
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 118
OCTOBER 4, 2021
9:00 AM

INVOCATION - Commissioner Toni Stewart

PLEDGE OF ALLEGIANCE -

1. APPROVAL OF AGENDA
2. PRESENTATIONS
 - A. EnerGov Online Services
 - B. COVID-19 Update by Cumberland County Public Health Director Dr. Jennifer Green
3. CONSENT AGENDA
 - A. Approval of September 20, 2021 Regular Meeting Minutes
 - B. Approval of Proclamation for Vocational Placement Career Day for People with Disabilities
 - C. Approval to Pay Prior Year Invoices
 - D. Approval of Budget Ordinance Amendments for the October 4, 2021 Board of County Commissioners' Agenda
 - E. Approval of Cumberland County Board of Commissioners Agenda Session Items
 1. A Model Approach for Change in Child Welfare for Department of Social Services
4. ITEMS OF BUSINESS
 - A. Consideration of Flu Vaccine Fee Increase to Medicaid Rate and Waiving of Administration Fee for the Cumberland County Health Department
5. NOMINATIONS
 - A. Library Board of Trustees (3 Vacancies)
6. APPOINTMENTS
 - A. Board of Adjustment (1 Vacancy)
 - B. Fayetteville Area Convention and Visitors Bureau (FACVB) (3 Vacancies)
7. CLOSED SESSION:
 - A. Personnel Matter(s) Pursuant to NCGS 143-318.11(a)(6)

ADJOURN

WATCH THE MEETING LIVE

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, CO.CUMBERLAND.NC.US. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5

REGULAR BOARD MEETINGS:

October 18, 2021 (Monday) - 6:45 PM
November 1, 2021 (Monday) - 9:00 AM
November 15, 2021 (Monday) - 6:45 PM



**ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL
AFFAIRS**

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 4, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 9/1/2021

SUBJECT: ENERGOV ONLINE SERVICES

BACKGROUND

Cumberland County launched a new online service July 26, 2021, to assist citizens, builders, contractors and businesses with the permitting, planning and inspections process. EnerGov Services and Citizens Self Service (CSS) is a civics software program that allows online submission and management for permits, plans and inspections in the Planning & Inspections and Environmental Health Departments. Fire inspections through the Fire Marshal's office can also be tracked. Planning and Inspections Director Rawls Howard will demonstrate the new online service. Innovation and Technology Services Director Keith Todd will update the Board of Commissioners on next steps. The new EnerGov platform allows citizens to:

- Submit plans electronically for review, tracking and note taking
- Follow the full process of their submitted documents
- Submit applications for pools, wells, septic systems, etc.
- Easily request fire inspections
- Get real-time access online at any time to plans, permits and GIS maps
- Receive email notifications of process status
- Navigate the software's dashboard with easy search features
- Reduce the chance for lost paperwork or a missed appointment
- Reduce phone calls and trips to the office

RECOMMENDATION / PROPOSED ACTION

For information purposes only.

ATTACHMENTS:

Description

Type



Announcing a convenient new service for citizens, builders, businesses, and contractors

ENERGOV SERVICES

Online management for permits, plans, inspections and codes.

Permit Applications

Requesting Inspections

Permit & Inspection Status

Plan Review

- eReviews – Electronic plan submittal for review, tracking, note taking.
- Follow the full review process of your submitted applications.
- Real time access online at anytime to plans, permits, and even GIS maps.
- Easy to navigate dashboard with easy search features.
- Reduces the chance for lost paperwork or a missed appointment.
- Reduction in phone calls and trips to the office.
- Potential for quicker turn-around on permit requests



cumberlandcountync.gov



**ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL
AFFAIRS**

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 4, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 9/27/2021

**SUBJECT: COVID-19 UPDATE BY CUMBERLAND COUNTY PUBLIC HEALTH
DIRECTOR DR. JENNIFER GREEN**

BACKGROUND

Cumberland County Public Health Director Dr. Jennifer Green will provide an update to the Board of Commissioners on COVID-19, including information on booster shots and an event on October 9, 2021, in the parking lot of the Public Health Center, where residents may receive COVID-19 and flu vaccinations, as well as get their dogs and cats vaccinated against rabies.

RECOMMENDATION / PROPOSED ACTION

For information purposes only.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 4, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM:

DATE:

SUBJECT: APPROVAL OF SEPTEMBER 20, 2021 REGULAR MEETING MINUTES



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 4, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 10/4/2021

**SUBJECT: APPROVAL OF PROCLAMATION FOR VOCATIONAL PLACEMENT
CAREER DAY FOR PEOPLE WITH DISABILITIES**

BACKGROUND

A request was received for a proclamation recognizing the 24th day of October as "Vocational Placement Career Day for People with Disabilities" to promote equality in the workplace amongst people with disabilities.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description

Vocational Placement Career Day for People with Disabilities Proclamation

Type

Backup Material

roclamation

WHEREAS, Fireseeds nonprofit organization was established in 2009 and seeks to increase employment among the special needs population in Cumberland County so as not to let their incredible talents go to waste; and

WHEREAS, Fireseeds is committed to empowering people with disabilities and honoring and respecting the value and quality of their lives, lives that are vital to nurturing a healthy-minded community; and

WHEREAS, Fireseeds aspires to cultivate personal development by enabling people with disabilities to become successful and by creating pathways for opportunities so they can feel the dignity conferred by having the ability to support themselves and their families through productive work; and

WHEREAS, Fireseeds recognizes we are at our strongest when we harness the talents and celebrate the distinct gifts of all our people, so let us continue the work of removing obstacles to employment for the special needs population and rededicate ourselves to fostering an inclusive work culture that welcomes the skills and talents of all qualified employees; and

WHEREAS, Fireseeds will establish a platform for the special needs population that will be celebrated annually on the 24th day of October to embrace the talents and skills that individuals with disabilities bring to the workplace and to our Cumberland County community.

NOW, THEREFORE, BE IT RESOLVED, that the Cumberland County Board of Commissioners proclaims the 24th day of October to be

*“Vocational Placement Career Day for People with Disabilities”
and calls on all citizens to promote equality in the workplace amongst people with disabilities.*

Approved this 4th day of October 2021.

*Charles E. Evans, Chairman
Cumberland County Board of Commissioners*



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 4, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 9/15/2021

SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICES

BACKGROUND

There is a period of time after June 30th of fiscal year-end in which transactions of the prior fiscal year will continue to be processed (typically until the third week in August). After that cutoff date has passed, a department may still receive a vendor invoice that is payable for services that were rendered, or goods were received in the prior fiscal year. When that occurs, approval by the Board of Commissioners is required prior to payment. The following departmental invoices meet those criteria:

Department: Sheriff's Office

Vendor: Cintas

Invoice Date: 05/20/2021

Total Amount: \$52.77

Department: Sheriff's Office

Vendor: Grainger

Invoice Date: June 8, 2021

Total Amount: \$34.56

Department: Facilities Management

Vendor: Coverall

Invoice Date: May 1, 2021

Total Amount: \$408.00

Department: Library

Vendor: Amazon

Invoice Date: June 2021

Total Amount: \$1,535.47

RECOMMENDATION / PROPOSED ACTION

Management is requesting approval to pay prior year invoices for the Sheriff's Office totaling \$87.33 and Facilities Management invoices totaling \$408.00 and Library invoices totaling \$1,535.47.

ATTACHMENTS:

Description	Type
Prior Year Invoice - Library	Backup Material
Prior Year Invoice - Facilities Management	Backup Material
Prior Year Invoice - Sheriff's Office	Backup Material

FAITH PHILLIPS
DIRECTOR



VACANT
DEPUTY DIRECTOR

Public Library

MEMORANDUM

To: Vicki Evans, Finance Director

From: Faith Phillips, Library Director

Thru: Fabienne Narron, Administrative Coordinator

Date: September 1, 2021

Subject: Request to pay Old Year invoice to Amazon

The library would like to request payment of the prior year invoices listed in the table below. These invoices were entered into Munis for payment, but deleted with the intention of re-entering the invoice. The invoice was already filed with the processed invoices and not re-entered. To prevent this from happening in the future, invoices that are deleted will be taken out of the processed file immediately and the label and voucher number will be removed from the invoice so it is clear that the invoice was not processed. The library verified through Munis and from a newer Amazon statement that the invoices have not been paid and that they are not duplicates. Documents showing the items were received are also attached. The funds can be taken from the Collection Fees line as we will not be using this service any longer.

Vendor Name	Invoice #	Pre-Tax Amount	Tax	Amount
Amazon	646469654883	\$59.88	\$4.20	\$64.08
Amazon	794497549733	\$114.50	\$8.25	\$122.75
Amazon	465656849655	\$945.02	\$66.14	\$1011.16
Amazon	633957869534	\$85.01	\$5.75	\$90.76
Amazon	467893964789	\$284.05	\$19.89	\$303.94
Amazon	696853878674	\$22.99	\$1.61	\$24.60
Amazon	448339794485	\$306.47	\$21.46	\$327.93
Amazon	997947899439	\$20.00	\$1.40	\$21.40
Amazon	743953838858 CR	(\$431.15)		
Total		\$1,406.77	\$128.70	\$1,535.47



Internal Services Department

Facilities Management Division · Fleet Management Division · Landscaping & Grounds Division

TO: VICKI EVANS, FINANCE DIRECTOR

THROUGH: JEFFERY P. BROWN, INTERNAL SERVICES MANAGER

FROM: JONATHAN BUTLER, FACILITIES & GROUNDS MANAGER

DATE: SEPTEMBER 13th, 2021

A handwritten signature in blue ink, likely belonging to Jonathan Butler, is written over the "THROUGH" and "FROM" lines.

SUBJECT: NON-COMPLIANCE MEMO FOR COVERALL INVOICE FY21

On September 10, 2021, our department received an invoice (7150103648) with a date of 5/01/2021 from Coverall in the amount of \$408.00 that was billed to the wrong department for payment. We have confirmed that this invoice has in fact not been processed and can be absorbed into this current fiscal year's budget line for Janitorial Contracted Services 4118-533301.

We have corrected the billing issue with the vendor and in order to prevent this issue from recurring in the future, I have scheduled a standing meeting with our Administrative Coordinator to review all open POs on July 15th and again on July 30th each year to ensure that invoices are received prior to the fiscal year closeout date.

Thank you in advance for your favorable consideration of this request. If you have any questions, please do not hesitate to contact me.

Fleet Management
426 Mayview Street
Fayetteville, NC 28306
910 321-6963

Facilities Management
420 Mayview Street
Fayetteville, NC 28306
910-678-7699

Landscaping & Grounds
807 Grove Street
Fayetteville, NC 28302
910-678-7560



**Cumberland County
SHERIFF'S OFFICE**
Ennis W. Wright, Sheriff



Internationally Accredited Law Enforcement Agency

MEMORANDUM

TO: VICKI EVANS, FINANCE DIRECTOR

FROM: LISA BLAUSER, SHERIFF'S OFFICE BUSINESS MANAGER

DATE: September 15, 2021

SUBJECT: REQUEST TO PAY PRIOR YEAR INVOICES

Blause

We are requesting payment of two prior year invoices.

Invoice 4084872134 dated May 2, 2021 from Cintas totaling \$52.77 for uniform rentals at the Detention Center was not received by our office until September 14, 2021. We have verified the uniforms were provided and we should pay this invoice from 1014203-522120.

