants manager, Roberta developed, implemented, coordinated, and monitored statewide community-based service systems, consulted with district managers regarding implementation of programs, and provided conflict negotiation with service providers. She coordinated services with other state agencies and divisions, such as the Department of Employment and Training, Vocational Rehabilitation, and Child Welfare and Youth Justice.

### **Education**

Associates Degree, business management, Champlain College, 1999

### **Certifications**

Project Management Professional, July 2017 – Present

### **Professional Activities**

National Child Support Enforcement Association, Member, 2019 – Present

AHS Leadership Development Program, October 2012

Vermont Victims Assistance Academy, May 2009

SUNY Case Management Training, May 2006

Vermont Public Managers Program, May 2002



**Lorraine Caprio**  
**Director of Staff Development**

**Summary**

As director of staff development, Lorraine leads the development and evaluation of all staff education for the company. She also delivers selected training courses. Earlier, she was assigned to our South Carolina Change Management Project, which prepared public sector child support staff and court clerks for the implementation of an automated statewide child support system. Lorraine is an analyst, certified project manager, and trainer with 27 years of overall training experience in child support, social services and education in county and state government and the private sector — with 13 of those 27 years spent developing and presenting child support training. In addition to Lorraine's training experience, she also has experience in management, community relations, consulting, public relations, sensitive negotiations, organizational structure, and project management. She holds a law degree from the University of California, Davis.

**Work Experience**

**Veritas HHS, Denver, Colorado**

*Director of Staff Development, Columbia, South Carolina*

**September 2016 – Present**

*July 2020 – Present*

Lorraine manages the Veritas HHS' training program, assisting local staff with training needs assessment and delivery activities. In this capacity, she:

- Designs training modules, handouts, and other instructional materials
- Coordinates and/or conducts in-person and computer-based trainings (Recent examples include Review and Adjustments — Modifications, Effective Communication Skills (Union County), TEAMS training, OnTask e-signatures for Veritas HHS' Tennessee 10<sup>th</sup> Judicial District operations, and Document Imaging for Veritas HHS' North Carolina and Tennessee operations.)
- Works with on-site trainers and/or attorneys to develop new curriculum; trains on-site trainers on course content and training delivery techniques, ensuring courses are delivered timely
- Assists with new project implementation training, including drafting and maintaining transition training plans, scheduling, and coordinating training delivery, as well as delivering training
- Develops and documents standard operating procedures and required steps (both system and operational) to complete business processes — most recently to implement

new telephone software (Talkdesk) for customer service representatives [Other examples include virtual conferencing and e-signatures in Veritas HHS' 10<sup>th</sup> Judicial District (Tennessee) and Baltimore City, Maryland, operations; customer service inquiries for Veritas HHS' North Carolina and 11<sup>th</sup> Judicial District (Tennessee) operations; and document imaging for Veritas HHS' operations in North Carolina and Tennessee.

- Manages the process to obtain Continuing Legal Education (CLE) credit for Veritas HHS' North Carolina attorneys
- Coordinates, sets-up, administers, and provides end-user training for the TLO, Vasion (document imaging), and OnTask (e-signature) processes for Veritas HHS

*Senior Consultant for the South Carolina Department of Social Services'*

*Child Support Services Division (SCDSS CSSD)*

*System Implementation, Columbia, South Carolina*

*September 2016 – September 2020*

Lorraine provided organizational change management expertise for the project. She documented As-Is business processes and To-Be processes; developed standard operating procedures; and developed and delivered business process training for the Department of Social Services' Child Support Services Division (SCDSS CSSD) and Veritas HHS staff. From statewide rollout (September 2019 through September 2020), she performed organizational change management activities that continued with post-implementation enhancements and process refinement. Lorraine also assisted with business processing reengineering, including assessing and revising processes related to employment services and employer compliance.

**South Carolina Department of Health and  
Human Services, Columbia, South Carolina**

*Change Control Manager/Business Analyst*

*Training Manager*

**May 2013 – September 2016**

*December 2015 – September 2016*

*May 2013 – November 2015*

Lorraine managed the change management control process. She monitored system changes, provided monthly statistics and reports, and wrote release notes and newsletter articles. As the training manager, she managed a training program, including a practice environment for the new Medicaid Eligibility (Curam) system.

**South Carolina Office of the Budget and Control Board,  
Columbia, South Carolina**

*Program Manager*

**January 2009 – June 2012**

Lorraine managed a training program and team, training over 15,000 state employees.

**CGI, Rancho Cordova, California**  
*Senior Consultant*

**January 2006 – January 2009**

Lorraine was a change management liaison. She was assigned to local county child support agencies to facilitate their conversion to a new statewide child support system (CCSAS — California Child Support Automation System). She provided guidance and subject-matter expertise to local child support agencies to help them identify, manage, and resolve significant differences to their current business processes, as needed, for their conversion to CCSAS. She helped develop key system instructional materials.

**South Carolina Department of Education,  
Columbia, South Carolina**  
*Education Associate*

**April 2007 – July 2007**

Lorraine served as a special education complaint investigator.

**Yolo County ,Department of Child Support Services,  
Woodland, California**

**July 2001 – January 2006**

*Departmental Analyst/Training Manager/Change Management Lead*

Lorraine conducted business process analysis and managed orientation and outreach activities relating to a new child support system. She developed an agency training plan, training curriculum, training modules, and instructional materials for all functional child support areas. She delivered agency-wide training. She analyzed and developed processes for new/modified system implementations and conducted case compliance and data reliability reviews.

