

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of _____, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 North Main Street, Monroe, NC 28112, hereinafter "Union," and MASTERWORD SERVICES, INC., a Texas corporation authorized to do business in the State of North Carolina, whose address is 303 Stafford Street, Houston, TX 77079 hereinafter "Contractor."

W I T N E S S E T H

WHEREAS, Union desires that Contractor perform certain language interpreting services; and

WHEREAS, Contractor is willing to perform such services as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. SERVICES PERFORMED. Contractor agrees to perform the services as set forth in the attached Exhibit A, Union's RFP #2025-021, "Language Interpretation and Translation Services, which Exhibit A is incorporated herein by reference (hereinafter the "Services"), in accordance with the terms of this Agreement.

2. FEE AND PAYMENT SCHEDULE. Union shall pay Contractor in accordance with the attached Exhibit B, Price Form, for performance of the Services. Contractor shall invoice Union on a monthly basis for Services performed, or upon such other schedule as may be agreed upon by the parties. Payment is due within thirty (30) days of receipt of an accurate invoice by Union's Finance Division. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

3. TERM AND TERMINATION. The Effective Date is the date of mutual execution of this Agreement. This Agreement shall have a term of two (2) years (the "Initial Term"). Upon completion of the Initial Term, Union may, in its sole discretion, elect to renew this Agreement for up to three (3) additional one-year terms, each a "Renewal Term," upon written notice to the Contractor. Union may terminate this Agreement at any time, without cause, upon provision of ten (10) days' written notice to Contractor. In the event of termination without cause, Contractor shall be paid for services performed to the date of notification of termination by Union.

4. OWNERSHIP OF DOCUMENTS. All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement ("the Documents"), shall be the property of Union. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the "Act"), and that this Agreement and all attachments hereto (excepting Exhibit B), as well as any of the Documents as defined herein, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying. To the extent consistent with the Public Records Act, Union shall maintain the confidentiality of Exhibit B. If a request is made to view Exhibit B, Union will notify Contractor of the request and of the date that such Exhibit B will be released to the requester unless Contractor

obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, Union will release the requested information on the date specified.

5. INSURANCE. The attached Attachment A to the Contract Addendum is incorporated herein by reference.

6. INDEMNIFICATION. Contractor agrees to protect, defend, indemnify and hold Union, 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 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.

7. DECLARATION BY CONTRACTOR. Contractor declares that Contractor has complied with all federal, state and local laws regarding the location and operation of Contractor's business and regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

8. FEDERAL, STATE, AND LOCAL TAXES. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

9. NOTICE TO CONTRACTOR REGARDING ITS TAX DUTIES AND LIABILITIES. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

10. FRINGE BENEFITS. Because Contractor is engaged in Contractor's own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union.

11. UNION NOT RESPONSIBLE FOR WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by Union concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

12. NO AUTHORITY TO BIND UNION. Contractor has no authority to enter into contracts or agreements on behalf of Union. This Agreement does not create a partnership or any form of agency between the parties.

13. ASSIGNMENT. Neither Union nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment

shall release or discharge the assignor from any duty or responsibility under this Agreement.

14. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

15. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

16. APPLICABLE LAW AND JURISDICTION. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this Agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

17. COMPLETE AGREEMENT. This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties, or their respective successors in interest.

18. SEVERABILITY. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties.

19. CONTRACT ADDENDUM. The attached Contract Addendum at its associated attachments are incorporated herein by reference.

20. AUTHORITY. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

21. 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. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union to terminate this Agreement, without penalty, upon notice to Contractor.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals, and have caused this Agreement to be duly executed, this the day and year first above written.

UNION COUNTY

By: _____ (SEAL)
Brian W. Matthews, County Manager

MASTERWORD SERVICES, INC.

By: _____ (SEAL)

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

Approved as to Legal Form: CAM

Deputy Finance Officer

Exhibit A



Request for Proposal No. 2025-021

Language Interpretation and Translation Services

Due Date: April 29, 2025
Time: 10:00 AM Local Time
Submittal Location: Electronic Submission (Refer to Section 2.2)

Non-Mandatory Pre-Submittal Conference

Date: April 11, 2025
Time: 10:00 AM Local Time
Location: Virtual Meeting (Refer to Section 2.3)

Procurement Contact:

Vicky Watts, CLGPO
Senior Procurement Specialist
704.283.3601
vicky.watts@unioncountync.gov

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1 NOTICE OF ADVERTISEMENT

Union County, North Carolina Request for Proposals No. 2025-021 Language Interpretation and Translation 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 29, 2025.**

Union County, North Carolina, through Human Services Business Operations, is seeking proposals from qualified vendors to provide language interpretation and translation services.