Invoice 9926038689 dated June 8, 2021 from Grainger totaling \$34.56 for socket bits for the Detention Center was not received by our office until September 15, 2021. We have verified the items were received and we should pay this invoice from 1014203-522210.

It appears both invoices were misfiled by our previous Supply Control Officer. The new employee is organizing all files and found these two unpaid invoices. He verified both were valid and forwarded to us for payment. Sufficient funds are budgeted and available in the Detention Center Uniform budget for payment of these invoices.

Please contact our office if any additional information is needed. Thank you for your assistance.



BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 4, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY CANNON, COUNTY MANAGER

DATE: 9/29/2021

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE
OCTOBER 4, 2021 BOARD OF COUNTY COMMISSIONERS' AGENDA**

BACKGROUND

General Fund 101

1) General Government Other – Budget Ordinance Amendment B220599 to recognize Non-Congregate COVID-19 Sheltering funds from the North Carolina Department of Public Safety in the amount of \$80,000

The Board is requested to approve Budget Ordinance Amendment B220599 to recognize Non-Congregate COVID-19 Sheltering funds from the North Carolina Department of Public Safety in the amount of \$80,000. These funds represent sheltering costs for those at-risk or experiencing homelessness or are in need of alternate quarantine/isolation.

Please note this amendment requires no additional county funds.

Community Development Fund 265, Community Development Home Fund 266

2) Community Development Administration, Housing Activities, Public Facilities, Public Services, HOME Administration, HOME Housing Activity - Budget Ordinance Amendment 220772 to recognize additional funding in the amount of \$1,537,602 from the US Department of Housing and Urban Development

The Board is requested to approve Budget Ordinance Amendment B220772 to recognize additional funding the amount of \$1,537,602 from the US Department of Housing and Urban Development. These funds will be used for CDBG Community Development Block Grant Entitlement in the amount of \$17,774, HOME

Investment Partnerships Entitlement \$84,807, and the American Rescue Plan \$1,435,021.

Please note this amendment requires no additional county funds.

REGARDING THE FOLLOWING ITEMS #3-#9 PLEASE NOTE:

Each fiscal year County departments may have projects that have been approved and initiated but were not complete by the fiscal year end (6/30/21) or items ordered that had not been received by fiscal year end. These projects or items were approved in the Fiscal Year 2021 budget; however, the money was not spent by June 30, 2021.

The following amendments seek to bring those funds forward from FY 2021 into the current fiscal year, allowing departments to complete and pay for these projects and items. These revisions are not using 'new' funds but are recognizing the use of FY21 funds in FY22.

General Fund 101

3) General Government Other – Budget Ordinance Amendment B220597 to re-appropriate FY21 CARES funds in the amount of \$148,303

The Board is requested to approve Budget Ordinance Amendment B220597 to re-appropriate FY21 CARES funds in the total amount of \$148,303. These funds are for cubicles in the amount of \$32,803 at the Department of Social Services, tablets in the amount of \$69,500 for Fleet Management and Facilities Management staff, and Webex installations in the amount of \$46,000.

4) General Government Other – Budget Ordinance Amendment B220909 to re-appropriate FY21 CARES funds in the amount of \$225

The Board is requested to approve Budget Ordinance Amendment B220909 to re-appropriate FY21 CARES funds in the total amount of \$225. These funds are for the telephone lines associated with the temperature scanners. The contract will expire in November 2021.

5) Innovation and Technology Services – Budget Ordinance Amendment B220942 to re-appropriate FY21 funds in the amount of \$18,141

The Board is requested to approve Budget Ordinance Amendment B220942 to re-appropriate FY21 funds in the total amount of \$18,141. This is the remaining WiFi project for Child Support, Legal and Tax Administration.

6) Soil Conservation – Budget Ordinance Amendment B221035 to re-appropriate FY21 funds in the amount of \$14,700

The Board is requested to approve Budget Ordinance Amendment B221035 to re-appropriate FY21 funds in the total amount of \$14,700. These funds were received at the end of FY21 from the State of North Carolina for Hurricane Matthew Relief Technical Assistance.

Capital Investment Fund 107

7) Capital Investment - Technology – Budget Ordinance Amendment B220598 to re-appropriate FY21 funds in the amount of \$128,633

The Board is requested to approve Budget Ordinance Amendment B220598 to re-appropriate FY21 funds in the amount of \$128,633. These funds are needed to complete various technology projects that were budgeted but not completed in FY21.

8) Capital Investment Fund – Budget Ordinance Amendment B220940 to re-appropriate Fayetteville Technical Community College (FTCC) funds in the amount of \$1,145,747

The Board is requested to approve Budget Ordinance Amendment B220940 to re-appropriate \$1,145,747. This amount represents unspent funds for FTCC Capital Outlay.

Crown Center Fund 600

9) Crown Center – Budget Ordinance Amendment B221030 to re-appropriate FY21 CARES funds in the amount of \$130,602

The Board is requested to approve Budget Ordinance Amendment B221030 to re-appropriate FY21 CARES funds in the amount of \$130,602. These funds are to install touchless sinks in the Crown Coliseum.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinances



DEPARTMENT OF SOCIAL SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 4, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRENDA REID JACKSON, SOCIAL SERVICES DIRECTOR

DATE: 10/4/2021

**SUBJECT: A MODEL APPROACH FOR CHANGE IN CHILD WELFARE FOR
DEPARTMENT OF SOCIAL SERVICES**

BACKGROUND

The purpose of these contract renewals with Southeastern Workforce Strategies, LLC in the amount of \$357,709 and Chapin Hall in the amount of \$232,219 is to allow for the continued development of a multidimensional and integrative service delivery model for aging out of foster care and older teens transition to adulthood in Cumberland County (CCDSS) custody to improve their outcomes. Southeastern acts as the project manager to assist CCDSS to integrate all efforts including the collaboration with community partners to create a model for change in child welfare. AMAC-CW employs a modified approach to collective impact that will result in an effective, articulated, and documented approach to system changes that will improve outcomes for older youth in foster care and advance child welfare and family support programs in Cumberland County. The Duke Endowment has awarded CCDSS a multi-year grant for the implementation of the plan for AMAC-CW, in an effort to reform the child welfare system serving older youth.

This item was discussed at the September 9, 2021 Agenda Session Meeting. At that meeting the Board approved moving this item forward as a consent agenda item at the September 20, 2021 meeting. However, the contract approval process was not finalized in time to meet the deadline for the September 20 meeting.

RECOMMENDATION / PROPOSED ACTION

At the September 9, 2021 Agenda Session, the Board voted to move the following recommendation forward as a Consent Agenda Item:

Renew the contracts for Southeastern Workforce Strategies, LLC and Chapin Hall, in their continued support of A Model Approach for Change in Child Welfare.

ATTACHMENTS:

Description

Type

Southeastern Workforce Strategies, LLC Contract
Chapin Hall Contract

Backup Material
Backup Material



CUMBERLAND COUNTY

NORTH CAROLINA

CONTRACT WORKFLOW PROCESS DEPARTMENT HEAD CERTIFICATION

The appropriate signatures have been obtained on the attached contract in accordance with Cumberland County Purchasing Policy. I certify there have been no other changes or updates made to the contract documents after the approval for Legal Sufficiency was provided.

Department: SOCIAL SERVICES

Department Head Signature: [Signature] Date: 9-27-21

ATTACHMENT:

CONTRACT VENDOR NAME: SOUTHEASTERN WORKFORCE STRATEGIES

CONTRACT NUMBER: 2022162

FISCAL YEAR: FY 22

Contract 2022162 Fiscal Year Begins July 1, 2021 Ends June 30, 2022

This contract is hereby entered into by and between ^{by and through HS on} the Cumberland County Department of Social Services (the "County") and Southeastern Workforce Strategies, LLC. (the "Contractor") (referred to collectively as the "Parties"). Contractor's federal tax identification number is on file with the Cumberland County Finance Department.

1. Contract Documents: This Contract consists of the following documents:

- 1) This contract
- 2) The General Terms and Conditions (Attachment A)
- 3) The Scope of Work, description of services, and rate (Attachment B)
- 4) Combined Federal Certifications (Attachment C)
- 5) Conflict of Interest (Attachment D)
- 6) No Overdue Taxes (Attachment E)
- 7) HIPAA Business Associate Addendum (Attachment I) – NOT APPLICABLE
- 8) Certification of Transportation (Attachment J) – NOT APPLICABLE
- 9) Certain Reporting and Auditing Requirements (Attachment L) – NOT APPLICABLE
- 10) Attachment M – State Certification
- 11) Attachment N - Certification Regarding Nondiscrimination, Clean Air Act, Clean Water Act
- 12) E-Verify/Iran Divestment

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

- 2. Precedence Among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
- 3. Effective Period:** This contract shall be effective on July 1, 2021 and shall terminate on June 30, 2022 and have the option to renew for two additional one-year terms upon agreement of both parties.
- 4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
- 5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$357,709.00. This amount consists of \$83,637.00 in Federal funds, \$12,299.00 in State Funds, \$150,054.00 in County funds, \$0.00 TANF/MOE, and \$111,719.00 in Duke Endowment Grant funds.

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

☐ b. The Contractor's matching requirement is \$ _____, which shall consist of:

<input type="checkbox"/> In-kind	<input type="checkbox"/> Cash
<input type="checkbox"/> Cash and In-kind	<input type="checkbox"/> Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed \$357,709.00.

6. Reversion of Funds:

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

7. 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.

8. Payment Provisions:

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

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

For the County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title: Elizabeth Cherry, Accounting Specialist II County: Cumberland Mailing Address, P.O. Box 878 City, State, Zip: Fayetteville, NC 28302 Telephone (910) 677-2920 Fax: (910) 677-2886 Email: elizabethcherry@ccdssnc.com	Name & Title: County: Cumberland Street Address: 1225 Ramsey Street City, State, Zip: Fayetteville, NC 28301

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title: Allyn E. Foster, President Company Name: Southeastern Workforce Strategies, LLC Mailing Address: 223 Main Street, Suite 404 City State Zip Rock Hill, SC 29732 Telephone: 803-417-8580 Fax: 803-817-1757 Email aefoster60@aol.com	Name & Title Company Name Street Address City State Zip

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

As a condition of this contract, the 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.

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

13. Federal Certifications: Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

CONTRACTOR:

Allyn E. Foster Aug. 26, 2021
Signature Date

Allyn E. Foster President
Printed Name Title

COUNTY OF CUMBERLAND

Brenda Reid Jackson 9-27-21
Signature Date

Brenda Reid Jackson Director
Printed Name Title

By: _____
Charles Evans, Chairman
Cumberland County Board of Commissioners

Date

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

Approved for Legal Sufficiency:
upon formal execution by all parties

By: Vicki Evans
VICKI EVANS
County Finance Director

By: [Signature] 9/27/21
COUNTY ATTORNEY'S OFFICE
Expires: 30 June 2022
(X) RENEWABLE
() NON-RENEWABLE

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 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. 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: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees,

and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract to the extent permitted by law.

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

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

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

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

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

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.

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.

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.