**Yolo County Department of Employment and Social Services  
Woodland, California**

**1994 – 2000**

*Departmental Analyst/Income Maintenance and Systems Division*

*1999 – 2001*

*Public Assistance Supervisor*

*1996 – 1999*

*Public Assistance Specialist I/II/III*

*1994 to 1996*

Lorraine helped prepare the agency for a technology implementation for public assistance benefits. Lorraine supervised the work of 12 Public Assistance and Medicaid eligibility staff. Lorraine processed public assistance applications and cases and acted as a team lead.

## Education

J.D., University of California, Davis, 1992

B.A., political science/public service; Minor: education, University of California, Davis, 1989

## Certifications

Project Management Professional (PMP), 2019–Present





## **Section E: Subcontracting**

## SECTION E: SUBCONTRACTING

***RFP Requirement:*** This section should identify any of the required services that you intend to subcontract, if any, providing the following information:

- a. Reason for subcontracting*
- b. Proposed subcontractor responsibilities.*
- c. Name of the subcontractor and location.*

All staff for this project, including the attorney, will be Veritas HHS employees. We will not use subcontractors to provide the required services. In a new contract term, we will continue to procure certain information technology services from our external suppliers. These include IT infrastructure from Creative Planning and imaging software from Vasion. Creative Planning will continue to manage our data, and the data will continue to be hosted on Microsoft Azure facilities. We consider Creative Planning and Vasion to be vendors rather than subcontractors, but we include a summary of their qualifications here because we consider them essential to a successful project.

***IT Supplier — Creative Planning.*** Veritas HHS uses Creative Planning as our IT supplier, which presents significant advantages over in-house IT operations because it provides greater depth of expertise and greater flexibility. Creative Planning is an IT Managed Service Provider (MSP) with locations throughout the Midwest and is our IT supplier for all of our child support offices, as well as for our corporate operations. Creative Planning is a leading provider of strategic information technology solutions for small and mid-sized businesses. Its full-service technology solutions include managed technology services, virtual servers, cloud computing and data center management — all delivered with a consultative approach and supported 24x7x365 by an expert team of engineers.

During the transition, Creative Planning will:

- Validate technology needs
- As part of our equipment refresh, configure and install new equipment

During the contract term, Creative Planning will enlist the aid of other trusted vendors, as needed, and will be responsible for desktop security services, local shared drive backup, technical support for our Talkdesk contact center software, and disaster recovery support. Creative Planning will also provide user and laptop support and management, help-desk services, updates and patches, as applicable, as well as monitoring, maintenance and remediation of servers and Veritas HHS network devices. Alex Garnes will continue to oversee their work.

***Imaging Supplier — Vasion.*** Veritas HHS will use Vasion as our imaging and electronic document management solution. In addition to providing the software, Vasion provides premium support through their help desk department and continually improves and enhances their software solution. Software updates are provided to customers who continue with an annual maintenance plan with Vasion, something we do for all of our Vasion applications. The Vasion team brings a wealth of experience in electronic document management, providing solutions in all 50 states with over 3,800 customers. In addition to Veritas HHS, a sample of their clients include the Internal Revenue Service; New York Therapy Placement Services, a human services company that uses Vasion to support their case management needs; United Healthcare, a medical claims processing company; Mercedes Benz; and JP Morgan Chase.



## **Section F: References**

## SECTION F: REFERENCES

*RFP Requirement: List five (5) client references with which you have had contracts currently or within the past three (3) years for this service. Please provide the following for each client:*

- a. Name of Company/Government Entity*
- b. Address*
- c. Project Name*
- d. Contact Name and Title*
- e. Phone Number*
- f. Email Address*
- g. Length of Service*

As the RFP requires, following are Veritas HHS' five references. Four are for current North Carolina projects and one is for our six current Tennessee projects. Tennessee recently awarded Veritas HHS contracts to provide child support services to its 30<sup>th</sup> and 27<sup>th</sup> Judicial Districts. These projects will go live in August 2024 and December 2024, respectively, so are not listed here. For all of the projects listed below, Veritas HHS provides the full range of child support services.

### Reference #1:

Name of Company/ Government Entity:	Buncombe County Department of Health and Human Services
Address:	40 Coxe Avenue, Asheville, NC 28801
Project Name:	Buncombe County Child Support Services
Contact Name and Title:	Phillip Hardin, Economic Services Director
Phone Number:	(828) 250-5592
Email Address:	Phillip.Hardin@buncombecounty.org
Length of Service:	July 1, 2015 – June 30, 2025

### Reference #2:

Name of Company/ Government Entity:	Burke County Department of Social Services
Address:	700 E Parker Road Morganton, NC 28655
Project Name:	Burke County Child Support Services
Contact Name and Title:	Amanda Grady, Economic Services Program Administrator
Phone Number:	(828) 764-9644
Email Address:	amanda.grady@burkenc.org
Length of Service:	February 1, 2020 – January 31, 2025

**Reference #3:**

Name of Company/  
Government Entity: Transylvania County Department of Social Services

Address: 106 East Morgan Street, Suite 101  
Brevard, NC 28712

Project Name: Transylvania County Child Support Services

Contact Name and Title: Amanda Vanderoef, Director

Phone Number: (828) 884-1641

Email Address: amanda.vanderoef@transylvaniacounty.org

Length of Service: November 1, 2021 – October 31, 2024

**Reference #4:**

Name of Company/  
Government Entity: Wayne County Department of Social Services

Address: 301 N. Herman St  
Goldsboro, NC 27530

Project Name: Wayne County Child Support Services

Contact Name and Title: Kim McGuire, Director

Phone Number: (919) 580-4034

Email Address: kimberly.mcguire@waynegov.com

Length of Service: March 1, 2022 – June 30, 2025

**Reference #5:**

Name of Company/  
Government Entity: Tennessee Department of Human Services

Address: 505 Deaderick Street  
Nashville, TN 37243-1403

Project Name: Child Support Services of Tennessee

Contact Name and Title: Patti Wood, Director of Operations  
Child Support Field Services and Family Assistance

