

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: JUNE 12, 2017

AGENDA ITEM NUMBER: 13

SUBJECT:

RESOLUTION AWARDING A CONTRACT FOR TRANSLATION SERVICES (FORSYTH COUNTY DEPARTMENT OF SOCIAL SERVICES)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

The FCDSS presently contracts with seven (7) Full-Time Equivalent (FTE) Spanish-English interpreters to provide translation services as directed by FCDSS to any FCDSS customers who need these services in order to effectively communicate during the provision of FCDSS services; FCDSS also has an On-Call Foreign Language and Sign Language interpreter service and a telephonic interpreter service on an immediate "as needed" basis at the request of FCDSS staff in order to effectively communicate in the provision of services. Proposals were received on Wednesday, May 3, 2017, in response to a Request for Proposals (RFP) to consolidate translation services on behalf of the Forsyth County Department of Social Services (FCDSS) into one provider. Each proposal was evaluated and scored by five FCDSS Staff members regarding compliance with the criteria of the RFP, based upon ability to meet the service criteria, employee training, cost effectiveness, experience in providing these services, and financial resources.

Nine vendors submitted a bid package. The bids received are listed below:

Catholic Charities	\$ 340,000.00
Communication Access Partners	\$ 302,000.00
TransPerfect Translations International, Inc.	\$ 424,000.00
Interpreters Unlimited, Inc.	\$ 331,000.00
Linguistica International	\$ 476,000.00
Language Translation Services	\$1,020,416.00
TeleLanguage, Inc.	N/A
Language Line Solutions	\$ 629,000.00
AD Astra, Inc.	\$ 613,000.00

After a thorough evaluation based on the criteria of the RFP, County staff recommends that the contract to provide translation services, on behalf of the Forsyth County Department of Social Services, be awarded to Catholic Charities Diocese of Charlotte in the amount of \$340,000.

This contract will be fully funded by County Funds which are applied toward the TANF Maintenance of Effort (MOE).

As specified in the RFP, the term of the contract will be an initial one year term, from July 1, 2017 through June 30, 2018 with the right to extend the contract for two additional one-year periods, subject to agreement by both parties and funds being available for this purpose.

**RESOLUTION AWARDING A CONTRACT FOR TRANSLATION SERVICES
(FORSYTH COUNTY DEPARTMENT OF SOCIAL SERVICES)**

WHEREAS, proposals were received by the City/County Purchasing Department at 2:00 p.m. on the 3rd day of May, 2017, from nine vendors to provide translation services on behalf of the Forsyth County Department of Social Services (FCDSS); and

WHEREAS, proposals were evaluated and scored by five FCDSS Staff members regarding compliance with the criteria of the Request for Proposals (RFP): ability to best meet the service criteria, vendor employee training, cost effectiveness within Forsyth County, cost effectiveness outside of Forsyth County, experience in providing these services, and financial resources; and

WHEREAS, Catholic Charities Diocese of Charlotte was identified as having the best overall proposal to fulfill the requirements of the Request for Proposal; and

WHEREAS, it is the recommendation of the County Manager, the Social Services Director, and the Purchasing Director that a contract to provide translation services on behalf of the Forsyth County Department of Social Services be awarded to Catholic Charities Diocese of Charlotte, in the amount of \$340,000, for an initial one year term from July 1, 2017 through June 30, 2018 with the right to extend the contract for two additional one-year periods, subject to agreement by both parties and funds being available for this purpose;

NOW, THEREFORE, BE IT RESOLVED that the Forsyth County Board of Commissioners hereby awards a one-year contract to provide translation services, on behalf of the Forsyth County Department of Social Services, to Catholic Charities Diocese of Charlotte, in the amount of \$340,000, and that the County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the contract consistent with the terms of the RFP issued by the County, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

BE IT FURTHER RESOLVED by the Forsyth County Board of Commissioners that the County Manager is authorized to extend the contract for two additional one-year periods, subject to agreement by both parties and funds being available for this purpose.

BE IT FURTHER RESOLVED by the Forsyth County Board of Commissioners that the County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, subsequent contracts or contract amendments thereto for these services with this Provider within budgeted appropriations in the current and future fiscal years, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this 12th day of June 2017.