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.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's 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. During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

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

Oversight

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

Record Retention: 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. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

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 Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

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

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

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

Key Personnel: The 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 published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B – Scope of Work**A. CONTRACTOR INFORMATION**1. Contractor Agency Name: Southeastern Workforce Strategies, LLC2. *If different* from Contract Administrator Information in General Contract:Address sameTelephone Number (803) 417-8580 Fax Number: (803) 817-1757 Email: aefoster60@aol.com

3. Name of Program (s): _____

4. Status: () Public () Private, Not for Profit (X) Private, For Profit

5. Contractor's Financial Reporting Year January 1 through December 31**B. Explanation of Services to be provided and to who (include SIS Service Code)**

The purpose of this initiative is to develop and implement an internal Collective Impact model at the Cumberland County Department of Social Services (CCDSS). The general scope is increasing the focus of the agency to improve service delivery and practices for Children and Adult Services. Also, insure the agency has the most effective organizational structure to achieve and improve permanency for aging out foster children and older teens as they transition adulthood. (See attached Scope of Work).

C. Rate per unit of Service (define the unit).**Total Cost and Contract Invoicing Scheduling**

The price for consulting contract for Southeastern Workforce Strategies, LLC (SWS) to develop and implement A Model Approach for Change in Child Welfare (AMAC-CW). AMAC-CW is an external and internal hybrid Collective Impact initiative for an integrative service delivery model for aging out foster care and juvenile youth in transitioning to adulthood for the CCDSS.

This one-year contract with an option for renewal for up to two additional fiscal years is based on availability of funds and performance of the deliverables for:

- Fiscal Year for July 1, 2021 through June 30, 2022 in the amount of \$216,719. (Funding Sources: \$111,719 Duke Endowment Grant & \$105,000 County Contracted Services) Note: Travel of \$24,249 for FY 2021-2022 was incurred in FY 2020-2021 but not provided due to travel restrictions related to COVID-19.

Renewal Options:

- Fiscal Year for July 1, 2022 through June 30, 2023 in the amount of \$95,990. (Funding Sources: County Contracted Services)
- Fiscal Year for July 1, 2023 through June 30, 2024 in the amount of \$45,000. (Funding Source: County Contracted Services)

Available funds for each fiscal year will be billed and reimbursed quarterly beginning July 1st of each fiscal year. A monthly progress report outlining the deliverables for each service month will be required and due to CCDSS by the 15th of the month following the service month, ex. July service month Progress Report is due August 15th with the exception of the final progress report which is due on May 31st. The Progress Reports must contain at a minimum, deliverables related to the AMAC-CW Project Management & Strategic Plan.

1. If Standard Fixed Rate, Maximum Allowable: Contract shall not exceed \$357,709.00

2. Negotiated County Rate: N/A


D. Number of units to be provided: Outline in Scope of Work

E. Details of Billing process and Time Frames: Payment is due within fifteen (15) calendars days from receipt of the invoice.

F. Area to be served/Delivery site(s): Cumberland County


(Signature of Contractor)

(Signature of County Authorized Person)


(Date Submitted)

(Date Submitted)

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.

Allen E. Foster
Signature

President
Title

Southeastern Workforce Strategies LLC
Contractor Name

Aug. 26, 2021
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):

Address

Street 223 E. Main St., Suite 404

City, State, Zip Code Rock Hill, S.C. 29732

Street _____

City, State, Zip Code _____

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

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): \$ _____ € actual € 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: <div style="float: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>		
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 Policy

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

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

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

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

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

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

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

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

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

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing boards 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:

Southeastern Workforce Strategies, LLC

Name of Organization

Allyn E. Foster - President

Signature of Organization Official

August 26, 2021

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of South Carolina

County of York

I, Erica Wood, Notary Public for said County and State, certify that Allyn E. Foster personally appeared before me this day and acknowledged that he is the President of Southeastern Workforce Strategies, LLC and by that authority duly given and as the act of the corporation, affirmed that the foregoing Conflict of Interest Policy was adopted/declined (circle one) by Allyn E. Foster.

Sworn to and subscribed before me this 26 day of August, 2021.

(Official Seal)

Erica Wood
Notary Public

My Commission expires January 28, 2031



ATTACHMENT E - OVERDUE TAXES

Southeastern Workforce Strategies, LLC
223 E. Main St. Suite 404
Rockhill, SC 29732

July 1, 2021

To: Cumberland County Department of Social Services/Human Services

Certification:

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

Sworn Statement:

Allyn E. Foster being duly sworn, say that I am the Board Chair (President) of Southeastern Workforce Strategies, LLC of Rock Hill in the State of South Carolina; 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.

Allyn E. Foster
President

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

Erica Wood
Notary Public

My Commission Expires: 01/26/2031



ATTACHMENT M

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
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
 - (b) [check **one** of the following boxes]
 - ☒ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
 - ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers,

directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) **The undersigned hereby certifies further that:**
6. He or she is a duly authorized representative of the Contractor named below;
 7. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 8. 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: Southeastern Workforce Strategies, LLC

Contractor's
Authorized Agent: Signature Allyn E. Foster Date Aug. 26, 2021
Printed Name Allyn E. Foster Title President

Witness: Signature LaSalle M. Foster Date Aug. 26, 2021
Printed Name LaSalle M. Foster Title Spouse

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

ATTACHMENT N

Cumberland County Department of Social Services/Human Services

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)).

Allyn E. Foster

Signature

President

Title

Southeastern Workforce Strategies LLC

Agency/Organization

Aug. 26, 2021

Date

(Certification signature should be same as Contract signature.)



CONTRACT #: 2022162

IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

Company Name: **Southeastern Workforce Strategies, LLC**

Allen E. Foster - President Date Aug. 26, 2021
Authorized Signer

Southeastern Workforce Strategies, LLC
AMAC-CW Contractual Scope of Work
FISCAL FUNDING YEAR: July 1, 2021 through June 30, 2024

The total budget for the AMAC-CW project is \$357,709 for fiscal years beginning July 1, 2021 through June 30, 2024 for Southeastern Workforce Strategies, LLC (SWS).

AMAC-CW Budget – Fiscal Year 2021-2024	
	SWS, LLC
Personnel	140,000
Fringe Benefits	16,800
Travel	0
Communication & Dissemination	0
Research Technology	0
Office Services	27,830
Research Services	0
Indirect Cost (15%)	25,345
Project Management	6,744
Focus Group/Project Dev.	0
Fiscal Analysis/Court Strategies	0
Fiscal Year 2021-2022 Funding Request Total	216,719
	SWS, LLC
Personnel	75,000
Fringe Benefits	2,000
Travel	8,000
Communication & Dissemination	0
Research Technology	0
Office Services	7,500
Research Services	0
Indirect Cost (15%)	3,490
Project Management	0
Focus Group/Project Dev.	0
Fiscal Analysis/Court Strategies	0
Fiscal Year 2022-2023 Funding Request Total	95,990
	SWS, LLC
Research Technology	0
Research Services	0
Project Management	45,000
Project Development	0
Court Strategies	0
Fiscal Year 2023-2024 Funding Request Total	45,000
Combined Fiscal Year 2021-2024 Total	357,709

**July 1, 2021 through June 30, 2024 Fiscal Year
Budget Justification**

Southeastern Workforce Strategies, LLC (SWS)

Allyn Foster, SWS President (Year 5-6: 30% FTE, 375 hours per year) will serve as the Project Lead. He will provide overall leadership of the planning and execution of the AMAC-CW. As the Project Lead, Mr. Foster will be responsible for daily oversight and fiscal management of the project. Mr. Foster will serve as the lead partner and stakeholder manager overseeing the external community stakeholder engagement within the collective impact strategy. He also will be responsible for developing relationships with additional counties to facilitate the adoption of the model for change. Further, Mr. Foster will serve as the liaison to the Executive Leadership Team and in partnership with senior leadership at CCDSS lead the creation and execution of the initiative. Mr. Foster has extensive project management experience and has led systems change efforts in child serving systems. He also had expertise in training, curriculum development, community strategic development, and organizational development and design.

Kacie Schlegel, Senior Advisor, (Year 5-6: 30% FTE, 275 hours) is a Consultant located in Indianapolis, IN. At PCG, Ms. Schlegel has conducted numerous assessments and evaluations related to child welfare and youth services across the country. In recent years, she has conducted child welfare evaluations focused on improving outcomes in Cumberland County, NC Department of Social Services; Hamilton County; OH Job and Family Services; and the Colorado Division of Child Welfare. She has offered federal funding claiming and budgeting consulting services to the Florida Department of Children and Families as well as the South Carolina Department of Social Services. She has assisted Missouri Department of Social Services and Wisconsin Department for Children and Families as they prepare for the implementation of Families First. Lastly, she has helped human services agencies across the country in the development and implementation of a strategic plan, including St. John County, FL; Montgomery County, PA; and Dutchess County NY. Prior to PCG, Ms. Schlegel worked with Marion County Community Corrections and Mental Health Alternative Court where she was a team leader. Ms. Schlegel holds a BA in Political Science with honors from Ball State University with a concentration in State and Local Government and a Master of Public Affairs (MPA) from Indiana University Purdue University Indianapolis with a concentration in Policy Analysis.

Gilda H. Kennedy, Senior Advisor (Year 5-6: 30% FTE, 250 hours), will assist with program development, curriculum development and process improvement for AMAC-CW. She will provide planning and consultative support for the senior leadership team, serve on the AMAC Steering Committee, and collaborate across workgroups to facilitate progress toward strategic goals and meeting performance and qualitative standards. She will provide technical assistance to the Child Outcomes (COW) and Foster Care Recruitment and Retention (FCRR) Workgroups. In addition to providing ongoing general technical assistance, Ms. Kennedy will support COW and FCRR by conducting research and developing training and presentation materials, to include Safety Organized Practice. She will contribute operational, strategic, and technical expertise to AMAC-CW, as well as monitor the progress of the workgroups, with a focus on strengthening capacity for research/evaluation and technical assistance to support policy development and implementation. Ms. Kennedy has over 40 years of experience in management, facilitation, and training, and has developed and delivered high-impact evidence-based programs that build employee capacity. She has extensive knowledge of social service systems and implementing federal grants to inform systems changes. She has served on think tanks, federal workgroups, and federal training teams.

Hazel Blake Parker, Senior Advisor (Year 5-6: 30% FTE, 250 hours), will assist with youth families with program development, process improvement, and curriculum development activities for AMAC-CW. She will provide support to the senior leadership team, serve on the AMAC-CW Steering Committee, and collaborate across workgroups to facilitate progress toward strategic goals and establish performance and qualitative standards for AMAC-CW. She will also provide consultation to the AMAC-CW workgroups, conduct research, and provide technical assistance to support the development and implementation of the Safety Organized Practice model,

beginning with a pilot within the Transition Unit for teens aging out of foster care. Ms. Parker will support the integration of AMAC-CW into all aspects of the agency and assist with developing literature regarding the project for internal and external distribution. She has been involved in the development, delivery, and evaluation of training for over 32 years, has over 27 years of management experience, and has experience developing and delivering high-impact evidence-based programs that build employee capacity. Ms. Parker has worked on collaborative projects with government, private and nonprofit organizations, and written federal, state and foundation grants. She also has experience developing and delivering high-impact evidence-based programs.

PROPOSED SCOPE OF WORK

Southeastern Workforce Strategies, LLC (SWS) is a specialized change manager with expertise in Project Management, curriculum development, training, and technical assistance. SWS will provide project management and will monitor, guide, and provide direct consultation to support implementation of "A Model Approach for change in Child Welfare" (AMAC-CW), a hybrid collective impact child welfare reform project focused on youth aging out of the Cumberland County Department of Social Services (CCDSS) foster care system. AMAC-CW will work to improve safety, permanency, and well-being outcomes for children engaged and aging out of the child welfare system at CCDSS.