This solicitation follows the Uniform Administrative Requirements (UG), Cost Principles, 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.

The solicitation may be examined at the Union County Government Center, Procurement and Contract Management Department, 500 North Main Street, Suite 709, Monroe, NC 28112, Monday through Friday between the hours of 8:00 am and 5:00 pm. 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 Non-Mandatory, Virtual Pre-Proposal Conference will be held on **April 11, 2025 at 10:00 AM Local Time.** Representatives from Union County will be on-hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

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) no later than **April 15, 2025 at 3:00 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 29, 2025 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 accepted size is 30 MB. A delivery notification email, from 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 11, 2025 at 10:00 AM Local Time** at the link below. Representatives from Union County 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

[Join the meeting now](#)

Meeting ID: 256 320 205 657

Passcode: gD7Qe75q

2.4 PROPOSAL QUESTIONS

Proposal questions will be due on or before **April 15, 2025 at 3:00 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 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 257,682) 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 NOTICE OF FEDERAL FUNDING

This solicitation follows the Uniform Administrative Requirements (UG), Cost Principles, 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.

3.3 PURPOSE

Union County is seeking proposals from interested and qualified vendors to provide Over-the-Phone (OPI), Video Remote Interpretation (VRI) and written translation services for foreign language interpretation. These services are needed in order to ensure that the Department's limited English proficient customers are able to obtain access to available programs and benefits without barriers. The successful Vendor will demonstrate the capacity to provide foreign language interpretation and translation services using qualified personnel in the target languages identified within the applicable time constraints.

4 SCOPE OF WORK

This solicitation will consist of performing all work, and providing all labor, materials, tools, equipment and transportation necessary to provide Over the Phone interpretation (OPI) and Video Remote Interpretation (VRI) in the target languages, including American Sign Language (ASL)

through any and all requested phases of a claimant's interaction with Union County. In some cases, associated document translation may also be requested. OPI, VRI and written translation services will be utilized strictly on an as-needed basis, with no minimum amount of work guaranteed under any contract resulting from this RFP.

1. Language interpretation and associated document translation should be conducted so as to faithfully and accurately convey the meaning of the source language. Interpretations should reflect the style, register and cultural context of the source message without omissions, additions or embellishments.
2. Vendor must be able to provide (at a minimum) OPI, VRI and Document Translation Services for all languages/dialects listed in Section 11, Appendix D – Language Requirements and VRI for American Sign Language (ASL).
3. Only proposals from companies established in the foreign language interpretation business and qualified to handle accounts of this size will be considered. Three (3) years minimum experience is required. Prior to award, Union County reserves the right to investigate a Vendor's ability to fulfill the requirements of the contract.

4.1 CONFIDENTIALITY STATEMENT

Vendor must possess a signed and dated Confidentiality Statement for each interpreter, either employed or contracted, prior to that interpreter providing service under the Contract. Provide a sample copy of your Vendor's Confidentiality Statement with proposal.

4.2 INTERPRETER OPERATIONAL REQUIREMENTS

1. The interpreter will remain neutral in the conversation unless prompted by the customer with additional instructions.
2. The interpreter will speak in the first (1st) person.
3. The interpreter will use the utmost courtesy when conversing with the customer and/or the client.
4. The interpreter will refrain from entering into a disagreement with the customer and/or the client.
5. The interpreter will accurately interpret the client's statements and relay the message in its entirety with the meaning preserved throughout the conversation. Information will not be edited or deleted, which may erroneously change the meaning the of the client's statements.
6. All conversations, interpretations, or translations will remain confidential and will not be shared with individuals unrelated to the call or translation. Calls must only be recorded for Quality Assurance and training purposes.
7. The translator will provide accurate (reflect the meaning correctly), effective (provide the intended effect on the reader), and impartial (unbiased) services.

4.3 OVER-THE-PHONE INTERPRETATION (OPI) SERVICES

OPI services must meet and/or exceed the following requirements.

- Regularly and continuously engaged in the business of providing multilingual Over-the-Phone Interpretation (OPI) services for at least three years.
- Have a language proficiency certification procedure in place to verify competency as a condition of employment as an interpreter.
- Possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.
- Capable of providing the County instant access to an interpreter. Connection time is not to exceed 10 seconds for Spanish and not to exceed 15 seconds for all languages.
- Have capability of providing at a minimum the languages outlined in Section 11, Appendix D – Language Requirements.
- Maintain Interpretation services capability 24 hours per day, seven days per week.
- Maintain an adequate number of available interpreters in the most often accessed languages to maintain minimum connection time requirements.
- Provide a live operator option.
- Have an established telephone redundancy system to ensure the County's residents and employees receive uninterrupted services in case of system or power failure.
- Provide complete transition and training services to County at no additional cost.
- Work with the County to identify and/or modify equipment required to deliver multilingual interpretation services efficiently and effectively at no additional charge.