NORTH CAROLINA)

A G R E E M E N T

FORSYTH COUNTY)

THIS AGREEMENT is made and entered into this 1ST day of July, 2017, by and between Forsyth County ("the County"), on behalf of its Department of Social Services ("FCDSS"), and Catholic Charities Diocese of Charlotte, ("Provider").

DUNS# 56-1058954

W I T N E S S E T H :

I.

For the purposes and subject to the terms and conditions hereinafter set forth, the County hereby offers to pay for, and Provider accepts the offer to deliver the services of the fulltime equivalent (FTE) of 7 qualified Spanish-English interpreters to provide interpretation services Monday – Friday 8:00am – 5:00pm; the services of qualified Sign Language interpreters, qualified multilingual language interpreters and Telephonic services of qualified multilingual interpreters at the request of FCDSS on an 'as needed' basis including business hours after hours, Holidays, and Weekends on an 'as needed' basis directed by FCDSS to any FCDSS clients who need these services in order to effectively communicate during the provision of FCDSS services, and the Provider agrees to provide the services to the County in accordance with the terms of this Agreement.

II.

1. **AGREEMENT DOCUMENTS:** This Agreement consists of the following documents:

- a) This underlying Agreement, pages 1-8 (Scope of Work, Section III, page 3, substituted for NC DHHS's recommended "B" Attachment)
- b) *The General Terms and Conditions (**Attachment A**), pages 1-4
- c) *Federal Certification Regarding Drug-Free Workplace and Certification Regarding Nondiscrimination (**Attachment C**), pages 1-3
- d) *Conflict of Interest (**Attachment D**), pages 1-2
- e) *No Overdue Taxes (**Attachment E**), page 1
- f) *Federal Certification Regarding Environmental Tobacco Smoke (**Attachment F**), page 1
- g) *Federal Certification Regarding Lobbying (**Attachment G**), pages 1-3
- h) *Federal Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction (**Attachment H**), pages 1-2
- i) *HIPAA Business Associate Addendum (**Attachment I**), pages 1-4
- j) *State Certifications Regarding Transportation (**Attachment J**), page 1
- k) IRS federal tax exempt letter or 501(c); (**Attachment K**), <http://www.irs.gov/pub/irs-fill/k1023.pdf>, page 1
- l) Notice of Certain Reporting and Auditing Requirements (**Attachment L**), pages 1-4
- m) *State Contractor Certifications (**Attachment M**), pages 1-2
- n) Agreement Determination Questionnaire: Purchase of Service versus Financial Assistance, (**Attachment N**), page 1
- o) *Agreement With Respect to Language Access Policy for Persons with Limited English Proficiency, (**Attachment O**), page 1-3
- p) *Certification of Eligibility Under the Iran Divestment Act, (**Attachment P**), page 1

This Agreement and the above-cited Attachments constitute the entire agreement between the Parties and supersedes all prior oral or written statements or agreements.

***Notice: Unless previously signed and currently in effect, Provider agrees (1) to sign individually all Attachments marked above by an asterisk for fiscal year 2017-2018 and (2) that all Attachments are incorporated herein by reference. Further, the parties understand and agree that:**

- all signed Attachments shall renew automatically each consecutive fiscal year thereafter for the duration of each new underlying Agreement unless the parties elect to change the terms,
- all signed Attachments are incorporated by reference into each new underlying Agreement for future fiscal years,
- the terms and provisions of all signed Attachments shall remain in full force and effect for future fiscal years if the parties execute an underlying Agreement for future fiscal years, and
- all signed Attachments shall continue to remain effective throughout the duration of each signed underlying Agreement in future fiscal years.