Phone Number: (865) 594-9115

Email Address: Patricia.Wood@tn.gov

Length of Service:

6 <sup>th</sup> Judicial District:	December 1, 2022 – November 30, 2027
10 <sup>th</sup> Judicial District:	May 1, 2019 – April 30, 2029
11 <sup>th</sup> Judicial District:	May 1, 2021 – April 30, 2026
20 <sup>th</sup> Judicial District:	July 1, 2023 – June 30, 2028
21 <sup>st</sup> /32 <sup>nd</sup> Judicial Districts:	December 1, 2016 – November 30, 2024
29 <sup>th</sup> Judicial District	December 1, 2016 – November 30, 2024



## **Section G: Required Forms**

## SECTION G: REQUIRED FORMS

*RFP Requirement: Offerors must include signed copies of the following documents in this Section:*

- 1. Appendix A – Cost Form*
- 2. Appendix B – Proposal Submission Form (signed)*
- 3. Appendix C – Addenda Receipt and Anti-Collusion (signed)*

The required forms follow this narrative.

### Proposed Cost Narrative

Our cost proposal represents a cost-competitive approach that allows Veritas HHS to continue to deliver high-quality results to Union County. Our bid includes three specific increases that will allow us maintain a competitive work environment in a desirable location using technology that meets the project's needs.

The three most significant increases above and beyond the prior contract are:

1. **Labor:** Attracting and retaining dedicated child support professionals has become more difficult, a trend that started during the pandemic and continues today. While we have provided our Union County staff merit increases over the past five years, this proposal contains a market adjustment that moves our lowest compensated staff to a level closer to what the county government pays for similar positions.
2. **Facilities:** Our current lease has a clause requiring us to pay for Common Area Maintenance, a cost that greatly exceeded what the landlord estimated for our bid from five years ago.
3. **Equipment Costs:** We will replace our computer equipment and our networking infrastructure in the new contract term. Industry leading firewalls and switches have more than doubled in cost over the past five years, which have affected our costs. Laptops have increased in price, but at a much lower rate and they cost only 12 percent more today than five years ago.

### Proposed Incentive Payment Program

*RFP Requirement: If a Service Provider proposes any incentive payment program as a part of its proposed cost, a minimum of the following performance goals must be specified and will be included as terms of the contract as conditions of any accepted incentive:*

- 1. Total collections vs. total program costs*
- 2. Percentage of the total caseload under order*
- 3. Collections rate to current support*
- 4. Paternity establishment rate*
- 5. Percentage of collections toward arrears*
- 6. A customer service rating of satisfactory as determined by a survey with a 95% baseline positive rating.*
- 7. Customer referrals to the County, as appropriate, for participation in such programs as employment, healthy families, and domestic violence prevention*



## Incentives

Our proposed incentive payment program includes all of the performance goals required. We are a results-oriented company and firmly believe that excelling in the federal performance measures, customer satisfaction, and supportive services means we are fulfilling the needs of the families we serve. Our proposed plan is divided into three elements: 1) federal performance measure ranking; 2) customer service; and 3) referrals to the County for supportive services. This proposal mirrors the current incentive structure for child support services.

### Federal Performance Measure Ranking

We propose a simple, intuitively appealing, and powerful incentive structure, but adjusted to reflect the County's current ranking on the federal performance measures. The incentives are aligned with State incentives so that any incentives we earn will also result in more State incentives paid to the County. We propose that Veritas HHS be paid an additional 1 percent of the base bid for each one-place increase achieved in the county rankings each year, with the incentive capped at 5 percent per year.

Our monthly report will continue to include an in-month ranking of counties using the methodology established by the Program Evaluation Division of the North Carolina General Assembly. The Division used this methodology in its 2014 Final Report to the Joint Legislative Program Evaluation Oversight Committee titled *Revising State Child Support Incentive System Could Promote Improved Performance of County Programs*. We find this methodology a useful tool to gauge our performance relative to the 100 counties in the State, as well as to measure our own performance over time. As discussed in *Section B: Company and Qualifications*, in August 2019, Union County's performance in the child support program only ranked 87<sup>th</sup> out of 100 counties. The County currently ranks 40<sup>th</sup> (as of March 2024). Therefore, it becomes even more challenging to make considerable gains in performance relative to the other counties.

Thus, for the first component of the incentive, if we were to increase the County's rankings by five places in the first year (e.g., from 40<sup>th</sup> to 35<sup>th</sup>), we would receive an incentive of 2.5 percent of the base bid. This incentive would be calculated based on the prior year's performance level so that for the second year in this example, the incentive would be calculated based on increases in the standings above 35<sup>th</sup>.

Since the ranking is calculated as a composite of the five federal performance measures, this incentive measure encapsulates all of the first five factors specified by the County. Attaching an incentive to each individual federal performance measure could be confusing because the sheer number of results would make it difficult to interpret their combined significance. To achieve increases in the ranking, it will be necessary for us to continue to make progress on enough of the performance measures to outpace other counties. Moreover, any change in the ranking is intuitive and easily understood by everyone. As a result, we believe this continues to be an effective structure for incentives.