4.4 VIDEO REMOTE INTERPRETING (VRI) SERVICES

In addition all languages/dialects listed in Section 11, Appendix D – Language Requirements, the Vendor must provide video conferencing technology to connect a deaf or hard-of-hearing person with an American Sign Language (ASL) interpreter remotely, facilitating communication.

VRI must provide real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication. VRI must provide sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of body position. VRI must also provide a clear, audible transmission of voices.

4.4.1 EQUIPMENT

1. Contractor must provide all necessary equipment and software required. Union County requests the option to purchase software license, if needed.
2. Contractor must have all necessary equipment installed and functioning to provide the services required in the resulting contract.
3. Contractor must have telephone terminal equipment with expansion capabilities to accommodate an increase in call volume, as needed.
4. Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.
5. Contractor's telephone terminal and VRI equipment must be capable of collecting the detailed call traffic information needed to produce the reports and invoice details required by the contract.
6. Outbound calls and/or third-party calls will be required of the Vendors under the resulting Master Agreement. Vendors shall not charge for these calls.
7. Contractor agrees that no interpretation work by wireless communication device shall take place in a moving vehicle if the interpreter is the driver. This strict prohibition is intended to avoid driver distractions, accidents, risks to others, and lack of interpreter focus on the interpretation work itself. In addition, background noise such as traffic, barking dogs, crying babies, wind, and other people carrying on nearby conversations is a distraction to others on the phone and interpretation work should not proceed when any participant cannot hear due to the background noise and requests the interpreter to relocate to a quiet area. Subject to contract cancelation and other penalties, any interpretation conducted on a wireless device, whether texting or oral, is prohibited under this contract if conducted in a moving vehicle when the interpreter is the driver. To be clear, this prohibition shall also apply in states with laws addressing cell phone use and/or texting while driving and applies to all drivers involved with manually or orally typing; or entering multiple letters, numbers, symbols or other text in a wireless communication device; or sending or reading data in the device, for the purpose of oral or non-voice interpersonal communication, including texting, emailing, and instant messaging. Vehicles equipped with Bluetooth devices and dash mounted phones are not an exception to this prohibition. Interpreters must not be driving in a moving vehicle when conducting interpretations.

4.5 WRITTEN TRANSLATION SERVICES

These services include but not limited to the following:

- Provide written translation services (from English to another language or vice versa).
- Translation services shall be provided at the Contractor's work site or in other locations as mutually agreed.
- Provide document translations for use in an electronic format.

- Work with the County to maintain accurate documentation of English and second language translations in an archive format.
- Transfer translations electronically in a secure format.
- Contractor shall be able to provide translation of documents and other written materials within one (1) to four (4) days (96 hours) after receiving a request from Union County.

4.6 DELIVERABLES AND REPORTS

Contractor shall submit, at no additional cost, monthly reports of services rendered. **The County prefers an online method for reports.** These reports must include, but not be limited to:

4.6.1 CALL DETAIL – INTERPRETATION SERVICE

- Language requested
- Caller contact information (including, but not limited to, Access Code, Personal Code, such as a phone extension or a worker number, or other identifying code, if available, and department or agency requesting such service)
- Date and Time of the Call
- Call Start and End Time
- Connection Time to Interpreter
- Interpreter Number
- Rate Code or Rate
- Minutes Per Call
- Total Charge per Call

4.6.2 MONTHLY CALL SUMMARY REPORT – USAGE BY LANGUAGE

- Language requested
- Total Minutes Per Language
- Total Calls Per Language
- Average Length of Call Per Language
- Percentage of Total Minutes Per Language
- Average Interpreter Connect Time (seconds) per Language
- Total Charge Per Language

4.6.3 MONTHLY CALL SUMMARY REPORT – USAGE BY LANGUAGE

- Total Calls per Department
- Percentage of Calls per Department
- Details of Languages Requested per Department
- Percentage of Language Usage per Department
- Percentage of Total Minutes per Department
- Percentage of Total Charges per Department

4.6.4 WRITTEN TRANSLATION DETAIL

- Language requested
- County contact information (including, but not limited to, Access Code, Personal Code, such as a phone extension or a worker number, or other identifying code, if available, and department or agency requesting such service)

- Date and Time of Request
- Translation Personnel
- Rate
- Number of Words Translated
- Total Charge

In addition to the standard reports described above, Contractor agrees to provide ad hoc reports upon request.