2. **PRECEDENCE AMONG AGREEMENT DOCUMENTS:** In the event of a conflict between or among the terms of the Agreement and the Attachments, the terms in the 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 Agreement Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3. **REVERSION OF FUNDS:** Any unexpended grant funds shall revert to the County Department of Social Services upon termination of this Agreement.
4. **REPORTING REQUIREMENTS:** The Provider shall comply with audit requirements as described in
 - N.C.G.S. §143C-6-22 "Use of State funds by non-State entities";
 - N.C.G.S. §143C-6-23 "State grant funds: administration; oversight and reporting requirements;" and
 - C.F.R Title 2 "Grants and Agreements", Subtitle A "Office of Management and Budget Guidance for Grants and Agreements", Chapter II "Office of Management and Budget Guidance", Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"; and shall disclose all information required by
 - C.F.R. Title 42 " Public Health", Chapter IV "Centers For Medicare & Medicaid Services, Department Of Health And Human Services"; Subchapter C "Medical Assistance Programs", Part 455 "Program Integrity: Medicaid"; Subpart B "Disclosure Of Information By Providers And Fiscal Agents"
 - Section 455.104 "Disclosure By Providers And Fiscal Agents: Information On Ownership And Control",
 - Section 455.105 "Disclosure By Providers: Information Related To Business Transactions"; and
 - Section 455.106 "Disclosure By Providers: Information On Persons Convicted Of Crimes" (October 1, 2007).
5. **AGREEMENT ADMINISTRATORS:** All notices permitted or required to be given by one Party to this Agreement to the other Party to this Agreement and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement administrator as set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For the County:

Cindy Fuhrken, Contracts Manager
 Forsyth County Dept. of Social Services
 741 North Highland Avenue
 Winston-Salem, NC 27101
 Telephone: 336-703-3421
 Fax: 336-727-2850
fuhrkecl@forsyth.cc

For Provider:

Gerard A. Carter, Ph.D., Executive Director/CEO
 Catholic Charities Diocese of Charlotte
 1123 S. Church Street
 Charlotte, NC 28203-4003
 Telephone: 704-370-3250
 Fax: 704-370-3298

6. **SUPPLEMENTATION OF EXPENDITURE OF PUBLIC FUNDS:** The Contractor assures that funds received pursuant to this Agreement 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 Agreement 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.
7. **DISBURSEMENTS:** As a condition of this Agreement, 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.

8. **OUTSOURCING TO OTHER COUNTRIES:** The Contractor certifies that it has identified to the County all jobs related to the Agreement 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 Agreement without providing notice to the County.
9. The Provider shall supply, at its sole expense, all equipment, tools, materials, or supplies required to provide contracted services unless otherwise agreed in writing.
10. **FEDERAL CERTIFICATIONS:** The Provider understands and agrees that individuals and organizations receiving federal funds shall comply with certain Certifications required by federal laws and requirements as per Provider's signature on the **Attachments C, F, G, and H**, of this underlying Agreement. The Provider represents that it is in compliance with all Federal Certifications Regarding:
 - Drug-Free Workplace and and Certification Regarding Nondiscrimination;
 - Environmental Tobacco Smoke;
 - Lobbying; and
 - Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions as per the signature of Provider's authorized representative on the attached Certifications.

III.

SCOPE OF PROVIDER SERVICES (substituted for NCDHHS's recommended "B" Attachment):

Provider understands and agrees that it shall perform services in compliance with this Agreement as follows:

