

GENERAL CONTRACT COVER

This contract is hereby entered into by and between the North Carolina Department of Health and Human Services, Division of Public Health (the "Division") and County of Union (the "Grantee") with Grantee Tax ID 566000345, Grantee FYE 6/30 (referred to collectively as the "Parties").

1. Contract Documents:

This contract consists of the following documents, which are incorporated herein by reference:

- (a) This contract cover
- (b) The General Terms and Conditions
- (c) Scope of Work
- (d) The Line Item Budget
- (e) State Certification

Incorporated By Reference

The following documents are reference materials and are available by going to the following website, [Open Window](https://openwindow.ncdhhs.gov/index.aspx?pid=doc_ReferenceDocuments) (https://openwindow.ncdhhs.gov/index.aspx?pid=doc_ReferenceDocuments).

- (a) Travel: Policies Governing Travel Related Expenses for Grantees

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 the contract document section, 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 12/16/2024 and shall terminate on 5/31/2026, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions.

4. Grantee's Duties:

The Grantee shall provide the services as described in the scope of work and in accordance with the approved budget.

5. Division's Duties:

The Division shall pay the Grantee in the manner and in the amounts specified in the contract documents. The total amount paid by the Division to the Grantee under this contract shall not exceed \$957,000. This amount consists of \$957,000 in State funds, \$0 in Local funds, \$0 in Other funds and \$0 in Federal funds.

The total contract amount is \$957,000.

Acct	Budget/Fund	AMU/ RCC	Year	Federal	State	County/Local	Other
52131004	131301 / 1172	1000	2	\$0.00	\$870,000. 00	\$0.00	\$0.00
52131004	131301 / 1172	1000	1	\$0.00	\$87,000.0 0	\$0.00	\$0.00

6. Conflict of Interest Policy:

The division has determined that this contract is not subject to N.C.G.S. 143C-6-22 & 23.

7. Reporting Requirements:

The Division has determined that this is a contract for purchase of goods and services, and therefore is exempt from the reporting requirements of N.C.G.S. § 143C-6-22 & 23.

8. Payment Provisions:

Payment shall be made in accordance with the contract documents as described in the scope of work.

9. 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 Division:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Nikki Marshall, Operations Manager Division of Public Health 1918 Mail Service Center Raleigh, NC 27699 Telephone : (919)-743-9074 Fax: (919)-743-9099 Email: nikki.marshall@dhhs.nc.gov	Nikki Marshall, Operations Manager Division of Public Health 4312 District Drive Raleigh, NC 27699

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Michelle Lancaster, Acting Manager for South Piedmont Regional Autopsy Center County of Union 500 North Main Street Monroe, NC 28112 Telephone: (704)-283-3636 Fax: ()-- Email: michelle.lancaster@unioncountync.gov	Michelle Lancaster, Acting Manager for South Piedmont Regional Autopsy Center County of Union 500 North Main Street Monroe, NC 28112

10. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Grantee otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

11. Outsourcing to Other Countries:

The Grantee certifies that it has identified to the Division all jobs related to the contract that have been outsourced to other countries, if any. The Grantee further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the Division.

12. Signature Warranty:

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

Signatures follow on next page

13. Electronic Signatures:

The parties agree that this Contract may be executed by electronic signature and with equal validity, authenticity, enforceability, and admissibility as a handwritten signature. Each party will retain one fully executed copy of the Contract.

County of Union

Signature

Date

Brian Matthews

Printed Name

County Manager

Title

Division of Public Health, North Carolina Department of Health and Human Services

Authorized Signature

Date

Printed Name

Title

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Grantee 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 Grantee 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 Division.

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

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may: (a) Forward the Grantee's payment check directly to any person or entity designated by the Grantee, or (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check. In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee 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 Division and the named Grantee. 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 Division and Grantee that any such person or entity, other than the Division or the Grantee, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Grantee agrees to indemnify and hold harmless the Division, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this contract to the extent permitted by law.

Default and Termination

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

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

Waiver of Default: Waiver by the Division of any default or breach in compliance with the terms of this contract by the Grantee 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 Department and the Grantee 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 Division.

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 Division. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee 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.

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

Health Insurance Portability and Accountability Act (HIPAA): The Grantee agrees that, if the Division 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 Division may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee 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 Division. The Grantee 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.