### Customer Service

We also propose receiving a 1-percent increase in the base amount for a customer service survey rating over the course of the year of 95 percent or greater. We provide our customers the opportunity to complete a survey at every visit. In a new contract term, we propose distributing the surveys via text directly from our Talkdesk customer contact software to a caller's incoming mobile number as well as to our in-office visitors. Our experience in our Tennessee operations shows that this results in a considerably higher number of completed surveys. Conversely, it also lowers our overall satisfaction score, but we

believe this is a good tradeoff as it gives a better representation of our customers' overall experience and provides excellent actionable information.

To calculate the satisfaction rate, we use an aggregate score for all questions, known as the CSAT score. The denominator would equal the total number of responses for the survey questions. The numerator would equal the total responses of *strongly agree* and *agree*, based on, for example, a five point scale of *strongly agree*, *agree*, *neutral*, *disagree*, *strongly disagree*.

### Referral to the County for Supportive Services

Finally, we welcome the opportunity to work with the County to establish a goal for customer referrals to the County, as appropriate, for participation in such programs as employment, healthy families, and domestic violence prevention. We propose working with the County and recommended partners to establish a partner satisfaction survey based on our level of engagement and referrals to these partners. We propose the establishment of a minimum satisfaction rate of 95 percent. Should we meet that goal, we would earn an additional 1 percent of the base bid.

### Incentives Proposal Summary

Our proposal for the incentive structure is shown in *Exhibit G-1*.

**Exhibit G-1: Incentive Program for Each SFY**

Incentive Measure	Performance Level	Incentive
Overall County Ranking	Each one-placement increase in county ranking	1 percent, capped at 5 percent in any year
Customer Service	Satisfaction rate of 95 percent or above	1 percent, capped at 1 percent in any year
Referral to the County for Supportive Services – Partner Satisfaction	Satisfaction rate of 95 percent or above	1 percent, capped at 1 percent in any year

Increases in the County's performance rank would have the effect of increasing State incentives the County receives. The formula is based on results from the five federal performance measures relative to other counties, so increases in the County's ranking will increase its share of the incentives pie. This will enable the County to make further investments in services to families with children.

### Penalties

As we have in the current contract term, to show that we mean business, we will couple this incentive plan with a penalty plan. We will incur penalties of ½ percent of the base amount for each one-place reduction in the County's ranking based on the federal performance measures, capped at 2.5 percent in any year. We will also incur penalties of ½ percent of the base amount for failing to achieve a 80 percent customer satisfaction score, and separately, for failing to achieve an 85 percent partner satisfaction rate for supportive services. We believe the penalty for customer satisfaction is justified given our experience in implementing direct texts from Talkdesk. Regardless, 80 percent is considered a good score across

most industries.<sup>1</sup> These penalties will continue to focus management attention on the performance levels of the Union County Child Support Office.

**Exhibit G-2: Penalty Program for Each SFY**

Penalty Measure	Performance Level	Penalty
Overall County Ranking	Each one-placement decrease in county ranking from prior year	-0.5 percent, capped at -2.5 percent in any year
Customer Service	Satisfaction rate below 80 percent	-0.5 percent, capped at -0.5 percent in any year
Referral to the County for Supportive Services – Partner Satisfaction	Satisfaction rate of 85 percent or above	-0.5 percent, capped at -0.5 percent in any year

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<sup>1</sup> Per Salesfore.com, Typically, anything above 70 percent is considered a good customer satisfaction score, while a less-desirable score is anything below 50 percent. The average CSAT score across all industries is 78 percent, but that can vary widely depending on your industry, product, service, and customer base. Source: <https://www.salesforce.com/blog/customer-satisfaction-score/#whatisagoodcsatscorewhatisabadscore>

## 8 APPENDIX A – COST PROPOSAL

### RFP 2024-069 Child Support Enforcement Services

#### SUBMIT WITH PROPOSAL

Company Name: Veritas HHS, LLC

The County is not obligated to accept the lowest cost proposal. The County may accept the proposal that best serves its needs, as determined by County officials in their sole discretion. The award shall be made in the best interest of the County. This Request for Proposal is not subject to any competitive bidding requirements of North Carolina law. The County reserves the right to accept other than the most financially advantageous proposal. Refer to Section 9 Evaluation Criteria and Selection Process.

Complete the following cost proposal in its' entirety and submit in Section G of your proposal.

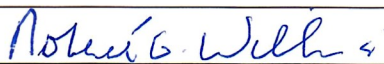
Category	Contract Year 1	Contract Year 2	Option Year 3	Option Year 4	Option Year 5
Facility/Project Upgrade Cost - Computers, Furniture, Equipment	\$21,259	\$21,259	\$21,259	\$21,800	\$21,800
Labor and Fringe Benefit Costs - Based on Current Pay Rates	\$726,929	\$743,263	\$758,128	\$773,291	\$788,756
Other Direct Costs- Supplies, Phone Charges, Legal & Court Costs, etc.	\$117,508	\$120,592	\$123,758	\$127,007	\$130,342
Corporate Services - Accounting Payroll, HR, IT, Insurance, Management	\$107,730	\$110,275	\$112,681	\$115,202	\$117,721
Office Space, Utilities, Janitorial & Trash Disposal, and On-Site Parking	\$113,668	\$117,384	\$121,224	\$125,191	\$129,291
Other items not outlined above. Please itemize and attach to proposal.					
Profit - 7% of Proposed Fixed Price	\$76,097	\$77,894	\$79,593	\$81,374	\$83,154
<b>Total Proposed Fixed Fee Price</b>	<b>\$1,163,191</b>	<b>\$1,190,667</b>	<b>\$1,216,643</b>	<b>\$1,243,865</b>	<b>\$1,271,063</b>