In Fiscal Year July 1, 2021 through June 30, 2024 of AMAC-CW, SWS will conduct the following in alignment with the timelines established in the AMAC-CW Year 5-7 Strategic Plan:

- lead and monitor the implementation of AMAC-CW through use of a hybrid collective impact approach resulting in effective, documented systems change designed to improve outcomes for older youth, as well as overall child welfare practice
- assist CCDSS in utilizing both internal and external resources through organizational development and continuous process improvement to achieve strategic outcomes
- develop and implement a plan to engage agency involved youth and youth that have aged out in the AMAC-CW project. The youth can be utilized to provide their insight and perspective on what youth in foster care need to be successful.
- continue to support workgroups by assisting with assigned duties
- conduct research on various topics as needed
- conduct skills assessments to identify employee challenges and skills deficits
- provide assistance in development of practice model (SOP)
- assist in marrying Foster Care requirements and Employment and Training together
- engage in capacity building activities with employees

All SWS activities/training will be based on research/evidence-based information from credible organizations. Examples include:

- Child Welfare Information Gateway - <https://www.childwelfare.gov/>
- Annie Casey Foundation – <https://www.aecf.org>
- Casey Family Programs - <https://www.casey.org>
- National Child Welfare Workforce Institute - <https://www.ncwwi.org/>
- Center for the Study of Social Policy – <https://www.cssp.org>
- Children's Bureau – <https://www.acf.hhs.gov>
- Child Welfare League of America – <https://www.cwla.org>

Specifically, SWS will work in partnership with CCDSS, Chapin Hall, and other contributing partners to achieve the AMAC-CW 201-2021 Strategic Plan objectives.

Fringe

Fringe for the project is calculated on salaries for the Project Lead and Administrator. The remaining staff are independent contractors.

Travel

Travel is budgeted for staff to travel to Cumberland County for meetings, trainings and stakeholder engagement activities over the course of the project. Travel costs include mileage, hotel and per diem expenses for Project Leads, Senior Advisors, Senior Policy Advisor and Organizational Development/Project Manager. Note: Travel of \$24,249 for FY 2021-2022 was incurred in FY 2020-2021 but not provided due to travel restrictions related to COVID-19.

Office Services

Includes personnel costs for office support services and general office costs including clerical support, computing supplies, some computing personnel, telecommunication, web services, copying, faxing, postage, and ordinary office supplies related to the performance of projects.

Indirect Costs

Indirect costs are capped at 15% and are calculated on personnel and travel. Indirect costs cover utilities, space rental, printing, computers, and office supplies.

Total Cost and Contract Invoicing Scheduling = \$357,709

Fiscal Year: July 1, 2021 through June 30, 2022 with a renewal option for up to two additional fiscal years

The price for consulting contract for Southeastern Workforce Strategies, LLC (SWS) to develop and implement A Model Approach for Change in Child Welfare (AMAC-CW). AMAC-CW is an external and internal hybrid Collective Impact initiative for an integrative service delivery model for aging out foster care and juvenile youth in transitioning to adulthood for the CCDSS.

This one-year contract with an option for renewal for up to two additional fiscal years is based on availability of funds and performance of the deliverables for:

- Fiscal Year for July 1, 2021 through June 30, 2022 in the amount of \$216,719. (Funding Sources: \$111,719 Duke Endowment Grant & \$105,000 County Contracted Services) Note: Travel of \$24,249 for FY 2021-2022 was incurred in FY 2020-2021 but not provided due to travel restrictions related to COVID-19.

Renewal Options:

- Fiscal Year for July 1, 2022 through June 30, 2023 in the amount of \$95,990. (Funding Sources: County Contracted Services)
- Fiscal Year for July 1, 2023 through June 30, 2024 in the amount of \$45,000. (Funding Source: County Contracted Services)

Available funds for each fiscal year will be billed and reimbursed quarterly beginning July 1st of each fiscal year. A monthly progress report outlining the deliverables for each service month will be required and due to CCDSS by the 15th of the month following the service month, ex. July service month Progress Report is due August 15th with the exception of the final progress report which is due on May 31st. The Progress Reports must contain at a minimum, deliverables related to the AMAC-CW Project Management & Strategic Plan.



CUMBERLAND COUNTY

NORTH CAROLINA

CONTRACT WORKFLOW PROCESS DEPARTMENT HEAD CERTIFICATION

The appropriate signatures have been obtained on the attached contract in accordance with Cumberland County Purchasing Policy. I certify there have been no other changes or updates made to the contract documents after the approval for Legal Sufficiency was provided.

Department:

DSS

Department Head Signature:

[Signature]

Date:

9-27-21

ATTACHMENT:

CONTRACT VENDOR NAME: CHAPIN HALL CENTER FOR CHILDREN

CONTRACT NUMBER: 2022182

FISCAL YEAR: FY 22



Contract Check List (Eff. 6/21/21)

Contract Number: 2022182

Please ensure that each requirement below is completed before checking the boxes. Only check boxes that apply to the contract being processed. **Please Note: If the item does not apply to this contract, notate NA in the box.** All incomplete contracts will be returned to the submitting department. Packets must be organized.

Description	✓ or NA
1. <u>Only</u> the vendor's signatures have been obtained. All contracts \$50,000.00 or more require the County's Manager's signature. Contracts \$100,000.00 or more, resulting from a formal bid process , require the Board Chairman's signature, after Board approval. The County Manager does not have to sign contracts that require the Chairman's signature.	✓
2. All attachments referenced in the contract language or applicable to the contract are included with the contract. If hyperlinks are included in the contract, the information included on the hyperlink must also be included as a hard copy.	✓
3. There are (3) signed originals. One copy should be single-sided and paper-clipped together, the others stapled.	✓
4. Correct solicitation process was followed, and the bid tabulation sheet or proposals are attached with hard copies. For services following an RFP process, the evaluation summary is included.	NA
5. If \$30,000 or more, the request for quotes/bids/proposals was posted on Vendor Self Service.	NA
6. If project qualifies for Federal reimbursement, Federal procurement guidelines have been followed. ➤ Required contract clauses are attached.	NA
7. If the contract is for outside Legal services, the action agenda showing approval is attached. (Board approval is always required for this.)	NA
8. If the contract is Information Services related (computer hardware, software, etc.) the subtype Computer Equipment box in Munis has been selected. When this subtype is selected the IS Director will be an approver in Munis. Once you release the Contract Entry into workflow, contract hard copies should be sent to the IS Director and IS will forward to Finance after their approval. This is applicable to all departments, including those with their own IS division.	NA
9. The contract does not contain an "Indemnity Clause" or if it does, there is a capped amount. If there is a capped amount, a separate requisition is created to encumber this amount Req # _____. If there is an indemnity clause w/o a capped amount, ask the vendor, by email, if the language can be stricken. Include email with contract packet. *Contact County Legal if uncertain*	NA
10. There is either a Total Amount or Not to Exceed amount listed in the contract.	✓
W9's & LEGAL ENTITY NAME REQUIREMENTS	
If there is a discrepancy between the W9, Secretary of State page and contract hard copy, contact County Legal to reconcile before sending the contract forward. Contact County Legal for any questions regarding the legal name requirements. There are other special circumstances/legal requirements that may apply to certain contracts. We are unable to determine this in Finance. We are listing below the basic requirements that should be followed.	
11. The vendor has a W9 in Munis and the date is less than one calendar year old. Confirm the W9 date here: _____	NA
12. If the W9 is more than one year old a new W9 has been emailed to County Finance (Accounts Payable) to be attached in Munis. *Confirm (in Vendor Inquiry) the new W9 is attached before moving forward*	✓
13. The vendor name listed on the W9 matches exactly to the Secretary of State page (See number 15 & 16 below), including "inc", "llc", etc. **If "incorporated" is not abbreviated on one document, it should not be abbreviated on any of the documents** If the W9 does not match the State page, the vendor will need to submit an updated W9.	✓
14. The name listed on all pages of the contract is the same as the Secretary of State page and W9. This includes "inc", "llc", etc.	✓
15. There is (1) Contractor's Certification form and (1) Request for Finance & Legal Review form attached to the contract hard copies. Only one copy for the entire packet needed.	✓
16. A copy of the screen page from the NC Secretary's (or the State they are registered in) website showing they have an active status. The screen page MUST be attached!	✓
17. There is enough space for the pre-audit and Legal signatures, or a signature page is attached. The "Signature Page" document is not needed if there is room for all signatures on the existing signature page that is signed by the vendor.	✓
18. E-Verify Statement is in the contract language or a signed E-Verify memo is attached to each original copy for a total of (3). The E-verify memo <u>does</u> have to be signed by the vendor. If both the E-verify & Iran statements are missing from the contract, there is also a single form with both statements that can be signed, available on the Intranet.	✓ Pg. 25
19. Iran Statement is in the contract language or the Iran statement is attached to each original copy for a total of (3). The Iran statement <u>does not</u> have to be signed by the vendor.	✓ Pg. 25
20. There are tabs identifying all signature pages.	✓
21. Requisition has been entered but not released and has a status of "Allocated". The requisition amount is equal to the contract not to exceed amount. Requisition #: <u>710</u>	✓
22. Contract Entry in Munis released into workflow. Make sure any attachments in Contract Entry are PDF files. NO Excel/Word/etc. documents that show as a link to be downloaded.	✓

Contact Name Maggie HolleyCertifying accuracy and completion: Department Head [Signature]

REQUEST FOR LEGAL AND FINANCE REVIEW OF CONTRACT (EFF. 6/21/21)

The undersigned requests legal review of the contract between Cumberland County and CHAPIN HALL CENTER FOR CHILDREN

The undersigned certifies as follows:

If legal review is not required, indicate the reason below.

- ☐ 1. The only other party to this contract is a department or agency of the government of the United States or the State of North Carolina.
- ☐ 2. This contract requires the expenditure of not more than \$5,000 in any fiscal year.
- ☐ 3. The county and this contractor or vendor have had this same contract in place for the current and past fiscal years without any dispute and the only change to the existing contract is extending the term and/or increasing the contract amount.

!!MUST RESPOND!! Does this purchase qualify for federal reimbursement (ex. FEMA reimbursement or federal grant)

Yes or No? NO, If Yes, have federal procurement guidelines been followed? , a copy of the County's *FEMA Contract Clauses* is attached to each original hard copy .

****Completion of the Uniform Guidelines Checklist is advised****

This contract was obtained through the following process

****Only select an option if process was followed. Backup is required****

Service/Purchase/Construction

 Solicitation of quotes (5,000 – 29,999.99)

Purchase (Items, Apparatus, Materials)

 Informal bids (30,000 – 89,999.99)

 Formal bids (90,000 and above)

Service

 Informal RFP (30,000 and above)

Construction

 Informal bid (30,000 – 499,999.99) Attach Proof of General Contractors License or if not required, explain below.

 Formal bid (500,000 and above) Attach Proof of General Contractors License or if not required, explain below.

Engineering/Consulting/Architect

 RFQ (Any amount)

- Does this contract with this vendor also include construction work? If so, was an RFQ the only bid process followed?
- Please Explain:

If none of the above, provide justification/explanation:

CHAPIN HALL CENTER FOR CHILDREN IS
CONDUCTING/FACILITATING THE AMAC-CW
RESEARCH PROJECT ON BEHALF OF PSS.

Please complete and initial each item below.