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

Duty to Report: The Grantee shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Grantee shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the grantee is to notify the Division contract administrator of any contact by the

federal Office for Civil Rights (OCR) received by the grantee.

Cost Borne by Grantee: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Grantee to give affected persons written notice of a security breach arising out of the Grantee's performance under this contract, the Grantee shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: See schedule for record retention for instructions on disposal timeframes. (<https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention>)

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 Grantee, 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 Wake County, North Carolina. The place of this contract 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.

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 Division and the Grantee. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

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

Key Personnel: The Grantee shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. 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 Grantee 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

Division for loss of, or damage to, such property. At the termination of this contract, the Grantee shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subcontractor/subgrantees 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 Grantee shall not use the award of this contract as a part of any news release or commercial advertising.

N. C. Department of Health and Human Service
Division of Public Health

SCOPE OF WORK

BACKGROUND

Pursuant to N.C.G.S. 1304-383, any death resulting from sudden, unnatural, violent, or suspicious causes; occurring in a jail, a prison or a state operated facility, or unattended by a physician must be reported to a county Medical Examiner (ME). County Medical Examiners, appointed by the Chief Medical Examiner, investigate the circumstances surrounding the death and certify the cause and manner of death. If the Medical Examiner decides that an autopsy is needed, the Chief Medical Examiner or a pathologist designated by the Chief Medical Examiner conducts the autopsy examination.

North Carolina General Statute 130A-377 authorizes establishing district or regional offices to provide appropriate personnel and facilities for postmortem medical-legal examinations. Appropriate personnel would include board-certified forensic pathologists who conduct inspections and autopsy examinations, file death certificates, confer with and advise county medical examiners and law enforcement officers in medical-legal death investigation matters, and communicate with the decedents' families. Appropriate facilities would be staffed with the necessary technical, investigative and administrative support staff capable of providing 24 hours/day, seven days/week support of the death investigation system, including storage of bodies awaiting examination.

Should the Examiner's Office reduce its role in the death investigation system, the Office of the Chief Medical Examiner (OCME) in Raleigh will feel the impact, in caseload and related costs. The OCME is already overburdened, performing more than 2,000 autopsies per year. Picking up autopsy cases would mean additional autopsies at the OCME, a caseload that would require additional personnel and physical capacity to manage the extra autopsies. Without a regional medical examiner presence in North Carolina and the surrounding counties, bodies would have to be transported much longer distances and at a higher cost to the state. The longer distances to Raleigh and scheduling difficulties at the OCME would have adverse effects on the families of the decedents as well as on law enforcement officials. In addition, the state's capacity to respond to a mass fatality incident will be adversely affected if resources cannot be used for storage, identification and examination of multiple bodies.

PURPOSE

This contract establishes the Contractor as a regional autopsy center (RAC) which provides forensic pathology services in North Carolina through professional staff, technical staff and suitable facilities for death investigations and autopsies. This contract also serves as an agreement to reimburse the Contractor at the statutory reimbursement rates defined N.C.G.S. 130A-389(a) and N.C.G.S. 130A-389(a1) for a pre-determined number of autopsies.

Note: This contract does not include autopsies resulting from mass casualty, disaster, or other regional emergency situations, which may require additional negotiation and funding.

The parties understand and agree that this contract is not a research project but is a professional services agreement for the services described in this Scope of Work. Nothing in this Agreement shall prohibit the Contractor from publication (i) in reputable journals or presentations at professional and/or academic seminars or conferences, and (ii) of information necessary for the accurate interpretation and presentation of any published data.

COUNTIES

This contract serves the following North Carolina County(ies): Union

The Contractor may on occasion be asked by Division or regional medical examiners to provide services to other counties. Such requests are hereby anticipated and authorized for Contractor's performance under this Scope of Work.