## 9 APPENDIX B – PROPOSAL SUBMISSION FORM

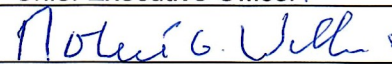
RFP 2024-069 Child Support Enforcement Services

**SUBMIT WITH PROPOSAL**

***This Proposal is submitted by:***

Company Legal Name:	Veritas HHS, LLC
Representative Name:	Robert G. Williams
Representative Signature:	
Representative Title:	Chief Executive Officer
Address:	1120 Lincoln Street, Suite 1300
City/State/Zip:	Denver, CO 80203
Email Address:	rwilliams@veritas-hhs.com
Phone Number:	303.830.1400
Website Address:	veritas-hhs.com

**It is understood that Union County reserves the right to reject any and all proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and resubmit this project. Proposal is valid for 120 calendar days from the Proposal due date and is submitted by an executive of the company that has authority to contract with Union County, NC.**

Name:	Robert G. Williams
Title:	Chief Executive Officer
Signature:	
Date:	April 12, 2024

## 10 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM

### RFP 2024-069 Child Support Enforcement Services

#### SUBMIT WITH PROPOSAL

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on [www.co.union.nc.us](http://www.co.union.nc.us) and/or [www.ips.state.nc.us](http://www.ips.state.nc.us). It is your responsibility to check for this information.

Addendum No.	Date Downloaded
Addendum No. 1	March 27, 2024
Addendum No. 2	April 10, 2024


**I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Union County.**

Company Name: Veritas HHS, LLC

Name: Robert G. Williams

Title: Chief Executive Officer

Email Address: rwilliams@veritas-hhs.com

Signature: 

Date: April 12, 2024

## **ATTACHMENT 4: DATA SHARING MEMORANDUM OF AGREEMENT**

**Between**

**North Carolina Department of Health and Human Services**

**And**

**Union County**

This Data Sharing Memorandum of Agreement (MOA) between the North Carolina Department of Health and Human Services (NC DHHS or Agency) and Union County (County) (and collectively with Agency referred to as the Parties) establishes the agreement between the Parties regarding the County's access to, and use and disclosure of, all confidential data and information provided by the Agency to the County, for purposes of administering North Carolina's public assistance and public service programs.

### **1. PURPOSE AND SCOPE**

The purpose of this MOA is to identify certain roles and responsibilities of each party as it relates to the sharing and use of all confidential data and information provided by the Agency to the County in connection with the administration of North Carolina's public assistance programs as well as the County's administration and performance of other public services delegated to it by law (collectively referred to as NCDHHS Data). For purposes of this MOA, NCDHHS Data, includes, but is not limited to:

- a. Social Security Administration (SSA) data;
- b. Federal Tax Information (FTI) as defined in the current IRS Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies (IRS Publication 1075);
- c. protected health information as defined by 45 CFR 160.103;
- d. personal information, as defined by the North Carolina Identity Theft Protect Act, N.C.G.S. § 75-61(10);
- e. identifying information, as defined by N.C.G.S. § 14-113.20(b); and
- f. names or other information concerning persons applying for or receiving public assistance or social services which are confidential pursuant to N.C.G.S. § 108A- 80.

More specifically, the objectives of this MOA are to:

- Manage the information technology process and systems pertaining to the NCDHHS Data provided by the Agency to the County, and received by the County from the Agency, to ensure compliance with all applicable federal and state laws, regulations, standards and policies regarding the confidentiality, privacy and security of this NCDHHS Data.



- Enhance the County's secure receipt, access to, and use of NCDHHS Data provided by the Agency to the County.
- Allow the County to access and utilize NCDHHS Data provided by the Agency for purposes of administering North Carolina's public assistance and public service programs.

## **2. BACKGROUND**

The Agency administers and oversees a variety of public assistance and public service programs for the State of North Carolina (collectively, Public Assistance Programs), including, but not limited to, the following:

- NC Medicaid Program
- NC Health Choice for Children (North Carolina's CHIP Program)
- Temporary Assistance for Needy Families
- Supplemental Nutrition Assistance Program
- NC Food and Nutrition Services (North Carolina's SNAP Program)
- Work First (North Carolina's Temporary Assistance for Needy Families program)
- Women, Infants and Children (WIC)
- Adult and Family Services
- Child Support Services
- Child Welfare Services

As part of its role pertaining to these Public Assistance Programs, the Agency receives, maintains, and stores certain data pertaining to applicants for, and recipients participating in, the Public Assistance Programs, which includes NCDHHS Data.

The County administers the daily operations of many of the Public Assistance Programs at the local level, in accordance with State and Federal law, and policies and rules adopted by the Agency. As part of its role pertaining to these Public Assistance Programs, the County accesses and utilizes certain data pertaining to applicants for, or recipients participating in, the Public Assistance Programs, which includes NCDHHS Data.

The Agency and the County agree to work cooperatively to ensure that NCDHHS Data is available to the County for purposes of administering North Carolina's Public Assistance Programs, and that the County accesses and utilizes NCDHHS Data in accordance with applicable federal and state laws, regulations, standards and policies governing confidentiality, privacy and security of the NCDHHS Data and the terms of this MOA. The parties acknowledge and agree that this MOA is intended to continue and renew and prior similar memorandum of agreement in place between the Parties which was effective on or about October 14, 2016.