1. Date contract was approved by BOC (Put NA if Not Applicable)
2. All statutory requirements applicable to the process were followed.
3. All applicable Cumberland County purchasing and contracting requirements were followed.
4. All applicable documentation required by the Cumberland County Finance Office has been submitted.

Certified by: MAGGIE HOLLEY for the SOCIAL SERVICES Department of Cumberland County.

Signature: Maggie Holley Date Submitted: 9-20-2021

Boxes are for Purchasing Office Only Put NA or Cross Through Where Not Applicable

Completed By (Initial):

SAM CHECKED: IRAN LIST CHECKED:

DOA CHECKED:

- W9 requirements on checklist met Name requirements met
- Requisition or PO checked Budget code checked Does the contract qualify as c.o.? Is the Req. or POM coded to c.o.? If yes, original budget or budget revision verified?
- Correct solicitation process followed If \$30,000 or more, request posted on Vendor Self Service
- Quotes, bid tabulation or evaluation summary attached in Munis to Contract Entry or included with hard copies
- Board Agenda attached If so, actual minutes reviewed Does the minutes and agenda match the contract (vendor, amount, approvers, etc.)
- Required signatures verified Effective date verified
- Contract includes indemnification language If yes, there is a capped amount? If yes, there is a separate requisition encumbering the capped amount? If no capped amount, there is an email from vendor authorizing to strike out language included with hard copy
- Memo for approval of meal/food purchase attached
 - Meal/Food amounts in line with GSA

Construction Contracts Only:

If required, is the general contractor's license attached? Is it still valid?

Is bid bond required? If yes, is a copy attached with hard copy?

Is performance payment bond required? If yes, is a copy included with hard copy?

Notes:

Additional Check for Contract Amendments

- Change in line with original bid process and work?

CONTRACTOR'S CERTIFICATION FOR LEGAL REVIEW OF CONTRACT WITH CUMBERLAND COUNTY

The undersigned, on behalf of the contractor or vendor named below, certifies with respect to the attached contract between Cumberland County and Chapin Hall at the University of Chicago as follows:

1. The contractor is
☐ an individual
☒ a corporation
☐ a limited liability company
☐ a unit of local government
☐ other: _____). (If the contractor is described as "other," a certified copy of the legal documents by which it is organized must be attached.)
2. The contractor's business address is 1313 East 60th Street Chicago, Illinois 60637.
(If this is an out-of-state address, the contract must be signed by the contractor before it is reviewed.)
3. If the contractor is not an individual or a unit of local government, is it registered with the Secretary of State to do business in North Carolina?
☐ Yes (Attach a copy of the screen page from NC Secretary of State Website showing active status.)
☒ No (If it is not registered with the North Carolina Secretary of State, a certificate of good standing from the Secretary of State in the state in which it is organized must be attached.)
4. The individual or individuals making this certification and signing the contract on behalf of the contractor are duly authorized to do so by action of the contractor.

If the contract was prepared or drafted by contractor or contractor's attorney, complete the following additional certifications:

5. This contract is made subject to the laws of the State of _____.
6. This contract ☐ does ☐ does not contain a provision which may require the county to indemnify the contractor. If it does contain this indemnity provision, the maximum amount for which the county may liable under this indemnity is \$_____. (An indemnity provision that is not capped may result in the contract not being accepted by the county.)
7. All obligations incurred by the county under the terms of this contract terminate on the following date: _____.
(Any contract provision which extends the obligations of the county beyond the date the contract terminates will not be accepted by the county.)

The contractor agrees that the county does not waive its rights as to any provisions of the contract which are against the public policy of the State of North Carolina, regardless of the choice of law stated in the contract.

Certified by Kristin Szybowicz for the contractor stated above.

Signature: 

Date Submitted: August 11, 2021

cyberdriveillinois.com is now ilsos.gov



Office of the Secretary of State Jesse White

ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	01965549
Entity Name	CHAPIN HALL CENTER FOR CHILDREN
Status	ACTIVE

Entity Information

Entity Type	CORPORATION
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Type of Corp	NOT-FOR-PROFIT
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Incorporation Date (Domestic)	Wednesday, 15 February 1865
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State	ILLINOIS
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Duration Date	PERPETUAL
---------------	-----------

Agent Information

Name	
------	--

ILLINOIS CORPORATION SERVICE C

Address

801 ADLAI STEVENSON DRIVE
SPRINGFIELD , IL 62703

Change Date

Friday, 13 November 2020

Annual Report

Filing Date

Friday, 18 December 2020

For Year

2021

Assumed Name

INACTIVE

CHAPIN HALL AT THE UNIVERSITY OF CHICAGO

Old Corp Name

11/04/1994

CHICAGO NURSERY AND HALF ORPHAN ASYLUM

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Chapin Hall Center for Children

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► **501(c)(3)**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1313 East 60th Street

6 City, state, and ZIP code

Chicago, IL 60637

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

3 6 - 2 1 6 7 0 1 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ► **Joanne
Pearlman**

Digitally signed by Joanne Pearlman
DN: dc=org, dc=chapinhall, ou=1313,
ou=users, ou=Accounting, cn=Joanne
Pearlman, email=pearlman@chapinhall.org
Date: 2021.06.22 07:41:23 -0500

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Jessica Hullender

From: Szybowicz, Kristin <KSzybowicz@chapinhall.org>
Sent: Friday, September 24, 2021 10:35 AM
To: John Nalbone
Cc: Brenda Jackson; Angela Thomas; Holly, Maggie (u65); Kiljoong Kim; Jimenez, Beatriz
Subject: RE: TIME SENSITIVE: Chapin Hall Contract

CAUTION: This email originated from outside of the County. Do not open attachments, click on links, or reply unless you trust the sender or are expecting it.

Good morning John,

That change is approved. I appreciate the clarification.

Kristin Szybowicz

Pronunciation | she/her/hers

Counsel, Contracts and Compliance

1313 East 60th Street, Chicago, IL 60637

Office: (73) 256-5141 | Cell: (773) 256-5341

www.chapinhall.org



From: Nalbone, John (is1) <JohnNalbone@ccdssnc.com>

Sent: Thursday, September 23, 2021 4:15 PM

To: Szybowicz, Kristin <KSzybowicz@chapinhall.org>

Cc: Jackson, Brenda (ss1) <BrendaJackson@ccdssnc.com>; Angela Thomas, Administrative Assistant to the Director <angelathomas@ccdssnc.com>; Holly, Maggie (u65) <maggieholly@ccdssnc.com>; Kim, Kiljoong <kkim@chapinhall.org>; Jimenez, Beatriz <bjimenez@chapinhall.org>

Subject: RE: TIME SENSITIVE: Chapin Hall Contract

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

One more thing we had to change. Nothing needs to be done here other than a response that you are ok with the change. We just had to add a line detailing the Duke Endowment portion of the funds on page 1 of the contract (see below). No numbers have changed. If you are ok with that we can keep moving forward. I also attached the

described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$232,219. This amount consists of \$9,270.00 in Federal funds, \$1,363.00 in State Funds, \$16,630.00 in County funds, \$1 TANF/MOE and \$204,956 in Duke Endowment funds.

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

☐ b. The Contractor's matching requirement is \$_____, which shall consist of:

☐ In-kind

☐ Cash

☐ Cash and In-kind

☐ Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed \$232,219.00.

From: Szybowicz, Kristin <KSzybowicz@chapinhall.org>

Sent: Thursday, September 23, 2021 2:06 PM

To: Nalbone, John (is1) <JohnNalbone@ccdssnc.com>

Cc: Jackson, Brenda (ss1) <BrendaJackson@ccdssnc.com>; Angela Thomas, Administrative Assistant to the Director <AngelaThomas@ccdssnc.com>; Holly, Maggie (u65) <maggieholly@ccdssnc.com>; Kiljoong Kim <kkim@chapinhall.org>; Jimenez, Beatriz <bjimenez@chapinhall.org>

Subject: RE: TIME SENSITIVE: Chapin Hall Contract - Attachment F

CAUTION: This email originated from outside of the County. Do not open attachments, click on links, or reply unless you trust the sender or are expecting it.

John,

We were able to locate the missing signed page. I appreciate your assistance and patience.

Kristin Szybowicz

Pronunciation | she/her/hers

Counsel, Contracts and Compliance

1313 East 60th Street, Chicago, IL 60637

Office: (73) 256-5141 | Cell: (773) 256-5341

www.chapinhall.org



From: Nalbone, John (is1) <JohnNalbone@ccdssnc.com>

Sent: Thursday, September 23, 2021 12:14 PM

To: Szybowicz, Kristin <KSzybowicz@chapinhall.org>

Cc: Jackson, Brenda (ss1) <BrendaJackson@ccdssnc.com>; Angela Thomas, Administrative Assistant to the Director <angelathomas@ccdssnc.com>; Holly, Maggie (u65) <maggieholly@ccdssnc.com>; Kim, Kiljoong <kkim@chapinhall.org>; Jimenez, Beatriz <bjimenez@chapinhall.org>

Subject: TIME SENSITIVE: Chapin Hall Contract - Attachment F

Importance: High

BRENDA REID JACKSON

Director

SECTION CHIEFS

Kristin Bonoyer
Adult Services

Sharon McLeod
Children's Services

VACANT
Economic Services



CUMBERLAND
★ COUNTY ★
NORTH CAROLINA

DEPARTMENT OF SOCIAL SERVICES

ASSISTANT DIRECTORS

Christopher Carr
Legal Services

Crystal Black
Adult Services

VACANT
Children's Services

Vivian Tookes
Economic Services

John Nalbene
Business Operations

Transmittal

Date: September 20, 2021

To: Lorena Santos, County Purchasing

From: Maggie Holley, DSS Finance 

Subject: Contract – Chapin Hall for Children



For your Review/Action/Approval



For Your Files



As Requested

Attachment(s)/Document(s):

Quantity	Type	Description (If for signature state here)
3	Contracts	Chapin Hall for Children

Thank you!

Maggie Holley, DSS Finance
Ext. 2013

We stand united to strengthen individuals and families and to protect children and vulnerable adults...

Contract 2022182 Fiscal Year Begins July 1, 2021 Ends June 30, 2022

1. Contract Documents: This Contract consists of the following documents:

CHAPIN HALL CENTER FOR CHILDREN dba CHAPIN HALL AT THE UNIVERSITY OF CHICAGO

6. Reversion of Funds:

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

7. 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.

8. Payment Provisions:

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

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

For the County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title: Elizabeth Cherry, Accounting Specialist II County: Cumberland Mailing Address, P.O. Box 878 City, State, Zip: Fayetteville, NC 28302 Telephone (910) 677-2920 Fax: (910) 677-2886 Email: elizabethcherry@ccdssnc.com	Name & Title: County: Cumberland Street Address: 1225 Ramsey Street City, State, Zip: Fayetteville, NC 28301

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title: Joanne Pearlman, Director of Financial Operations Company Name: Chapin Hall Center for Children dba Chapin Hall at the University of Chicago Mailing Address: 1313 East 60th Street City State Zip: Chicago, Illinois 60637 Telephone: 773-256-5222 Fax: 773-256-5322 Email: jpearlman@CHAPINHALL.ORG	Name & Title Company Name Street Address City State Zip

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

As a condition of this contract, the 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.