1. Provider shall provide the fulltime equivalent (FTE) of (7) seven qualified Spanish-English interpreters to FCDSS to provide FCDSS interpretation services as directed by FCDSS on site as follows: (6) interpreters Monday –Friday 8:00am to 5:00pm; (1) one interpreter Monday-Friday 11:00am to 3:00pm; and (1) interpreter Monday-Friday 1:00pm-5:00pm. Notify the FCDSS Contracts Manager or his/her designated representative in the event that Provider is not able to provide the services of 7 FTE qualified interpreters due to illness, leave time, or holidays other than established County holidays. Any questions or concerns regarding the quality of services provided by any interpreter will be addressed by conference between the FCDSS Contracts Manager and Business Officer and the Provider's designated representative.
2. Provide On-Call services on an "as needed" basis for qualified Foreign Language interpreters to assist FCDSS staff with the provision of services to our customers. This is for unexpected or immediate interpretation needs. This service should be available during normal business hours Monday-Friday 8:00am-5:00pm, afterhours, weekends and Holidays.
3. Provide On-Call services on an "as needed" basis for an American Sign Language (ASL) interpreters to assist FCDSS staff with the provision of services to our customers. This is for planned, unexpected or immediate interpretation needs. This service should be available during normal business hours Monday-Friday 8:00am-5:00pm, afterhours, weekends and Holidays. These interpreters must be certified to interpret in North Carolina and comply with industry Code of Ethics of the National Registry of Interpreters for the Deaf (NRID).
4. Provide qualified Foreign Language interpreters available by telephone on an immediate "as needed" basis at the request of FCDSS staff in order to communicate effectively in the provision of services. These services should be available during normal business hours Monday-Friday 8:00am-5:00pm, afterhours, weekends and Holidays and are to be provided through a sub-contract with Catholic Charities Diocese of Fort Worth – TIN.
5. Provide FCDSS staff with an 800# to call when the need for an on-call interpreter arises with a dedicated answering service to route incoming calls to a live operator. For an immediate need, the assigned interpreter will arrive at the agreed upon location within two hours from the moment the assignment is accepted. Interpreter should be identified with a TIE interpreter badge and have an assessment voucher for FCDSS staff approval upon completion of assignment.
6. Provider shall provide interpreters that have been fully vetted in language proficiency and interpreter training and are expected to adhere to the Interpreter Code of Ethics Exhibit #1, which is attached hereto and incorporated herein by reference, whether an employee or Contract employee of the Provider or Temporary staff, and provide FCDSS with a signed copy from each interpreter acknowledging the receipt.
7. Provider shall provide only interpreters that have completed and passed the language proficiency assessment designated by the Provider from a list of approved language proficiency assessment vendors. The language proficiency assessment may be waived with proof of advanced language proficiency through a recognized assessor.
8. Provide to all interpreters assigned to provide services for FCDSS with information on an on-going basis regarding available Continuing Education Units and/or courses, programs, training available to them. Ensure that all interpreters provide verification that they have participated and successfully completed such trainings at least once per year to continue providing services to FCDSS in order to meet USDA requirements.
9. Provider shall comply, and shall ensure that all full-time and part-time employee(s) assigned to FCDSS pursuant to this Agreement comply, with the usual and customary standards of performance and professional responsibility for interpreters.

17. **WORK AUTHORIZATION:** Comply, and ensure that subcontractors comply, with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the **federal E-Verify program** to verify the work authorization of newly hired employees. Failure of the Provider to comply with this provision or failure of its subcontractors to comply could render this Agreement void under North Carolina law.
18. **Certification of Eligibility Under the Iran Divestment Act.** Provider hereby certifies that it is not on the North Carolina State Treasurer's list, prepared pursuant to NCGS §143C-6A-4, of persons engaging in business activities in Iran, nor will Provider utilize on this agreement any subcontractor on such list entered into between the parties hereto. **Attachment P** Agreement is signed, incorporated herein by reference as if fully set forth herein, and is concurrently initiated during FY 2017-18.

IV.

Provider shall begin services effective July 1, 2017, and, unless sooner terminated by mutual consent or as hereinafter provided, shall provide services until June 30, 2018. Whereas the current one-year term ends June 30, 2018, the parties agree that FCDSS will have an option to renew up to two (2) additional one-year terms up through and including the 2019-2020 fiscal year following good faith negotiation between the parties. Either party shall have the right to terminate this Agreement for services upon (30) thirty days notice in writing to the other party. FCDSS holds the right to suspend services of the Provider immediately if information is received that Provider's actions or inactions may put FCDSS employees or beneficiaries referred for services in any type of danger or possible harm.

V.