### **3. AUTHORITY OF PARTIES**

Each Party is an agency of the State of North Carolina and operating pursuant to its respective statutory authority and obligations. This MOA is authorized under the provisions of N.C.G.S. §§ 108A-25, 108A-54, and 153A-11 and Article 13 of Chapter 153A of the North Carolina General Statutes, and the implementing recommendations or regulations of these laws, if any. For the convenience of the Parties and avoidance of doubt, the Parties acknowledge and agree that NC DHHS is the “Agency” as such term is used in IRS Publication 1075, and that the County is a statutory agent but not a “contractor” or “agent” as such term is used in North Carolina statutory or common law. The Agency acknowledges it is authorized to receive and use FTI pursuant to 26 U.S.C.

§ 6103.

### **4. PARTIES’ ROLES AND RESPONSIBILITIES**

Pursuant and subject to this MOA, the Agency shall provide to the County NCDHHS Data pertaining to the Public Assistance Programs, through access to the Agency’s information technology systems utilized in conjunction with the Public Assistance Programs. These information technology systems include, but are not limited to, the Agency’s current NC FAST case management system (NC FAST), and the legacy information systems which preceded NC FAST (collectively, NCDHHS Information Systems). The NCDHHS Information Systems are secured via Agency access control mechanisms and related procedures, including, but not limited to, Resource Access Control Facility (RACF), North Carolina Identification (NCID), and Web Identity Role Management Portal (WIRM) (collectively, NCDHHS Access Controls).

All NCDHHS Data that the Agency provides to the County shall remain confidential and secure at all times. Confidentiality and security of this NCDHHS Data will be maintained by the County in accordance with all applicable federal and state laws, regulations, standards and policies governing this NCDHHS Data and in accordance with the terms of this MOA. Only appropriately authorized County employees and contractors whose job responsibilities require access to the NCDHHS Data will be granted access to the NCDHHS Data, through the NCDHHS Information Systems and NCDHHS Access Controls. Any data, records or other information shared through this MOA are protected from unauthorized use and disclosure and shall be accessed and used by the County solely for purposes of administering and operating the Public Assistance Programs.

NCDHHS agrees:

- a. To provide NCDHHS Data to the County through access to the NCDHHS Information Systems in strict accordance with the NCDHHS Access Controls and in accordance with the terms of this MOA.
- b. To allow the County to access and utilize the NCDHHS Data to administer and operate the Public Assistance Programs.

- c. To allow appropriately authorized County employees and contractors whose job responsibilities require access to the NCDHHS Data to access and utilize the NCDHHS Data through access to the NCDHHS Information Systems, to the extent needed to perform their job responsibilities.
- d. To work cooperatively with the County regarding County employee and contractor access to NCDHHS Data and NCDHHS Information Systems, and compliance with this MOA and applicable law.
- e. To be responsible for supervision of its own employees and contractors.

The County agrees:

- a. To grant access to NCDHHS Data through access to the NCDHHS Information Systems only to County employees and contractors authorized in strict accordance with the NCDHHS Access Controls and in accordance with the terms of this MOA. The County shall conduct background checks for individual employees prior to authorizing their access to FTI.
- b. To ensure the NCDHHS Data and NCDHHS Information Systems are accessed and utilized only for the purposes authorized by law and under this MOA in conjunction with the administration and operation of the Public Assistance Programs.
- c. To grant access to the NCDHHS Data only to appropriately authorized County employees and contractors whose job responsibilities require access to the NCDHHS Data, and only for purposes of administering and operating the Public Assistance Programs.
- d. To ensure NCDHHS data is available only to persons authorized by law and this MOA to access and use the NCDHHS Data.
- e. To ensure NCDHHS Information Systems are accessed only by persons authorized by law and this MOA to access the NCDHHS Information Systems.
- f. To obtain prior written permission from NCDHHS for the disclosure of any NCDHHS Data to any contractor. If NCDHHS approves disclosure of any NCDHHS Data to a County contractor, the County shall ensure the contractor is provided a copy of this MOA and signs a written agreement with the County acknowledging receipt of a copy of this MOA and agreeing to comply with the terms of this MOA as it relates to the contractor's access to NCDHHS Data.
- g. To obtain prior written permission from NCDHHS for granting access to any of the NCDHHS Information Systems to any contractor. If NCDHHS approves access of a contractor to any NCDHHS Information System, the County shall ensure the contractor is provided a copy of this MOA and signs a written agreement with the

County acknowledging receipt of a copy of this MOA and agreeing to comply with the terms of this MOA as it relates to the contractor's access to NCDHHS Information Systems.

- h. To ensure that all information technology systems receiving, storing, processing, or transmitting FTI meet the requirements in IRS Publication 1075, including the requirements set forth in Exhibit 7 to IRS Publication 1075, a copy of which is available at: <https://www.irs.gov/pub/irs-pdf/p1075.pdf>.
- i. To maintain a current list of employees and contractors authorized to access and utilize the NCDHHS Data provided by the Agency pursuant to this MOA, and to provide the Agency a copy of that list upon written request by the Agency.
- j. To submit, when requested by the Agency, a written certification that continuous security monitoring has been performed in accordance with applicable requirements. Additionally, the County will submit a written certification that all mainframe and network device configurations supporting the County environment is compliant with all applicable requirements. This certification will be provided to the Agency with supporting evidence, such as a recent vulnerability scan.
- k. At the Agency's request, the County will work with the IRS, Social Security Administration, or other federal agencies or their agents with respect to periodic safeguard and security reviews. The County will support the resolution of the Agency's finding based on a written plan satisfactory to both Parties.
- l. Upon notification from the IRS, Social Security Administration, other federal agencies, or the Agency of changes to functional and security specifications, the County will collaborate with the Agency to develop and implement plans to meet specified requirements in accordance with guidance and direction provided by the IRS and/or the Agency. The County will be responsible for costs arising from such modifications.
- m. To provide annual access and disclosure awareness and incident reporting training to its employees and any approved contractors that may have access to SSA data and/or FTI data (only certain functions in support of Child Support Enforcement may allow contractor access to FTI).
- n. To work cooperatively with the Agency regarding County employee or contractor access to NCDHHS Data and NCDHHS Information Systems, and compliance with this MOA and applicable law.
- o. To be responsible for supervision of its own employees and contractors.