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

13. Federal Certifications: Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

CHAPIN HALL CENTER FOR CHILDREN dba CHAPIN HALL AT THE UNIVERSITY OF CHICAGO

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

CONTRACTOR:


Signature

09/03/2021

Date

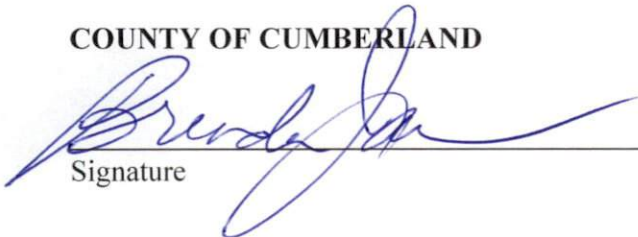
Bryan Samuels

Printed Name

Executive Director

Title

COUNTY OF CUMBERLAND


Signature

9-27-21

Date

Brenda Reid Jackson

Printed Name

Director

Title

By: _____

Charles Evans, Cumberland
County Board of Commissioners

Date

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


Approved for Legal Sufficiency:

upon formal execution by all parties

By: _____


VICKI EVANS
County Finance Director

By: _____


COUNTY ATTORNEY'S OFFICE
Expires: 30 June 2022
(X) RENEWABLE
() NON-RENEWABLE

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

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

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

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

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

Intellectual Property Rights

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

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.

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.

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.

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.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's 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. During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

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

Oversight

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

Record Retention: 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. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

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 Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

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

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

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

Key Personnel: The 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 published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the 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.

CHAPIN HALL CENTER FOR CHILDREN dba CHAPIN HALL AT THE UNIVERSITY OF CHICAGO

ATTACHMENT B – Scope of Work

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Chapin Hall Center for Children dba Chapin Hall at the University of Chicago

2. *If different* from Contract Administrator Information in General Contract:

Address same

Telephone Number: (773) 256-5141 Fax Number: (773) 256-5341 Email: kszybowicz@chapinhall.org

3. Name of Program (s): _____

4. Status: () Public (X) Private, Not for Profit () Private, For Profit

5. Contractor's Financial Reporting Year July 1 through June 30

B. Explanation of Services to be provided and to who (include SIS Service Code)

The purpose of this initiative is to Employ a modified approach to collective impact that will result in an effective, articulated, documented approach to systems change that will improve outcomes for older youth in child welfare and inform child welfare and family support programs in Cumberland County. Improving the internal County support structures available to families is the first step towards improving the well-being for children and youth in care and improving youth outcomes. The initiative will begin with an internal focus on all services, staffing, and funding within the organization to ensure all resources are maximized to address the needs of this vulnerable population. The focused review will examine not only the current use of county, state, federal and grant child welfare funding, but will also examine guardianship and adult protective services, and employment and training opportunities through Temporary Assistance for Needy Families and Food and Nutrition programs. (See attached Scope of Work).

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

Total Cost and Contract Invoicing Scheduling

The price for consulting contract for Chapin Hall at the University of Chicago (CH) to develop and conduct an external and internal hybrid Collective Impact initiative for an integrative service delivery model for aging out foster care and juvenile youth in transitioning to adulthood for the CCDSS. This three-year contract is based on availability of funds for:

- Fiscal Year for July 1, 2021 through June 30, 2022 in the amount of \$118,556. (Funding Source: Duke Endowment Grant) Note: Travel of \$18,000 for FY 2021-2022 was incurred in FY 2020-2021 but not provided due to travel restrictions related to COVID-19.
- Fiscal Year for July 1, 2022 through June 30, 2023 in the amount of \$95,410 (Funding Sources: \$86,400 Duke Endowment Grant & \$9,010 County Contracted Services)
- Fiscal Year for July 1, 2023 through June 30, 2024 in the amount of \$18, 253 (Funding Sources: County Contracted Services)

Available funds for each fiscal year will be billed and reimbursed quarterly beginning July 1st of each fiscal year. A monthly progress report outlining the deliverables for each service month will be required and due to CCDSS by the 15th of the month following the service month, ex. July service month Progress Report is due August 15th with the exception of the final progress report which is due on May 31st. The Progress Reports must contain at a minimum deliverables related to the AMAC-CW Strategic Plan - Hybrid Collective Impact (HCI) and Data & Analytics activities. The release of funds will be based on the deliverables received by CCDSS.

1. If Standard Fixed Rate, Maximum Allowable: Contract shall not exceed \$232,219.00

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2. Negotiated County Rate: N/A

D. Number of units to be provided: Outlined in Scope of Work

E. Details of Billing process and Time Frames:

F. Area to be served/Delivery site(s): Cumberland County



(Signature of Contractor)

(Signature of County Authorized Person)

09/03/2021

(Date Submitted)

(Date Submitted)

**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

Executive Director
Title

Bryan Samuels
Contractor Name

09/03/2021
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):

Address

Street

1225 Ramsey Street

City, State, Zip Code

Fayetteville, NC 28302

Street

City, State, Zip Code

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.

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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

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): \$ _____ € actual € 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 Policy

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

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

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

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

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

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

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

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to

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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 boards 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:

Chapin Hall Center for Children dba
Chapin Hall at the University of Chicago

Name of Organization


Signature of Organization Official

09/03/2021

Date

NOTARIZED CONFLICT OF INTEREST POLICY

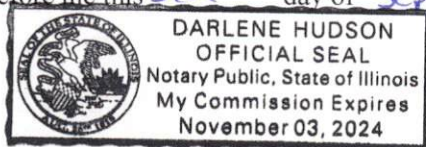
State of Illinois

County of Cook

I, Darlene Hudson, Notary Public for said County and State, certify that Bryan Samuels personally appeared before me this day and acknowledged that he/she is the Executive Director of Chapin Hall Center for Children dba Chapin Hall at the University of Chicago and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted/declined (circle one) by Chapin Hall Center for Children dba Chapin Hall at the University of Chicago.

Sworn to and subscribed before me this 3rd day of September 2021

(Official Seal)



Darlene Hudson
Notary Public

My Commission expires 11/03, 2024

CHAPIN HALL CENTER FOR CHILDREN dba CHAPIN HALL AT THE UNIVERSITY OF CHICAGO

ATTACHMENT E - OVERDUE TAXES

Chapin Hall Center for Children dba Chapin Hall at the University of Chicago
223 E. Main St. Suite 404
Chicago, Illinois 60637

July 1, 2021

To: Cumberland County Department of Social Services/Human Services

Certification:

We certify that Chapin Hall Center for Children dba Chapin Hall at the University of Chicago 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:

Bryan Samuels being duly sworn, say that I am the Executive Director of Chapin Hall Center for Children dba Chapin Hall at the University of Chicago of Chicago in the State of Illinois; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by myself. I also acknowledge and understand that any misuse of funds will be reported to the appropriate authorities for further action.



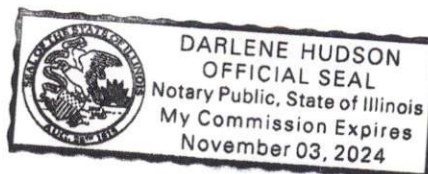
Executive Director

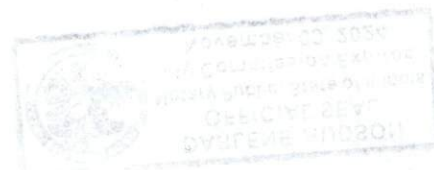
Sworn to and subscribed before me on the day of the date of said certification.



Notary Public

My Commission Expires: 11/03/2024





CHAPIN HALL CENTER FOR CHILDREN dba CHAPIN HALL AT THE UNIVERSITY OF CHICAGO

ATTACHMENT F

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

_____ County Department of Social Services/Human Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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



Signature

Executive Director
Title

Chapin Hall at the University of Chicago
Agency/Organization

09/03/2021
Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non-Profit Agency?

Answer: A private nonprofit 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 nonprofit 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 nonprofits.

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 nonprofit'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 nonprofit 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 nonprofit 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 nonprofit 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

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

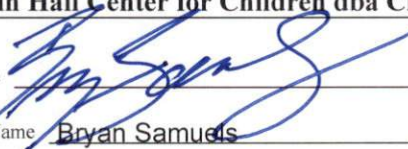
Certifications

- (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
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
 - (b) [check **one** of the following boxes]
 - ☒ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
 - ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.


CHAPIN HALL CENTER FOR CHILDREN dba CHAPIN HALL AT THE UNIVERSITY OF CHICAGO

- (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:
6. He or she is a duly authorized representative of the Contractor named below;
 7. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 8. 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: Chapin Hall Center for Children dba Chapin Hall at the University of Chicago

Contractor's
Authorized Agent: Signature  Date 09/03/2021

Printed Name Bryan Samuels Title Executive Director

Witness: Signature  Date 09/03/2021

Printed Name Jennifer Arnold Title Executive Assistant

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

ATTACHMENT N

Cumberland County Department of Social Services/Human Services

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.

CHAPIN HALL CENTER FOR CHILDREN dba CHAPIN HALL AT THE UNIVERSITY OF CHICAGO

- 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

Executive Director

Title

Chapin Hall at the University of Chicago
Agency/Organization

09/03/2021
Date

(Certification signature should be same as Contract signature.)

CHAPIN HALL CENTER FOR CHILDREN dba CHAPIN HALL AT THE UNIVERSITY OF CHICAGO



CONTRACT #: 2022182

IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

Company Name: Chapin Hall Center for Children dba Chapin Hall at the University of Chicago


Authorized Signer

Date 09/03/2021

**Chapin Hall Center for Children dba Chapin Hall at the
University of Chicago
AMAC-CW Contractual Scope of Work
3-YEAR SCOPE OF WORK & BUDGET
Beginning Fiscal Year July 1, 2021 through June 30, 2024**

The total budget for the AMAC-CW project is \$232,219 for fiscal years beginning July 1, 2021 through June 30, 2024 for Chapin Hall Center for Children dba Chapin Hall at the University of Chicago.

AMAC-CW Budget – Fiscal Year 2021-2022	
Personnel	77,998
Fringe Benefits	0
Travel	0
Communication & Dissemination	0
Research Technology	13,425
Office Services	10,868
Research Services	7,672
Indirect Cost (15%)	8,593
Project Management	0
Project Development	0
Fiscal Analysis/Court Strategies	0
Total	118,556
AMAC-CW Budget – Fiscal Year 2022-2023	
Personnel	64,414
Fringe Benefits	0
Travel	2,981
Communication & Dissemination	0
Research Technology	8,211
Office Services	8,075
Research Services	6,042
Indirect Cost (15%)	5,687
Project Management	0
Project Development	0
Court Strategies	0
Total	95,410
AMAC-CW Budget – Fiscal Year 2023-2024	
Research Technology	11,211
Research Services	7,042
Project Management	0
Project Development	
Court Strategies	0
Total	18,253
Combined FY2022-FY2024 Total	232,219

Chapin Hall Center for Children dba Chapin Hall at the University of Chicago

Chapin Hall is pleased to provide this budget justification in support of our proposal in response to the Duke Endowment's Request for Proposals entitled A Model Approach for Change in Child Welfare (AMAC-CW), as subcontractor to the Cumberland, NC Department of Social. This narrative addresses personnel, rate statements and calculations, other direct costs, and indirect cost.

Senior Advisors | In-Kind Support to Project

The targeted support areas identified reflect both the consultants' and Chapin Hall's understanding of what is necessary for AMAC-CW to advance to a self-sustaining agency-wide mindset and practice within CCDSS.