4.7 INVOICING

1. Contractor must only invoice for the time that interpreter service is provided. Time required establishing the language service needed and/or connection time to the appropriate interpreter will not be chargeable. Billing of the interpretation period starts when the interpreter answers and begins interpreting. The interpretation period is ended when the interpreter has been disconnected from both the customer and the client.
2. Invoices will be prepared at the end of every calendar month and delivered to the customer no later than the 15th day of the calendar month immediately following the month under invoice.
3. Interpreter Services: Invoices will reflect billing increments of one-tenth of one minute. For any period of time which falls between tenths of a minute, Contractor will round up to the next tenth of a minute. One-tenth of one minute is defined as six seconds.
4. Written Translation Services: Invoices will reflect per word billing increments.
5. The minimum billable charge shall be equal to a one minute charge at the rate of the language for which interpreter service is provided.
6. Invoices must contain the following information, either within the invoice or as an attachment to the invoice, at a minimum:
 - a. Union County Contract number;
 - b. Date of invoice;
 - c. Contractor name and address;
 - d. Customer account number and Department name/program;
 - e. Billing period;
 - f. Interpreting modality (OPI, VRI, or Document Translation);
 - g. Interpreter's name or other identifying information/number;
 - h. Date and time of each interpreter or translation service occurrence provided;
 - i. Interpreted language associated with the call or translation;
 - j. Duration of the interpreter service provided, measured in tenth of a minute increment;
 - k. Contract rate per minute for interpretation and per word for translation;
 - l. Interpreter Connection Time;
 - m. Total number of calls interpreted, or documents translated;

- n. Total number of billable interpretation minutes or words translated;
- o. Total number of “no interpreter available” calls;
- p. Percentage of calls connected in 30 seconds or less;
- q. Total number of calls resulting in interpreter connection times of greater than 60 seconds;
- r. Total number of dropped calls between the time the call is answered by an automated attendant or live operator and the time an interpreter is online;
- s. Total dollar amount due; and
- t. Any applicable prompt payment discount(s) available.

4.8 CUSTOMER SUPPORT

1. Contractor must provide toll-free access to interpreter services from anywhere in the United States, 365-days a year, 7-days a week, 24-hours a day.
2. Provide point of contact for customer service;
3. Provide procedures for after-hours support; and
4. Describe the process for addressing issues including problem reporting, assignments, escalation, and resolution.

4.9 INSTRUCTIONAL MATERIALS

1. Contractor must provide instructional materials at no additional charge to assist end users in accessing the services that will be provided under the Contract. Materials should include language identification materials such as “I Speak” cards and procedural information for accessing the services.
2. Instructional materials must also include informational language posters for the public indicating interpretation and translation services are available and free of charge. The informational language posters for the public must include (at minimum) the most frequent languages utilized by each Participating State to be identified in each state’s Participating Addendum.
3. Sample informational posters must be provided to customers for approval and possible editing free of charge in order to suit local languages/needs.
4. Instructional materials must be readily available to all customers, at no cost, throughout the term of the Contract.

4.10 CUSTOMER SATISFACTION SURVEY

Service Providers shall include a sample of any Customer Satisfaction Surveys they currently do for other existing customers, and show us how their follow-up corrective action mechanism works for any issues identified in the course of these Surveys.

4.11 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.*

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** – Description of Proposed Services
- **Section D** – Key Staff
- **Section E** – Implementation Plan and Schedule
- **Section F** – Credentials
- **Section G** – References
- **Section H** – 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's 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.
- Explain how your organization ensures the personnel performing the services are qualified and proficient.
- 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 Vendor'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.
- 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 – DESCRIPTION OF PROPOSED SERVICES

Describe in detail how the overall services for Over-the-Phone, Video Remote Interpreting, and Written Translation will meet or exceed each requirement as outlined in the Scope of Services. At a minimum, the following must be included:

- Explain any special resources, procedures, or approaches that make the services of Vendor responsive to meeting the minimum qualifications and requirements of the RFP particularly advantageous to the County.
- Identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this RFP.
- Provide sample of current confidentiality statement currently utilized. (Section 4.1)
- Describe in detail the equipment and software that will be utilized for this service. (Section 4.4.1)
- Provide a sample report of services rendered. (Section 4.6)
- Describe customer support services. (Section 4.8)
- Describe available instructional materials. (Section 4.9)
- Provide sample of a customer satisfaction survey. (Section 4.9)

5.2.4 SECTION D – KEY STAFF

- Provide a list of staff, including job title and years of employment, who will perform the work on this project and indicate the functions that each will perform.
- Include educations background and related experience on similar projects.

