

Request for Proposals

RFP #21-031

Psychological Evaluations and Services
Wake County Human Services
Child Welfare Division



Proposals are due April 29, 2021,
before 3:00 PM

1 Introduction

1.1. Introduction

Wake County, North Carolina (“the County”) is requesting Proposals from qualified Proposers to provide adult and child psychological testing and evaluations to clients as required by Court Order or as determined necessary by Wake County Human Services (“WCHS”) Child Welfare Division in foster care cases or to assist with permanency planning. Throughout this Request for Proposals (“RFP”), the “Proposer” refers to the company that submits Proposals and the “Provider” refers to the Proposer who is selected to provide the services described within this RFP.

1.2. Qualification Requirements

Proposers that submit a response to this RFP may be individual psychologists with their own practice or a large practice with a staff of psychologists. Proposers are to meet education, training and licensing requirements as set forth by the North Carolina Board of Psychology, and must have an North Carolina Psychology license in good standing.

Proposers are to also provide a detailed listing of their experience in providing the services described in this RFP, along with contact information for WCHS to use as a referral.

1.3. Scope of Services

1. The Provider will provide psychological testing and evaluations, interpretations and consultation services to identified WCHS clients. An additional purpose of such assessments would be to assist WCHS to make recommendations for interventions that promote the wellbeing of the client.
2. The Provider is to conduct assessments only upon referral by WCHS. Specific referral criteria are established by WCHS to ensure appropriate utilization of the services. Clients may present history of multiple entries into the child welfare system, cases of physical or sexual abuse, neglect, domestic violence or chronic substance abuse.
3. The Provider will be required to submit to WCHS, written psychological reports which include diagnostic impressions for each client evaluated.
4. The Provider may be required to provide Court testimony in some cases relevant to the completed evaluations.
5. The Provider is to also ensure office space necessary to conduct the activities as defined in this RFP and to support the confidential work with the referred clients.

6. In addition to in-office settings for the evaluations and assessments, the Provider may be expected to perform this work in alternative settings such as at jails/detention centers and regional WCHS centers within Wake County as needed or defined by WCHS.

1.4. Selection of Provider

It is the intent of the County to enter into a contract with the Proposer submitting the best offer in the judgment of Wake County. Proposals will be evaluated based on the Evaluation Criteria outlined in Section 5.1 (which includes Qualifications, Experience, and Cost). The County may select one or more Providers at its discretion to meet the required number of Providers it feels can serve existing cases.

1.4.1. Implementation Timeframe:

It is the County's intent to award a new contract for services by June 15, 2021. The successful Proposer is expected to start services on July 1, 2021. Each Proposer shall provide a plan with their Proposal on how the transition schedule will occur.

1.4.2. Length of Contract:

The contract for psychological services will be for a period of one (1) year, renewable for two (2) additional one (1) year periods by mutual agreement of both parties. Any subsequent contract will contain cancellation clauses, with and without cause.

1.5. General Bidding Requirements

When responding to this RFP, please follow all instructions carefully. Submit Proposal contents according to the outline specified and submit documents according to the instructions. Failure to follow these instructions may be considered a non-responsive Proposal and may result in immediate elimination from further consideration.

By submitting a Proposal, Proposers acknowledge that:

1.5.1. The County reserves the right to reject any or all Proposals if it determines that select Proposals are not responsive to the RFP. The County reserves the right to reconsider any Proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information.

1.5.2. The County will receive Proposals at the time and place noted in Section 2 of this document. At that point, the County will close the receipt of Proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.