Bryan Samuels, M.P.P., Executive Director, will serve as an advisor to the project and provide input and consultation regarding the integration of strategy, evidence, and best practices for achieving practice and policy changes to promote well-being and permanency. Mr. Samuels has spent his career formulating evidence-informed system reform efforts including service delivery innovations and the streamlining of operations in large public human service agencies. He possesses deep executive management and leadership experience from the Administration on Children, Youth, and Families (ACYF), U.S. Department of Health and Human Services to the Illinois Department of Child and Family Services, and more. His career centers on the application of a well-being framework based on a scientific understanding of child development; the effects of exposure to adverse childhood experiences on the overall health and well-being of children; integrating empirical evidence into public policy and service delivery; and building the capacity of public and private child- and family-serving systems and organizations to produce positive outcomes.

Forrest Moore, Ph.D., Policy Fellow, Senior Advisor - Will serve as an in-kind advisor to the Chapin Hall consultants for Years 5 and 6. Dr. Moore brings expertise in providing strategic guidance on research and evidence use to youth servicing agencies across a multitude of issues, including the overrepresentation of children and young people of color (and their families) in public systems like child welfare and justice. Dr. Moore specializes in designing and implementing feasible action plans to improve delivery of and outcomes associated with youth development programming, especially those focused on highly vulnerable subgroups of youth and young adults. He has extensive expertise working with public and private decision makers, especially in community based agencies. His approach emphasizes the use of evidence in decision-making and the application of implementation science principles within systems, program and practice change efforts.

Kiljoong Kim, Ph.D., Senior Policy Analyst/Researcher, Data Analytics Lead. FY2022 Kiljoong Kim will be at .19 full-time employee status (FTE) for a total of 370 hours and Stephanie Cleary will be at .45 FTE for a total of 870 hours for FY2022. For FY2023, Kiljoong Kim will be at .15 FTE for a total of 300. Dr. Kim will consult and collaborate to support the county's in data use for planning and inform the development of baseline and benchmark indicators based on the available data. Targeted support to AMAC-CW would focus on:

- Train-the-trainer training on use of local data analyses and evidence-based decision making
- Guidance on consideration of metrics for a data management tool or dashboard, i.e. County's Business Intelligence-Sisense which includes support in establishing a process to track kids that age out to up age 21 or older
- Support in identification of national and state-wide data trends
- Guidance on impact of and alignment to the NC state-wide Family First Prevention Services Act (FFPSA) prevention plan

- Support in establishing a FFPSA learning collaborative with other jurisdictions
- Support in establishing a practice model learning collaborative with other jurisdictions
- Lead and ensure process evaluation is completed annually
- Support in building sustainable practices from the process evaluation
- Train-the-trainer training on asset mapping and gap analysis FY2023
- Support the implementation of the AMAC-CW 3-Year Strategic Plan but specific the areas of hybrid collective impact and data analysis
- Meet all related Duke Endowment grant reporting requirements

Stephanie Cleary, MA., Ph.D. Student, Project Associate and Manager. Stephanie Cleary will be at .36 FTE at a total of 700 hours. The project assistant will provide administrative support for the research staff, assist in preparing research results, conduct literature reviews, and support materials development. Stephanie Cleary's targeted support to AMAC-CW would focus on:

- Guidance on implementation of an older and aging out youth practice model that aligns with the State SOP practice model roll-out (NC House Bill 630)
- Development of training materials and train-the-trainer training on the older and aging out youth practice model
- Guidance on integration of the FFPSA tenets into a practice model
- Support in establishing a FFPSA learning collaborative with other jurisdictions
- Support in establishing a practice model learning collaborative with other jurisdictions
- Capacity-building on integrating redesigned continuous quality improvement processes for data analyses
- Support in establishing systemic processes for a data analysis and evidence use culture
- Lead and ensure process evaluation is completed annually
- Support in building sustainable practices from the process evaluation
- Support the implementation of the AMAC-CW 3-Year Strategic Plan but specific the areas of hybrid collective impact and data analysis
- Meet all related Duke Endowment grant reporting requirements

Rate Statements and Calculations

Current salary rates are used for Year 1. An annual increase of 4% is anticipated for standard cost-of-living and merit adjustments.

PTO and Fringe Benefits

Paid Time Off (PTO) is an equitable way to distribute paid time off earned during the course of a research project. Based on historical data of staff paid time off earned and used, Chapin Hall has calculated a rate of 14% to be applied to salary expense. The PTO expense is calculated as the product of the PTO rate and actual hourly expense budgeted. Chapin Hall applies a fixed rate for fringe benefits (25.5%) to the PTO and salary expense. This rate is fixed for federal and non-federal projects, is assessed as a percentage of salary costs, and is expected to increase annually by a rate of 1.6%.

Other Direct Costs- Totals for each year can be seen in the detailed budget:

Travel. Travel is budgeted for four staff to travel for four 2-night, 3-day meetings in Cumberland County to facilitate the project, engage in planning and implementation supports, and to meet with the project funder as needed. Travel costs include airfare, per diem, hotel, local travel, and airport transportation. Note: Travel of \$18,000 for FY 2021-2022 was incurred in FY 2020-2021 but not provided due to travel restrictions related to COVID-19.

IT Services. Includes expenses attributable to the performance of projects: including depreciation on servers and printers, a proportion of software licenses, computer hardware and software, computing supplies, and some computing personnel. It also includes telecommunications.

Office Services. Includes personnel costs for office support services and general office costs including copying, faxing, postage, and ordinary office supplies related to the performance of projects. The office services charge includes an allocation of rent related to research personnel on this project.

Research Services. Includes personnel costs involved in the administration of projects including editing support, budget monitoring, facilitating contract execution, invoicing, and expense reimbursements. Research services also include expenses related to the IRB process and data management.

Indirect Costs. Chapin Hall has a federally negotiated indirect cost rate of 56.6%, but has capped the indirect rate at 15% for this proposal.

Total Cost and Contract Invoicing Scheduling = \$232,219
Fiscal Year: July 1, 2021 through June 30, 2024

The price for consulting contract for Chapin Hall at the University of Chicago (CH) to develop and conduct an external and internal hybrid Collective Impact initiative for an integrative service delivery model for aging out foster care and juvenile youth in transitioning to adulthood for the CCDSS. This three-year contract is based on availability of funds for:

- Fiscal Year for July 1, 2021 through June 30, 2022 in the amount of \$118,556. (Funding Source: Duke Endowment Grant) Note: Travel of \$18,000 for FY 2021-2022 was incurred in FY 2020-2021 but not provided due to travel restrictions related to COVID-19.
- Fiscal Year for July 1, 2022 through June 30, 2023 in the amount of \$95,410 (Funding Sources: \$86,400 Duke Endowment Grant & \$9,010 County Contracted Services)
- Fiscal Year for July 1, 2023 through June 30, 2024 in the amount of \$18, 253 (Funding Sources: County Contracted Services)

Available funds for each fiscal year will be billed and reimbursed quarterly beginning July 1st of each fiscal year. A monthly progress report outlining the deliverables for each service month will be required and due to CCDSS by the 15th of the month following the service month, ex. July service month Progress Report is due August 15th with the exception of the final progress report which is due on May 31st. The Progress Reports must contain at a minimum deliverables related to the AMAC-CW Strategic Plan - Hybrid Collective Impact (HCI) and Data & Analytics activities. The release of funds will be based on the deliverables received by CCDSS.



DEPARTMENT OF PUBLIC HEALTH

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 4, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR

DATE: 9/23/2021

SUBJECT: CONSIDERATION OF FLU VACCINE FEE INCREASE TO MEDICAID RATE AND WAIVING OF ADMINISTRATION FEE FOR THE CUMBERLAND COUNTY HEALTH DEPARTMENT

BACKGROUND

The Cumberland County Department of Public Health (CCDPH) provides flu vaccines to the citizens of Cumberland County. Fees are recommended for each vaccine by considering the acquisition cost of the vaccine, the Medicaid rate, 3rd Party rates and the type of vaccine being administered. After a review of the flu vaccines to be administered during FY22, it was determined that the fees for Flublok (CPT-90682), Fluzone High Dose (CPT-90662), and Flu Preservative Free (CPT-90686) were set below the Medicaid rate. Historically, we have waived the administration fee for uninsured and underinsured adults. The proposed administration fee for 1 vaccination is \$24.

During the Board of Health Meeting on September 21, 2021 the Board of Health approved to increase the rates and waive the vaccine administration fee for flu.

Vaccine	Current Rate	CMS Rate	Proposed Rate	Justification
90472 Admin Fee	\$16.00	\$20.15	\$21.00	CMS Rate
2 or more vaccines				Increase
90662 Fluzone	\$61.00	\$61.24	\$62.00	CMS Rate
High Dose 65 and up				Increase
90682 Flublok 50-64 years	\$61.00	\$61.24	\$62.00	CMS Rate
90686-Flu Preservative Free (36 months and	\$20.00	\$19.85	\$20.00	No increase

up)

For the 2021-2022 flu season, the Health Department will be able to provide the flu vaccine at no cost to the uninsured and underinsured. CCDPH has received COVID-19 funds, which will offset the cost of flu vaccines for the uninsured and underinsured. Adults (19 and older) enrolled in the Be Smart Family Planning program and uninsured pregnant women are already eligible to receive flu vaccinations at no cost. Children age 18 and under are also able to receive the vaccine at no cost through the Vaccines for Children program.

RECOMMENDATION / PROPOSED ACTION

Recommend approval to increase Flu Vaccine as follows based on the current approved Medicaid rate and waiving the Administration fee for uninsured and underinsured adults

- 90472 Administration fee from \$16.00 to \$21.00 (Two or more vaccines)
- 90662 Fluzone from \$61.00.00 to \$62.00
- 90682 Flublok from \$61.00 to \$62.00
-



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 4, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 9/24/2021

SUBJECT: LIBRARY BOARD OF TRUSTEES (3 VACANCIES)

BACKGROUND

The Library Board of Trustees has the following three (3) upcoming vacancies:

Irene Grimes – completing first term on December 31, 2021.

Eligible for reappointment. The Library Board of Trustees recommends the reappointment of Ms. Irene Grimes. (See attached)

Katrina Tiffany – completing second term on December 31, 2021.

Not eligible for reappointment. The Library Board of Trustees recommends **Joseph “Bart” Fisher**. (See attached)

Belinda Wilkerson – completing second term on December 31, 2021.

Not eligible for reappointment. The Library Board of Trustees recommends **Ariel Matthews**. (See attached)

I have attached the current membership list and applicant list for this board.

RECOMMENDATION / PROPOSED ACTION

Make nominations to fill the three (3) vacancies above.

ATTACHMENTS:

Description

Library Board of Trustees Nomination Backup Information

Type

Backup Material

Library Board of Trustees

The Library Board of Trustees formulates and adopts programs, policies and regulations for the government of the library, subject to the fiscal control and other policies and regulations of the Board of County Commissioners. The Library Director acts as secretary to the Board and reports to an Assistant County Manager.