5.2.5 SECTION E – IMPLEMENTATION PLAN AND SCHEDULE

The Implementation Plan and Schedule should provide a clear picture of what the County can expect, and when to expect it, upon execution of a contract.

5.2.6 SECTION F – CREDENTIALS

Provide proof of any permits, licenses, and/or professional credentials necessary to perform services as specified in this RFP.

5.2.7 SECTION G – 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:

- Name of Company/Government Entity
- Address
- Project Name
- Contact Name and Title
- Phone Number
- Email Address
- Length of Service

5.2.8 SECTION H – REQUIRED FORMS

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

- Appendix A – Cost Proposal
- Appendix B – Proposal Submission Form (signed)
- 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 and Experience	35%
Proposed Services and Implementation	40%
Compliance with Submittal Requirements	15%
Price Proposal	10%

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.

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 two (2) years with three (3) 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 COST ADJUSTMENTS

The Unit Pricing for the Initial Term shall be based upon the response to this solicitation. However, the Unit Pricing for any Renewal Term may be adjusted at the beginning of such Renewal Term by multiplying the Unit Pricing effective in the previous term by the quotient of the All Urban Consumers Price Index (CPI-U) (South Region), Others Goods and Services, with the Index Period of 2025-2030 as published by the Bureau of Labor Statistics, United States Department of Labor, in effect ninety (90) days prior to the commencement date of the new Renewal Term divided by such CPI in effect for the same month one (1) year prior to such date. However, any Unit Pricing increase pursuant to the previous sentence shall be capped at a five percent (5%) increase from one term to the next. Any such Unit Pricing adjustment for a Renewal Term must be requested by the Vendor or County within thirty (30) days from the date of the County's notice of its exercise of an option to renew the Contract for a Renewal Term.

7.4 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.

7.5 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.

7.6 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 120 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 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

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

\$1,000,000 Claims Made

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

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
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.

7.13 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.

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8 APPENDIX A – COST PROPOSAL

RFP 2025-021 Language Interpretation and Translation 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. Refer to Section 7 Evaluation Criteria and Selection Process.

Please complete the following price proposal form in its entirety as specified. No minimum quantities are guaranteed. Do not write in exceptions. All exceptions should be submitted on or before the question deadline of April 15, 2025 at 3:00 PM local time.

Description	Spanish	Russian	Ukrainian	Portuguese	American Sign Language
Over the Phone Interpretation (Per Minute)	\$	\$	\$	\$	n/a
Video Remote Interpretation (Per Minute)	\$	\$	\$	\$	\$
Written Interpretation (Per Word)	\$	\$	\$	\$	n/a

If there are additional costs that may be charged, please specify in the space below:

Description	Cost
Software License Purchase	

9 APPENDIX B – PROPOSAL SUBMISSION FORM

RFP 2025-021 Uniform Rental 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 2025-021 Uniform Rental Service

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 and/or 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: _____

11 APPENDIX D – LANGUAGE REQUIREMENTS

RFP 2025-021 Uniform Rental Service

DO NOT SUBMIT WITH PROPOSAL

Afrikaans	Gaddang	Luxembourgeois	Samoan
Akan	Gaelic	Maay	Sango
Albanian	Garre	Macedonian	Serbian
Amharic	Georgian	Malagasy	Shanghainese
Arabic	German	Malay	Sichuan
Armenian	Greek	Malayalam	Sicilian
Ashante	Gujarati	Malinka	Sindhi
Assyrian	Haitian Creole	Maltese	Sinhalese
Azerbaijani	Hakka	Mam	
Azeri	Hakka - China	Mandarin	Slovak
Bajuni	Hassaniyya	Mandingo	Slovenian
Bambara	Hebrew	Mandinka	Somali
Basque	Hindi	Maninka	Soninke
Behdini	Hmong	Marshallese	Soprani
Belarussian	Hokkien	Mien	Sorani
Bengali	Hudanese	Mina	Spanish
Bosnian	Hungarian	Mirpuri	Sudanese
Bulgarian	Ibanag	Mixteco	Sudanese Arabic
Burmese	Ibo	Moldavian	Susu
Cantonese	Icelandic	Mongolian	Swahili
Catalan	Igbo	Montenegrin	Swedish
Chaldean	Ilocano	Moroccan-Arabic	Sylhetti
Chaochow	Indonesian	Navajo	Tagalog
Chavacano	Inuktitut	Neapolitan	Taiwanese
Cherokee	Italian	Nepali	Tajik
Chin	Jakartanese	Nigerian Pidgeon English	Tamil
Chuukese	Japanese	Norwegian	Telugu
Cree	Javanese	Nuer	Thai
Croatian	Kanjobal	Oromo	Tibetan
Czech	Karen	Pahari	Tigre
Danish	Kasmiri	Pampangan	Tigrinya
Dari	Kazakh	Pangasinan	Toishanese
Dinka	Khmer (Cambodian)	Pashto	Tongan
Diula	Kinyarwanda	Patois	Tshiluba
Dutch	Kirghiz	Pidgin English	Turkish
Estonian	Kirundi	Polish	Twi
Ewe	Korean	Portugese Creole	Ukranian
Farsi (Persian)	Kosovan	Portuguese	Urdu
Fijian Hindi	Krio	Pothwari	Uyghur
Finnish	Kurdish	Pulaar	Uzbek
Flemish	Kurmanji	Punjabi	Vietnamese
French	Laotian	Putian	Visayan
French Canadian	Latvian	Quichua	Wenzhou
Fukienese	Lingala		Wolof
Fula	Lithuanian	Romani, Vlach	Yiddish
i	Luganda	Romanian	Yoruba
Fuzhou	Luo	Russian	Yupik