PERFORMANCE REQUIREMENTS

The Contractor shall, during the contract period:

1. Serve as the regional medical examiner center for the North Carolina counties listed in the foregoing "COUNTIES" section ("Designated Counties"), advising county medical examiners who conduct medical-legal death investigations. As Union County notifies the Division, Fiscal Research, and the NC Joint Legislative Oversight Committee on Health and Human Services that regional autopsy services are "operational" in additional counties, this Contract will be amended to include those counties;
2. Perform medical-legal autopsies that are advisable and in the public interest for the Designated Counties as mandated by North Carolina law and North Carolina General Statute 130A-377. Payment for these autopsies shall be in the amount and method as set forth and statutorily defined in N.C.G.S. 130A-389(1) and N.C.G.S. 1304-389(a1);
3. Maintain a sufficient professional staff of forensic pathologists to meet the workload needs in the Designated

Counties with autopsies performed by forensic pathologist(s) with current certification by the American Board of Pathology ("board-certified");

4. Maintain sufficient investigative and technical staff to support the needs of county medical examiners and autopsy-related inquiries in the Designated Counties and serve as backup coverage to county medical examiners 24 hours per day, seven days per week ("24/7"). This includes 24/7 access to a board-certified forensic pathologist (in-person or on-call);
5. Serve as a backup RAC for performing autopsies for other areas of the State in cases in which the district attorney has asserted to the Chief Medical Examiner or the medical examiner of the county in which the body was located that there is probable cause to believe that a violation of G.S. 14-18.4 has occurred, at the request of the Office of Chief Medical Examiner (OCME);
6. Allow the RAC to be available for critical medical examiner surge capacity, as determined necessary by the OCME.
7. Assure that autopsy examinations and inspections are scheduled and completed in a timely and efficient manner, generally within two to three calendar days;
8. Submit toxicology samples via mail/courier service to the OCME with a complete history and appropriate orders for analysis;
9. Complete/submit autopsy reports via ocme.ar@dhhs.nc.gov in entirety, to include a statement of the cause of death;
10. Certify and file the supplemental death certificate for all pending death certificates for autopsy cases performed at the facility;
11. Submit a copy of the supplemental death certificate along with the autopsy report;
12. Submit monthly autopsy data report(s) via ocme.admin@dhhs.nc.gov. Data elements will be defined in advance by the Chief Medical Examiner;
13. Submit a monthly log of the number of autopsies performed, including the decedent's name and the date of service via ocme.admin@dhhs.nc.gov.
14. Confer with local medical examiners and the OCME to assess opportunities to contribute to the Mass Fatality Incident plans in the event of a natural or man-made disaster in the designated counties to effectively integrate the functions of the Contractor and OCME;
15. Secure at Contractor cost a suitable facility in the designated catchment area capable of storing and examining decomposed remains and managing multiple fatality incidents;
16. Deploy professional and technical staff for critical medical examiner surge capacity at another regional medical examiner center, including the OCME, as needed in the event of a multiple fatality incident, as directed by the Chief Medical Examiner, with expenses for such deployment to be submitted to OCME for consideration as soon as practicable thereafter;
17. Provide information and communication to family members of the deceased, law enforcement officials, and other branches of the judicial system;
18. Ensure that any pathologist employed by the Contractor does not enter into any contract, or accept any additional employment, to act as an expert witness in opposition to the OCME. This includes publishing a report for litigation and/or offering testimony that conflicts with the report or testimony of (i) a professional staff member of the OCME, (ii) another pathologist under contract with OCME, or (iii) another local medical examiner in the North Carolina Examiner System;
19. Testify in court and depositions concerning cause of death findings for autopsies performed by Contractor pathologists at this location;
20. Work collaboratively with the OCME to fully implement the new medical examiner information system (MEIS) and manage integration of the system into daily operation in compliance with OCME guidance and direction; and
21. Designate two (2) "super users" (one primary, one secondary) to serve as liaisons with the OCME regarding implementation, operation, and support of the new MEIS. Liaisons shall oversee and manage access rights of Contractor staff with the MEIS in coordination with the OCME Operations Manager. Liaisons shall also serve as key points of contact for all systems-related training and will service in a train-the-trainer capacity as necessary.

PERFORMANCE STANDARDS

The Contractor shall:

1. Maintain a regional presence in Designated Counties so bodies can be examined locally;
2. Conduct medical-legal autopsies in accordance with established OCME guidelines;
3. Complete autopsy reports within 180 calendar days per 10A N.C.A.C. 44. 0202;
4. Submit monthly data reports to the OCME Epidemiologist via ocme.admin@dhhs.nc.gov; and
5. Submit a hard copy of the autopsy log(s) with the corresponding invoice(s) to the Office of the Chief Medical Examiner via ocme.admin@dhhs.nc.gov.