Statutory Authorization: NCGS 153A-265

Member Specifications:

7 Members

Term: 3 Years

Compensation: None

Duties:

- Formulate and adopt programs, policies and regulations for government of the library, subject to the fiscal control and other policies and regulations of the Board of County Commissioners;
- The Board makes recommendations to the governing body concerning the construction and improvement of buildings and other structures for the Library system;
- Supervises and cares for the facilities of the Library system;
- Appoints a Director of Library Services;
- Establishes a schedule of fines for late return of, failure of return, damage to, and loss of Library materials, and to take other measures to protect and regulate the use of such materials;
- Participate in preparing the annual budget for the Library system for approval by the Board of County Commissioners;
- Extends the privileges and use of the Library system to non-residents of Cumberland County, on any terms or conditions the Library Board may prescribe.
Advises the Board of County Commissioners on Library matters;
- Accepts, on behalf of and in the name of Cumberland County, any gift, grant, bequest, exchange, loan, etc., without the prior approval of the Board of County Commissioners.

Meetings: Third Thursday of each month at 9:05 AM; exception is 2nd Thursday in December and no regularly scheduled meetings in July and August. The approximate amount of time a Library Trustee would devote to the Board each month is two to four hours for meeting attendance with variable preparation and follow-up time. Periodic committee meeting attendance may be required. Trustee committees are: By-Laws (on call) and Nominating (on call). Trustees also volunteer to attend County Commissioner meetings and Friends of the Library meetings.

Meeting Location: Various libraries throughout the County



Public Library

MEMORANDUM

DATE: September 16, 2021
TO: Charles Evans, Chairman, Board of County Commissioners
FROM: Belinda Wilkerson, Library Board of Trustee Chair *BW*
THRU: Faith Phillips, Library Director *FSP*
RE: Appointment Nominations and Reappointment for the Library Board of Trustees
(Items of Business)

At the September 16, 2021 Library Board of Trustee meeting, the Trustees approved the Nominating Committee's recommendations for the following actions:

1. The appointment of Joseph (Bart) Fiser to fill the one vacant seat on the Library Board of Trustees, and
2. The appointment of Ariel Matthews to fill the second vacant seat on the Library Board of Trustees, and
3. The reappointment of Irene Grimes to a second term (2022-2024) on the Library Board of Trustees.

The Board of Trustees respectfully request that the Commissioners consider the appointment of Joseph (Bart) Fiser and Ariel Matthews, and the reappointment of Irene Grimes be placed on the Commissioners October 4, 2021 meeting agenda.

We appreciate you and your fellow Commissioners consideration.

cc: Deputy Clerk to the Board Kellie Beam
Admin Coordinator to the County Manager Cindy Tucker

LIBRARY BOARD OF TRUSTEES

3 Year Term

All terms expire in December and begin in January. Recommendations for nominations placed on first meeting in October agenda and appointments placed on second meeting in October agenda. Although terms will not begin until the following January, the Library takes their new appointees through an orientation process in December before they begin serving in January.

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Katrina Tiffany 812 Norwood Street Fayetteville, NC 28305 850-2145/491-2111	11/18	2nd	Dec/21 12/31/21	No
Irene Grimes 3918 Colorado Drive Hope Mills, NC 28348 910-987-5923 Irene-grimes@hotmail.com	11/18	1st	Dec/21 12/31/21	Yes
Dennis Cedzo 2737 Colgate Drive Fayetteville, NC 28304 850-3520/229-8542/867-5309 dczedzo@aol.com	10/20	1 st full term	Dec/23 12/31/23	Yes
Belinda J. Wilkerson 1429 Pepperchase Drive Fayetteville, NC 28312 223-5189/401-447-4273	11/18	2nd	Dec/21 12/31/21	No
Ann McRae 202 Stedman Street Fayetteville, NC 28305 336-253-7404 Arm_3@yahoo.com	12/19	1st	Dec/22 12/31/22	Yes
Pamela Suggs Story 631 West Cochran Ave Fayetteville, NC 28301 339-8350/286-0783/678-2621 Venus_28301@yahoo.com	10/20	1st	Dec/23 12/31/23	Yes
Jeremy Fiebig 5400 Ramsey Street Fayetteville, NC 28311 910-747-0061 figurativelyspeaking@gmail.com	12/19	1st	Dec/22 12/31/22	Yes

Contact: Marili Melchionne or Faith B. Phillips– 483-7727 x1304

Meeting Date: 3rd Thursday of each month at 9:05 AM; (exception would be 2nd Thursday in December and no regularly scheduled meetings in July and August) – Meeting locations are different libraries within the County.

**APPLICANTS FOR
LIBRARY BOARD OF TRUSTEES**

<u>NAME/ADDRESS/PHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
CARVER, PAMELA E. (W/F) PO BOX 42 LINDEN NC 28356 980-0933/818-8957 PCARVER57@AOL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	RETIRED TEACHER	BS
COX, STACY A. (ASIAN/F) 7528 WILKINS DRIVE FAYETTEVILLE NC 28311 910-476-7367 SAKUNI@AOL.COM *SERVES ON THE BOARD OF HEALTH* Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	HOMEMAKER DISABLED	SOME COLLEGE
FISER, JOSEPH "BART" (-/M) 1010 HAY STREET FAYETTEVILLE NC 28305 513-885-4988/615-5572 BFIZE53@YAHOO.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: LEAD CLERMONT COUNTY OHIO CATEGORY: GENERAL PUBLIC	HEALTH CARE LEADERSHIP	MASTERS
MATTHEWS, ARIEL B. (-/F) 1705 FORT BRAGG RD FAYETTEVILLE NC 28303 863-430-3917 ARBRMA@AD.UNC.EDU Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	GRADUATE STUDENT UNC	MS-LIBRARY SCIENCE



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 4, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 9/22/2021

SUBJECT: BOARD OF ADJUSTMENT (1 VACANCY)

BACKGROUND

At their September 20, 2021, meeting, the Board of Commissioners nominated the following individuals to fill one (1) vacancy on the Board of Adjustment:

NOMINEE(S)

Regular Member:

Vickie Mullins (new appointment)

I have attached the current membership list for this Board.

RECOMMENDATION / PROPOSED ACTION

Appoint individual to fill the one (1) vacancy above.

ATTACHMENTS:

Description

BOA Membership Roster

Type

Backup Material

BOARD OF ADJUSTMENT
3 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Robert E. Davis (B/M) 901 Kaywood Drive Fayetteville, NC 28311 910-488-1194	8/21	1st	Aug/24 8/31/24	Yes
Linda Amos (B/F) 917 Bashlot Place Fayetteville, NC 28303 910-261-4003	8/21 (serving unexpired term; eligible for two additional terms)	1st	June/22 6/30/22	Yes
Marva Lucas-Moore (B/F) 3014 Hampton Ridge Road Fayetteville, NC 28311 551-1904/227-9605 marva@lucasmoorerealtyinc.com	6/20 (serving unexpired term; eligible for one additional term)	1st	Sept/22 9/30/22	Yes
George Turner (W/M) 1012 Cain Road Fayetteville, NC 28303 221-4095/867-2116	9/18	2nd	Sept/21 9/30/21	No
Gregory Parks (W/M) 307 Devane Street Fayetteville, NC 28305 484-9666/483-8194	8/18	1st	Aug/21 8/31/21	Yes
<u>Alternate Members:</u>				
VACANT (Vacated by R. Davis)	8/19	2nd	Aug/22 8/31/22	No
Stacy M. Long (W/M) 1909 Partridge Drive Fayetteville, NC 28304 919-896-8970/919-633-8244	8/19	2nd	Aug/22 8/31/22	No
Vickie M. Mullins (W/F) 5905 Turnbull Road Fayetteville, NC 28312 910-322-3100 Girlimon1@aol.com	2/21 (serving unexpired term; eligible for two additional terms)	1st	June/22 6/30/22	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Alternate Members Continued:</u>				
Kenneth Turner (W/M) 2009 Rock Ave Fayetteville, NC 28303 484-0042/797-1896 kturneri@hotmail.com	8/21	1st	Aug/24 8/31/24	Yes
VACANT (Vacated by L. Amos)	10/19	1st	May/22 5/31/22	Yes

Meets 3rd Thursday of each month at 7:00 PM – Historic Cumberland County Courthouse, 130 Gillespie Street, Second Floor Hearing Room #3

Contact: Yolanda Bennett/David Moon - Planning & Inspections Department, 678-7608



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 4, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 9/24/2021

**SUBJECT: FAYETTEVILLE AREA CONVENTION AND VISITORS BUREAU
(FACVB) (3 VACANCIES)**

BACKGROUND

On September 20, 2021, the Board of Commissioners nominated the following individuals to fill three (3) vacancies on the Fayetteville Area Convention and Visitors Bureau Board of Directors:

NOMINEE(S)

At-Large Representative:

Westana Williams (new appointment)

Jimmy Keefe (new appointment)

Local Business Representative:

Tony Kotso-Poulos (new appointment)

I have attached the current membership list for this Board.

RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill the three (3) vacancies above.

ATTACHMENTS:

Description

FACVB Membership Roster

Type

Backup Material

FAYETTEVILLE AREA CONVENTION AND VISITORS' BUREAU
BOARD OF DIRECTORS
3 Year Terms

Name/Address	<u>Date</u> Appointed	Term	Expires	<u>Eligible For</u> Reappointment
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Appointed by Board of County Commissioners

Hotel/Motels under 100 rooms Representatives:

Sharon Lee Ambassador Inn 2621 Lone Pine Drive Fayetteville, NC 28306 910-485-8135	6/19	2nd	Mar/22 3/31/22	No
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Hotel/Motel over 100 rooms Representatives:

Adam Collier Fairfield Inn & Suites 3612 South River School Rd Wade, NC 28395 910-223-7867/910-309-9736	8/20	2nd	May/23 5/31/23	No
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At Large

Becki D. Kirby 2020 Calista Circle Fayetteville, NC 28304 910-261-4168	9/18	2nd	Sept/21 9/30/21	No
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At Large

Name
Street Address
City/State/Zip
Phone

Local Business

Name
Street Address
City/State/Zip
Phone

Appointed by FACVB Board of Directors

Hotel/Motel with 6000+ Meeting Space Representative

Sanda Budic Doubletree Hotel 2948 Rosemeade Drive Fayetteville, NC 28306 323-8282	7/18	2 nd	June/21 6/30/21	No
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FAYETTEVILLE AREA CONVENTION AND VISITORS' BUREAU
BOARD OF DIRECTORS
3 Year Terms

Fayetteville Area Convention and Visitors Bureau, Page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Hotel/Motel Representative</u>				
Subodh Thakur	7/18	2 nd	June/21	No
Regency Inn			6/30/21	
205 Kinlaw Rd				
Fayetteville, NC 28311				
483-2621(W)				

Local Business

Name

Street Address

City/State/Zip

Phone

Voting Members:

Cumberland County Manager or his/her designee

Amy Cannon, County Manager

General Manager of the Crown Complex or his/her designee position

James Grafstrom, CEO/Coliseum Complex Manager

City of Fayetteville Manager or his/her designee position

Doug Hewett City Manager

Non-Voting County Commissioner Liaison

Commissioner Charles Evans, Chairman

Non-Voting Ex-Officio Positions:

Airborne and Special Operations Museum

Tourism Development Authority

President of Fayetteville Area Hospitality Association

President of the Cool Springs Downtown District

President of the Fayetteville Cumberland County Economic Development Corporation

Fayetteville Area Convention and Visitors Bureau, Page 3

Past Chair of the Fayetteville Area Convention and Visitors Bureau

One (1) Position at Board Discretion

Contact: Randy Fiveash (or Kelly Brill), Fayetteville Area Convention & Visitors' Bureau –
483-5311 rfiveash@visitfayettevillenc.com & kbrill@visitfayettevillenc.com