EXHIBIT B

8 APPENDIX A – COST PROPOSAL

RFP 2025-021 Language Interpretation and Translation Services

SUBMIT WITH PROPOSAL

Company Name: MasterWord Services, Inc.

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. Refer to Section 7 Evaluation Criteria and Selection Process.

Please complete the following price proposal form in its entirety as specified. No minimum quantities are guaranteed. Do not write in exceptions. All exceptions should be submitted on or before the question deadline of April 15, 2025 at 3:00 PM local time.

Description	Spanish	Russian	Ukrainian	Portuguese	American Sign Language
Over the Phone Interpretation (Per Minute)	\$ 0.98	\$ 1.17	\$ 1.17	\$ 1.17	n/a
Video Remote Interpretation (Per Minute)	\$ 1.58	\$ 1.64	\$ 1.64	\$ 1.64	\$ 2.05*
Written Interpretation (Per Word)	\$ 0.137	\$ 0.137	\$ 0.175	\$ 0.175	n/a

If there are additional costs that may be charged, please specify in the space below:

Description	Cost
Software License Purchase	Waived
OPI/VRI: Calls are billed per minute; fractions of a minute will be rounded to the next whole minute. Billing starts when interpreter answers and ends once interpreter or customer disconnects.	
Specialized Services to be quoted upon request: Specialized services include, but are not limited to; legal interpreters and other services requiring subject-matter expertise. These services shall be scheduled in advance to ensure interpreter availability. *Does not include CDI services.	
Spanish and ASL VRI calls are available on-demand 24/7/365. Other languages On-Demand VRI services are available Monday through Friday between 7:00 am and 7:00 pm CST.	
Translation: A 50% Rush fees may apply if Client requests a service to be performed on an urgent basis. Project Management is charged at 10% of the total service order charged.	
Translation Minimums: A minimum charge (cost per order) of \$50 shall apply to each translation order.	

Additional Terms of Services apply to the rates above. All other languages will be quoted upon request.

EXHIBIT C

INSURANCE REQUIREMENTS

I. BASIC INSURANCE REQUIREMENTS. 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, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION

Statutory (coverage for three or more employees) limits 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

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

D. PROFESSIONAL LIABILITY

\$1,000,000	Claims Made
-------------	-------------

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

II. 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 RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

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 North Main Street, 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: Human Services
Contract #: 9838
- 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
Attention: Risk Manager
500 North Main Street
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.

CONTRACT ADDENDUM

This Addendum shall modify and supersede as indicated certain terms and provisions of the agreement between UNION COUNTY (the "County") and MASTERWORD SERVICES, INC. ("Contractor"), dated _____ for the provision of language interpreting 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:

- ☒ The Agreement and any exhibits or attachments identified therein.
- ☒ This Addendum
- ☒ Attachment A: General Terms and Conditions
- ☒ Attachment C: Combined Federal Certification Regarding Drug-Free Workplace Requirements and Certification Regarding Nondiscrimination
- ☒ Attachment D: Conflict of Interest Policy
- ☒ Attachment E: No Overdue Taxes
- ☒ Attachment I: HIPAA Business Associate Addendum
- ☒ Attachment J: Certification Regarding Transportation
- ☒ Attachment K: IRS Federal Tax Exemption
- ☒ Attachment M: Contractor's Tax ID Number
- ☒ Attachment N: State Certification: Contractor Certifications Required by North Carolina Law
- ☒ 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 ☒ 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	Ashley Lantz Division Director, Social	Name & Title	Jackie Morgan Business Operations Department Director
Services			
County	Union County Consolidated	County	Union County Consolidated
Human		Human	
	Services Agency		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	704-296-4825		
Fax	704-296-6151		
Email			
	Jackie.morgan@unioncountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Ludmila Golovine CEO	Name & Title	Ludmila Golovine CEO
Company Name	MasterWord Services Inc.	Company Name	MasterWord Services, Inc.
Mailing Address	303 Stafford St.	Street Address	303 Stafford St.
City State Zip	Houston, TX 77079	City State Zip	Houston, TX 77079
Telephone	281-589-0810		
Fax			
Email	contracts@masterword.com		