PERFORMANCE MONITORING/QUALITY ASSURANCE PLAN

The authority of the Chief Medical Examiner, under NCGS 130A-381, to contract with qualified persons to perform or provide support services for autopsies and other studies and investigations is preserved. Nothing in this contract shall change or revoke the authority granted under NCGS 130A-381.

This contract will be monitored according to the following plan:

1. The Chief Medical Examiner and OCME staff will monitor the Contractor's performance by conducting peer reviews of medical examiner autopsy and investigation reports to assure that the content and conclusions meet OCME requirements and forensic pathology best practice standards;
2. The Chief Medical Examiner and OCME staff will monitor the Contractor's performance by reviewing concerns raised by family members of the deceased, local medical examiners, funeral homes, transportation service providers, law enforcement officials and attorneys; and
3. The Chief Medical Examiner will consult directly with Contractor's pathologists when the peer reviews reveal instances where report content and conclusions do not meet program and professional standards.

REIMBURSEMENT

Per autopsy performed, not to exceed the contract amount, the Division will reimburse the Contractor the statutory fixed cost rates of either \$2,175 as the State's portion when the subject of the autopsy becomes deceased in their county of residence or \$5,800 as payment in full when the subject of the autopsy becomes deceased within the state outside their county of residence, in accordance with N.C.G.S. 130A-389(a1). For instances of shared compensation responsibilities between the County of Residence and the State, the Division will reimburse the Contractor the State's portion (\$2,175) of the fixed cost autopsy fee upon receipt of the Contractor's invoice.

For the remaining fees, the portion attributed to the county of residence the Division will attempt to ensure Contractor is paid an amount equal to the statutory reimbursement rates for each autopsy by either billing the appropriate county and directing it to pay the Contractor or initiating payment by the state pursuant to N.C.G.S. 130A-389(a1) upon accepting a completed autopsy report.

The Contractor's invoice must include an itemization of the number of autopsies performed. The itemization may be an attached document but it must include the following information:

- Decedent's Legal Name
- Date of Autopsy

Invoices should be submitted no less than monthly. Failure to include the required itemization information with the invoice will delay receipt of payment.

LINE ITEM BUDGET**This begins the line item budget for year 1**

Budget Detail - Year 1			
Category	Item	Narrative	Amount
Salary\Wages			\$0.00
Fringe Benefits			\$0.00
Other			\$0.00
Repair and Maintenance			\$0.00
Staff Development			\$0.00
Dues and Subscriptions			\$0.00
Operational Other	Service Payments	<p>Contractor performs medical legal autopsies for the NC Medical Examiner system and is paid at a fixed rate as defined by N.C.G.S 130A-389 (a) and N.C.G.S 130A-389 (a1).</p> <p>The contract is currently budgeted for 440 autopsies.</p> <p>\$2,175 per autopsy x 440 autopsies = \$957,000.</p>	\$957,000.00
Subcontracts and Grants			\$0.00

Budget Detail - Year 1			
Category	Item	Narrative	Amount
Match			\$0.00
Cost Per Service			\$0.00
Sub Total			\$957,000.00
Indirect Cost			\$0.00
Total Budget			\$957,000.00

Subcontracting and Grants Budget Detail - Year 1			
Category	Item	Narrative	Amount
			\$0.00
Sub Total			\$0.00

Salaries - Year 1								
Persons	Position or Title	Annual Salary	Hourly Rate	Months	Work %	Fringe Amount Total	Fringe Percent Total	Total
0		\$0.00	0.0000	0	0%	\$0.00	\$0.00	\$0.00

STATE CERTIFICATIONS

Note: For the purposes of this document, references to the "Contractor" are references to the grantee/directed grant recipient.

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
- 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):
<https://ethics.nc.gov/media/242/download?attachment>
- G.S. 105-164.8(b):
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
- G.S. 143-59.1:
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
- G.S. 143-133.3:
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

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

(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: Union County

Contractor's
Authorized Agent: Signature DocuSigned by: Brian W Matthews 924F55F8F5F1E89 Date 06/20/24 | 10:04 AM EDT
Printed Name Brian W Matthews Title County Manager

Witness: Signature DocuSigned by: Michelle Lancaster 814A870D4BBC438 Date 06/13/24 | 1:25 PM EDT
Printed Name Michelle Lancaster Title Management Consultant

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