## **5. ACCESS CONTROL**

The County shall be responsible for reviewing, approving, delegating and monitoring access by County employees and any approved contractors to NCDHHS Data, in strict accordance with the NCDHHS Access Controls applicable to the NCDHHS Information Systems involved and in accordance with the terms of the MOA. In addition, the County will adhere to any written standard or guidelines provided by the Agency regarding management and implementation of the NCDHHS Access Controls, and access to the NCDHHS Information Systems, including, but not limited to, the information systems [access control policy](#) in the current version of the [North Carolina Statewide Information Security Manual](#).

## **6. CONFIDENTIALITY AND SECURITY**

The Agency and the County acknowledge and agree that the NCDHHS Data which the Agency provides to the County shall be classified as, and shall remain, “NCDHHS Data” or “State Data”. At no time will the NCDHHS Data provided by the Agency ever be classified as County data.

The County acknowledges and agrees that in accessing, receiving, utilizing or otherwise dealing with the NCDHHS Data, it will safeguard and not use or disclose such NCDHHS Data except as provided in this MOA. The County shall protect the confidentiality of the NCDHHS Data in accordance with applicable federal and North Carolina laws, regulations, standards and guidelines, including, but not limited to the following:

- Privacy Act of 1974 (5 USC § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988;
- IRS Publication 1075;
- Medicaid, 42 U.S.C. § 1396(a)(a)(7), 42 CFR Part 431.300-307;
- Temporary Assistance to Needy Families, 42 U.S.C. § 602 (a)(1)(A)(iv);
- Supplemental Nutrition Assistance Program, 7 U.S.C. § 2020 (e)(8); 7 CFR Part 272.1(c);
- Social Security Act, 42 U.S.C. § 1396(a)(a)(7);
- Social Security Administration Disclosure, 20 CFR Part 401;
- Child Support, 42 U.S.C. § 654(26);
- Public Assistance Programs (Public Welfare), 45 CFR Part 205.50; and U.S. Department of Labor Employment and Training Administration, 20 CFR Part 603;
- Health Information Portability and Accountability Act and HIPAA Privacy Rule, 45 CFR Part 160 and Subparts A and E of Part 164;
- North Carolina law governing confidentiality of, and access to, public assistance program data and records, including N.C. Gen. Stat. 108A-80 and implementing regulations; and
- North Carolina Identify Theft Protection Act, N.C. Gen. Stat. 75-60 et seq. and 132-1.10 and any implementing regulations.

The County acknowledges and agrees that some of the data elements included within the NCDHHS Data can be classified as “identifying information” within the meaning of N.C.G.S. § 14-113.20(b). In addition, the combination of certain data elements could classify the data elements as “personal information” within the meaning of N.C.G.S. § 75-61(10). Since the Agency and the County are subject to the North Carolina Identity Theft Protect Act requirements, N.C.G.S. § 132-1.10 and 75-65, the Agency and the County acknowledge and understand that the unauthorized disclosure, misuse, or loss of these certain data elements could subject the County and/or the Agency to security breach notification requirements.

The County shall safeguard and protect the security of the NCDHHS Data from loss, theft, or inadvertent disclosure, in accordance with applicable federal and North Carolina laws, regulations, standards and guidelines, and policies including, but not limited to the following:

- Federal Information Security Management Act of 2002 (44 USC 3541 et seq.);
- SSA’s “Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration”
- IRS Publication 1075;
- Health Information Portability and Accountability Act and HIPAA Security Rule, 45 CFR Part 160 and Subparts A and C of Part 164; and
- National Institute of Standards and Technology guidelines.

In accordance with applicable federal and North Carolina statutes, regulations, standards, and policies, the County shall use appropriate physical and technological security safeguards to prevent re-disclosure of NCDHHS Data, and to protect NCDHHS Data in paper and/or electronic forms during transmission, storage or transport. The County shall use encryption during the data transmission process and shall protect NCDHHS Data on portable computers and devices through the use of applicable encryption and strong authentication procedures and other security controls to make NCDHHS Data unusable and inaccessible by unauthorized individuals.

The County shall monitor County employees’ access to higher-risk NCDHHS Data elements such as Social Security numbers, dates of birth, and FTI. The County shall terminate access privileges to NCDHHS Data of County employees immediately when their employment has been terminated or their job responsibilities no longer require access.

The County shall dispose of paper and equipment containing NCDHHS Data in a secure manner in accordance with applicable law and information security NIST standards. At the request of the Agency, the County shall provide documentation of proper disposal of NCDHHS Data to NCDHHS.

The County shall implement procedures for detecting, investigating, reporting and responding to security incidents involving NCDHHS Data. The County shall implement an Incident Management Plan which will be the source for how to handle incident management involving NCDHHS Data, and the Incident Management Plan will be available to the Agency upon request.

The County shall evaluate and report all losses, misuse, or unauthorized disclosure of NCDHHS Data to the NCDHHS Privacy and Security Office without unreasonable delay. Any expenses incurred as a result of the loss, misuse, or unauthorized disclosure of NCDHHS Data by the County will be the responsibility of the County.