As full compensation for the Provider's services, the County agrees to pay the Provider as follows:

1. at a rate not to exceed \$22.53 per hour of Spanish-English interpreter services provided on-site on a daily basis during the 'standard hours' of 8:00 AM and 6:00 PM weekdays;
2. at a rate not to exceed \$38.59 per hour of Spanish-English interpreter services provided on-site on a daily basis Spanish-English during the 'non-standard hours' of 6:00 PM and 8:00 AM weekdays;
3. In addition to the hourly compensation for on-site daily Spanish-English services, in the event that an interpreter is required to use his/her personal vehicle in the performance of an off-site assignment to assist a case worker, the County will pay a travel fee at the mileage rate not to exceed \$.535 per mile, round-trip from the site of the assigned interpreter to the location of the assignment;
4. at a rate not to exceed \$38.59 per hour of interpreter services provided on-call Spanish-English during the 'standard hours' of 8:00 AM and 6:00 PM seven (7) days per week assessed at a two hour minimum; if the assignment exceeds two hours, the rate will be billed in fifteen minute increments at a rate not to exceed \$9.65 per fifteen minutes;
5. at a rate not to exceed \$57.89 per hour of interpreter services provided on-call Spanish-English during the 'non-standard hours' of 6:00 PM and 8:00 AM weekdays, week-ends, and Holidays assessed at a two hour minimum; if the assignment exceeds two hours, the rate will be billed in fifteen minute increments at a rate not to exceed \$14.47 per fifteen minutes;
6. at a rate not to exceed \$46.31 per hour of interpreter services provided on-call of other Foreign Languages during the 'standard hours' of 8:00 AM and 6:00 PM seven (7) days per week assessed at a two hour minimum; if the assignment exceeds two hours, the rate will be billed in fifteen minute increments at a rate not to exceed \$11.53 per fifteen minutes;
7. at a rate not to exceed \$69.46 per hour of interpreter services provided on-call other Foreign Language during the 'non-standard hours' of 6:00 PM and 8:00 AM weekdays, weekends, and Holidays assessed at a two hour minimum ; if the assignment exceeds two hours, the rate will be billed in fifteen minute increments at a rate not to exceed \$17.37 per fifteen minutes;
8. at a rate not to exceed \$55.00 per hour for Sign Language interpreter services provided on-call during the 'standard hours' of 8:00 AM and 6:00 PM weekdays assessed at a two hour minimum; if the assignment exceeds two hours, the rate will be billed in half hour increments at a rate not to exceed \$27.50 per half hour;
9. at a rate not to exceed \$82.50 per hour for Sign Language interpreter services provided on-call during the 'non-standard hours' of 6:00 PM and 8:00 AM weekdays, week-ends, and Holidays assessed at a two hour minimum; if the assignment exceeds two hours, the rate will be billed in half hour increments at a rate not to exceed \$41.25 per half hour;
10. In addition to the hourly compensation for on call foreign language and sign language interpreters, the County will pay a travel fee at the mileage rate not to exceed \$.535 per mile and shall be assessed per mile round-trip from the home of the interpreter to the location of the assignment, not to exceed 70 miles per assignment;

11. A cancellation of a Sign Language assignment with less than a twenty-four (24) hour notice will be billed the scheduled length of time of the assignment or a minimum of two (2) hours, whichever is greater. Cancellations with more than twenty-four (24) hour notice but less than forty-eight (48) hours will be billed at half of the scheduled length of time of the assignment or a minimum of two (2) hours, whichever is greater. Cancellations with more than forty-eight (48) hours will not be billed.
12. At a flat rate of \$0.99 per minute for Telephonic Foreign Language Interpretation services for all languages.

The County shall make payment to Provider within (30) thirty days of receipt of an invoice and supporting documents, provided that all elements of the Agreement are satisfactorily met.

If Provider fails to submit invoice(s) by the tenth (10th) day of the month for the previous service month as described in Section III-1 herein, and if such failure results in a loss of revenue to the County, the County shall reduce its payment(s) to Provider by an amount equal to the lost revenue.

Total payments under this contract are not to exceed \$340,000 during fiscal year ending June 30, 2018, without executing a written contract amendment.

This contract consists of \$0.00 in Federal funds (CFDA# 93.558), \$0.00 in State funds, and \$340,000.00 in County funds towards TANF MOE. SIS Code 871/873

There are no matching requirements from the Contractor.

VI.