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

The total amount paid by the County to the Contractor under this contract shall not exceed 200,000.00. This amount consists of:

- ☒ Federal funds. Amount, or percentage, & CFDA# if known: 49%
☒ State funds. Amount, or percentage, if known: 30%
☒ County funds. Amount, or percentage, if known: 21%
☐ Other: _____. Amount, or percentage, if known: ____

Matching Requirements from Contractor:

- ☒ 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.

MASTERWORD SERVICES, INC.

(Printed/Typed Name and Title)

DATE: _____

UNION COUNTY

Brian Matthews, County Manager

DATE: _____

Approved as to Legal Form CAM

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) **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.
- (d) The insurance coverage minimums specified in subparagraph (a), (b), and (c) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a), (b), and (c) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a), (b), and (c) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a), (b), and (c). The County Risk Manager shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a), (b), and (c) 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), (b), and (c). The County Risk Manager shall be the sole judge of whether such a waiver should be granted.
- (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
- (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
- (l) Before commencement of any work or event, Contractor shall provide a certificate of insurance in satisfactory form as evidence of the insurances required above.
- (m) 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.
- (n) Contractor shall have no right of recovery or subrogation against Union County (Including its officers, agents and employees).
- (o) 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.
- (p) 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.
- (q) 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.
- (r) 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.
- (s) Certificate Holder shall be listed as follows:
Union County
Attn.: Risk Manager
500 North Main Street, Suite #130
Monroe, NC 28112
- (t) 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.
- (v) The Certificate of Insurance should note in the Description of Operations the following:
Department: CHSA
Contract: 9838
- 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.

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.

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. 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

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

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 - [] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

- [] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Title

MasterWord Services, Inc.

Contractor Name

Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. 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.

II. Certification Regarding Drug-Free Workplace Requirements

1. 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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. 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:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) 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)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. 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
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

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

III. Certification Regarding Environmental Tobacco Smoke

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

The 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 that contain provisions for children's services and that all subgrantees shall certify accordingly.

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

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

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

V. Certification Regarding Lobbying

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

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

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

(Approved by OMB 0344-0046)

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

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

ATTACHMENT D

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of _____

County _____

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

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public

My Commission expires _____, 20 ____

.....
INSTRUCTIONS FOR ORGANIZATION:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

MasterWord Services, Inc
Name of Organization

Signature of Organization Official

Conflict of Interest Policy Example

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

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

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

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

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

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

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

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

governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

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

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

Approved by:

Name of Organization

Signature of Organization Official

Date

ATTACHMENT E – No Overdue Tax Debts

Instructions: Grantee/Contractor should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should 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: State Agency Head and Chief Fiscal Officer

Certification:

We certify that MasterWord Services, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

[Name of Board Chair] and [Name of Second Authorizing Official] being duly sworn, say that we are the Board Chair and [Title of the Second Authorizing Official], respectively, of [insert name of organization] 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: _____

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:
NCGrants@osbm.nc.gov-(919)807-4795

¹ 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 I
UNION COUNTY CONSOLIDATED HUMAN SERVICES AGENCY HIPAA BUSINESS ASSOCIATE
ADDENDUM

This Agreement is made effective the ____ day of _____, 20____, by and between UNION COUNTY ("Covered Entity") and MASTERWORD SERVICES, INC. ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- (a) Covered Entity and Business Associate are parties to a contract for language interpretation and translation services dated _____, 20____ (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- (b) The Union County Consolidated Human Services Agency is an organizational unit of Covered Entity as a health care component for purposes of the HIPAA Privacy and Security Rules.
- (c) The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy and Security Rules.
- (d) The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy and Security Rules provision that a covered entity may disclose electronic protected health information or other protected health information to a business associate, and may allow a business associate to create or receive electronic protected health information or other protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- (a) "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted by 45 CFR 164 Subpart E which compromises the security or privacy of the PHI.
- (b) "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (c) "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- (d) "HITECH Act" means the "Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5).
- (e) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (f) "Privacy and Security Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information set out in 45 CFR part 160 and part 164.