The County shall report any suspected or confirmed privacy or security breach or incident involving the NCDHHS Data to the NCDHHS Office of Privacy and Security via electronic mail and the Office's website: <http://www.ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security>, within 24 hours after the suspected or confirmed breach is first discovered. The County shall report any suspected or confirmed privacy or security breach involving Social Security Administration or Federal Tax Information data to: (i) the NCDHHS Office of Privacy and Security via the online incident reporting tool at the link above, or if after normal business hours, (ii) the NCDHHS Chief Information Security Officer via the phone numbers listed at the link above, **IMMEDIATELY** and within 60 minutes after the suspected or confirmed privacy or security breach is first discovered. The County acknowledges and agrees that it must make immediate reports of any suspected or confirmed breach involving SSA or FTI data in the manner set forth above in order to enable the Agency to fulfill the Agency's obligation to report the suspected or confirmed breach to the SSA or IRS (as applicable) within one hour after it is first discovered.

The County will collaborate and cooperate with the Agency regarding investigation, actions and potential remedies pertaining to any suspected or confirmed privacy or security breach or incident involving NCDHHS Data.

If the County experiences a security breach involving NCDHHS Data, the County will be responsible for providing notification to all affected persons. The County will collaborate and cooperate with the NCDHHS Office of Privacy and Security regarding the content and timing of notification prior to providing the notification. Any and all expenses incurred as a result of any suspected or confirmed security breach involving NCDHHS Data will be the responsibility of the County.



## 7. CONTACTS

The Parties mutually agree that the following named individuals will be designated as points of contact for the MOA on behalf of the Agency and the County:

### **For NCDHHS:**

Pyreddy Reddy Chief Information Security officer N.C. DHHS Privacy and Security Office 695 Palmer Drive Raleigh, NC 27605 Phone: (919) 855-3090 Fax: (919) 733-1524 Email: <a href="mailto:pyreddy.reddy@dhhs.nc.gov">pyreddy.reddy@dhhs.nc.gov</a>	
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### **For County:**

Ashley Lantz Social Services Director 2330 Concord Ave. Monroe, NC 28110 Phone: 704-296-4300 Fax: 704-296-6151 Email: <a href="mailto:ashley.lantz@unioncountync.gov">ashley.lantz@unioncountync.gov</a>	
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The Parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

## 8. LIABILITY AND INDEMNIFICATION

Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina or the assumption by the State of any liability contrary to the laws and statutes of North Carolina. Each Party shall be responsible for its own liabilities and neither Party shall seek indemnification from the other.

This MOA shall inure to the benefit of and be binding upon the Parties hereto and their respective successors in the event of governmental reorganization pursuant to N.C.G.S. § 143A-6 or other authority.

## **9. MONITORING AND AUDITING**

The IRS, SSA, any other federal agency or the Agency, with advance notice, shall have the right to send its officers and employees into the offices and facilities of the County for inspection of the County's facilities to ensure that adequate safeguards and security measures have been maintained as required by this MOA. Key areas to be inspected include record keeping, secure storage, limited access, disposal, and computer security systems such as those described in IRS Publication 1075. The County and the Agency will work together to correct any deficiencies identified during any internal inspection. The Agency may opt to utilize the County representatives for compliance validation.

The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and other applicable laws or regulations.

The NC DHHS Privacy and Security Office will conduct privacy and security assessments based on NIST Standards, Federal, State and DHHS Privacy and security requirements,

## **10. DURATION OF AGREEMENT AND MODIFICATION**

This MOA is effective on January 1, 2024, and shall continue for an initial term of 18 months following the effective date, through and including June 30, 2026, after which it will be renewed automatically for up to two additional one-year terms, unless either party provides prior written notice to the other party of its intent not to renew the MOA within 90 days prior to the end of the current term.

The Parties shall review this MOA as deemed necessary by the Agency, or upon the written request of either the Agency or the County to the other party, or whenever a State or Federal statute is enacted that material affects the substance of this MOA, in order to determine whether it should be revised or renewed, as applicable.

Notwithstanding all other provisions of this MOA, the Parties agree that this MOA may be amended at any time by written mutual consent of both Parties.

## **11. GOVERNING LAW**

The validity of this MOA and any of its terms or provisions, as well as the rights and duties of the parties to this MOA, are governed by the laws of North Carolina. The place of this MOA and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

## **12. OTHER PROVISIONS/SEVERABILITY**

Nothing in this MOA is intended to conflict with current federal or state laws or regulations, or any governing policies of the County or the Agency. If any term of this MOA is found by any court or other legal authority, or is agreed by the Parties to be in conflict with any law or regulation governing its subject, the conflicting term shall be considered null and void. The remaining terms and conditions of this MOA shall remain in full force and effect.

## **13. ENTIRE AGREEMENT**

This MOA and any amendments hereto and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral and written statements or agreements.

## **14. TERMINATION**

The Parties may terminate this MOA at any time upon mutual written agreement. In addition, either party may terminate this MOA upon 90 days' advance written notice to the other party. Such unilateral termination will be effective 90 days after the date of the notice or at a later date specified in the notice. In the event this MOA is terminated unilaterally by the County, the Agency will suspend the flow of NCDHHS Data to the County until a superseding written agreement is executed by the Parties.

The Agency may immediately and unilaterally suspend the flow of NCDHHS Data to the County under this MOA, or terminate this MOA, if the Agency, in its sole discretion, determines that the County (including its employees, contractors and agents) has: (i) made an unauthorized use or disclosure of NCDHHS Data; (ii) provided unauthorized access to NCDHHS Information Systems; or (iii) violated or failed to follow the terms and conditions of this MOA.