The Provider shall maintain for the duration of this contract, at its sole expense, the following insurance coverage:

- A. **Commercial Liability Insurance:** The Provider shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance shall name Forsyth County, its officials, officers, and employees as additional insureds with respect to performance of the services of this contract. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds and shall be primary with respect to insurance or self-insured retention programs covering Forsyth County, its officials, officers, and employees.
- B. **Business Automobile Liability Insurance:** The Provider shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles used to provide services under this Agreement.
- C. **Workers' Compensation and Employers' Liability Insurance:** The Provider must maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$100,000 each accident.
- D. **Professional Liability Insurance:** The Provider shall maintain professional liability insurance with limits of not less than \$1,000,000 per occurrence. Such insurance shall name the County, its officials, officers and employees as additional insureds with respect to performance of the services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds. Coverage shall be primary with respect to any insurance of self-insured retention programs covering the County, its officials, officers and employees, shall include a special project endorsement, and shall include all professional liability claims against the insured and the incurred legal costs of defending those claims.
- E. **Other Insurance Requirements:** The Provider shall:
 - Prior to commencement of services, furnish the County with properly executed certificates of insurance which shall clearly evidence all insurance required in this section, and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days' prior notice to the County at the following address: Forsyth County Risk Manager, Finance Dept., 201 North Chestnut Street, Winston-Salem, NC 27101.
 - Provide certified copies of endorsements and policies, if requested by Forsyth County, in lieu of or in addition to certificates of insurance.
 - Replace certificates, policies, and endorsements for any such insurance that expires prior to the completion of services under this Agreement.
 - Maintain such insurance with insurers authorized to do business in North Carolina and having A.M. Best Company ratings of not less than A: VII.

Any alternatives to these requirements shall require written approval of the County's Risk Manager. This contract must not be executed without a properly executed certificate of insurance evidencing all required coverage, including evidence of required additional insured.

VII.

1. The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's or Provider's employees' acts or omissions. The Provider agrees to hold the County harmless from and against any claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider or Provider's employees.
2. The Provider shall not subcontract any of the work contemplated under this Agreement without prior written approval from FCDSS. The County shall not be obligated to pay for any work performed by any unapproved subcontractor.
3. The Provider or Provider's employees shall not be treated as employees of the County with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The Provider understands that neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider further understands and agrees that the Provider or Provider's employees are fully responsible for the payment of any taxes arising from the payment of monies under this Agreement.
4. The Provider or Provider's employees shall not be treated as employees of the County with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.
5. The Provider or Provider's employees have no authority to enter into contracts or agreements on behalf of the County.
6. The Provider declares that it has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement.
7. The Provider agrees to retain all books, records and other documents relevant to this Agreement for five (5) years after final payment or until all audits continuing beyond this period have been completed. Federal auditors and any persons authorized by the NCDHHS Division of Social Services, the NCDHHS Division of Medical Assistance, or the County shall have the right to examine any of the materials that are public records. In the event the Provider dissolves or otherwise goes out of existence, records produced under this Agreement will be turned over to the County.

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to choice of law principles. The Provider, by signing this Agreement, agrees and submits, solely for matters concerning this Agreement, 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 Forsyth County, North Carolina. The place of this Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Forsyth County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement 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 Agreement shall remain in full force and effect, except to the extent they rely on the unenforceable provision(s).

This Agreement is the entire agreement between the parties as to the subject matter referenced herein, supersedes all prior oral or written statements or agreements, and no amendment may be made to this Agreement except with the prior written consent of both parties.

The Provider and the County have executed this Agreement in duplicate originals, with one original being retained by each party.

SIGNATURE WARRANTY: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

IN WITNESS WHEREOF, the County and the Provider have set their hands and seals as of the day and year first above written.

PROVIDER

FORSYTH COUNTY

By: _____ (Signature)
(Printed Name) _____
(Title) _____

By: _____
Debra Donahue
Director, Dept. of Social Services

EIN: 56-1058954
Status: Public
 Private, Not for Profit
 Private, For Profit

Financial Reporting Year:
July 1 to June 30

By: _____
J. Dudley Watts, Jr.
County Manager

ATTEST:

By: _____
Carla D. Holt
Clerk to the Board

Approved as to form and legality:

Date: _____

By: _____
Assistant County Attorney