- (g) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (h) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- (i) "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- (j) "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR 164.304.
- (k) "Unsecured Protected Health Information" shall have the same meaning as the term as the term "unsecured protected health information" in 45 CFR 164.402.
- (l) Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy and Security Rules.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- (a) Business Associate agrees to not use or disclose Electronic Protected Health Information or other Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Electronic Protected Health Information and other Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, other than as provided for by this Agreement, as required by the Privacy and Security Rules. Business Associate shall review and modify its security measures and safeguards to continue provision of reasonable and appropriate protection of Electronic Protected Health Information, and update documentation of such security measures.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Electronic Protected Health Information or other Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity (i) any use or disclosure of Electronic Protected Health Information or other Protected Health Information not provided for by this Agreement of which it becomes aware and (ii) any Security Incident or Breach of which it becomes aware.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information and/or other Protected Health Information received from, or created, received or transmitted by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of Covered Entity, to Electronic Protected Health Information and other Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (g) Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Electronic Protected Health Information and other Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.

- (h) Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures concerning Electronic Protected Health Information and other Protected Health Information, relating to the use and disclosure of Electronic Protected Health Information and other Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Union County Consolidated Human Services Agency, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
- (i) Business Associate agrees to document such disclosures of Electronic Protected Health Information and other Protected Health Information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of Electronic Protected Health Information and other Protected Health Information by Business Associate or its agents, including subcontractors, in accordance with 45 CFR 164.528 and Section 13405(c)(3) of the HITECH Act, and to provide this information to Covered Entity or an individual to permit such a response.
- (j) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional requirements of the Privacy and Security Rules as applicable to Business Associate, including specifically, but not limited to, the requirements of 45 CFR 164.308, 164.310, 164.312, and 164.316.
- (k) Following the discovery of a breach of security for unsecured Protected Health Information subject to this Agreement, Business Associate shall notify Covered Entity of the breach pursuant to 45 CFR 164.410 and Section 13402 of the HITECH Act, and shall include in the notification the information required by those provisions. Business Associate shall cooperate fully with and provide any information requested by Covered Entity in the Covered Entity's breach analysis procedures, including risk assessment. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known, or reasonably should have been known, to Business Associate to have occurred. Business Associate shall provide notification to Covered Entity without unreasonable delay, and in no event less than 30 calendar days after discovery of a breach by Business Associate.
- (l) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate.
- (m) Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information except as specifically authorized by the Contract and by the HITECH Act Section 13405(d) and its implementing regulations.
- (n) Business Associate shall not engage in any communications within the definition of "marketing" in the HITECH Act except as authorized by the Contract and by the HITECH Act and its implementing regulations.

4. PERMITTED USES AND DISCLOSURES

- (a) Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Electronic Protected Health Information and other Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:

- (1) would not violate the Privacy and Security Rules if done by Covered Entity; or
- (2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- (b) Business Associate may use and disclose Protected Health Information subject to this Agreement only if such use or disclosure is in compliance with each applicable requirement of 45 CFR 164.504(e) pursuant to the HITECH Act.
- (c) Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Electronic Protected Health Information and other Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (d) Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Electronic Protected Health Information and other Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - (1) disclosures are Required By Law; or
 - (2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (e) Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Electronic Protected Health Information and other Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (f) When using or disclosing PHI or when requesting PHI from a covered entity or other business associate, Business Associate must make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.
- (g) Notwithstanding the foregoing provisions, Business Associate may not use or disclose Electronic Protected Health Information or other Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- (a) Term. This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - (3) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - (4) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - (5) If neither termination nor cure is feasible, report the violation to the Secretary as

provided in the Privacy and Security Rules.

(c) Effect of Termination.

- (1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Electronic Protected Health Information and other Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Electronic Protected Health Information and other Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Electronic Protected Health Information or other Protected Health Information.
- (2) In the event that Business Associate determines that returning or destroying the Electronic Protected Health Information or other Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Electronic Protected Health Information and other Protected Health Information and limit further uses and disclosures of such Electronic Protected Health Information and other Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Electronic Protected Health Information and other Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- (a) This Agreement amends and is part of the Contract.
- (b) Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- (c) In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy and Security Rules shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy and Security Rules.
- (d) A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

SIGNATURES:

MASTERWORD SERVICES, INC.:

(Signature)

(Date)

(Printed Name & Title)

UNION COUNTY:

Brian W. Matthews, County Manager

(Date)

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 Department 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

Title

MasterWord Services, Inc.

Agency/Organization

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]

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 M - CONTRACTOR'S TAX ID NUMBER

Contractor's Tax ID Number is 76-0393601

**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
- 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
- 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: MasterWord Services, Inc.

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

Title

MasterWord Services, Inc.

Agency/Organization

Date

(Certification signature should be same as Contract signature.)