2 General Submittal Requirements

2.1. Proposal Contact

This RFP, and any subsequent action taken as a result thereof, is issued by Wake County Procurement Services in accordance with North Carolina General Statutes on behalf of the County. Proposal responses should be directed to Procurement Services, specifically as outlined below. In regard to this RFP and subsequent procurement process, Proposers shall make NO CONTACTS, either written or verbal, with any Wake County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the Proposal Contact. **Any attempt by a Proposer to contact or influence a member or members of the aforementioned will result in the immediate disqualification of the Proposer from award for items or services on this RFP.**

Proposal Contact:

Melissa England

Wake County Procurement Services

Email: Melissa.england@wakegov.com

Telephone Number: 919-856-6327

2.2. Proposal Submittal Requirements

Proposers are required to prepare their Proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. In lieu of hard copies, proposers should submit an email response to the following email address Bids@wakegov.com and enter RFP #21-032 in the subject line. By virtue of submitting an electronic response, you agree to the following:

- Response to be submitted to: Bids@wakegov.com
- Acceptable file types are: PDF, Word, Excel, and like. Zip files will be rejected.
- All files will be submitted for virus scan. Any files containing such will be rejected with no automatic re-submittal.
- Files submitted are to be directly related to the subject RFP. No promotional type material will be considered.
- Vendors should submit their responses via email to the mailbox listed above.
- File size limits are limited, the default maximum size supported for the entire email would be 35MB.
- Any failure of a file to be received, for any reason, will be totally a vendor / submitter responsibility.

Mailing Address:

Melissa England

Wake County Procurement Services

Wake County Justice Center - Room 2900

301 S. McDowell Street

Raleigh, NC 27602

The County must receive Proposals BEFORE **3:00 PM, April 29, 2021.** **Late Proposals will not be accepted.** The time of receipt shall be determined by the time in the email message. The County will not be held responsible for the failure of any file to be received prior to the stated Proposal due date and time. It is solely the Proposer's responsibility to: (1) Ascertain

that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) Ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted. Failure to respond to all questions and follow the instructions may result in immediate elimination from further consideration.

2.3. Proposer Expenses

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this RFP or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Wake County and/or its representatives.

2.4. Interpretations, Discrepancies, and Omissions

Should any Proposer find discrepancies, omissions or ambiguities in this RFP, the Proposer must request in writing, an interpretation from Proposal Contact listed within this document.

The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only requests answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. It is the County’s intent not to issue any addenda after April 16, 2021. If addenda are required beyond that date, every attempt will be made to notify all involved parties. However, that will in no way alleviate the bidder’s responsibility to insure they have all addenda prior to submitting a response.

2.5. Schedule

Key dates are summarized here, but are noted in relevant sections throughout the document. Please note these are tentative dates and may be changed as needed by the County.

Step	Date	Time
1. Wake County Issues RFP	April 1, 2021	----
2. Deadline for Written Questions and Request for Information	April 9, 2021	5:00 PM
3. Responses to Questions Provided	April 16, 2021	----
4. Deadline for Submission of Proposal	April 29, 2021	3:00 PM
5. Committee Ranks Proposals	May 2021 (Mid)	----
6. Notifications Sent to Successful and Unsuccessful Proposers	May 2021 (End)	----
7. Contract Approval Completed	June 2021	----

8. Service Operations Begin	July 1, 2021	8:00 AM
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2.6. General Clarifications and Questions

General clarifications and questions related to the RFP must be submitted in writing to the Proposal Contact designated in Section 2.1 and are due no later than 5:00 PM, April 9, 2021. Answers provided to questions will be posted to the County's Web site (<http://www.wakegov.com/finance/business/rfp/Pages/default.aspx>) by April 16, 2021.

2.7. Award

The County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a Proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. A proposing offer should therefore be based on the most favorable terms available from a price, business requirement and technical standpoint. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

2.8. Non-disclosure of County Information

The Proposer and its agents shall treat all data and information gathered by the Proposer and its agents, including this RFP and all reports, recommendations, specifications, and data as confidential. The Proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

2.9. Retention of Proposer Material

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

3 General Terms and Conditions

3.1. Certification

The Proposer hereby certifies that it has carefully examined this RFP and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any

corporation, firm or person submitting a Proposal for the same services and is in all respects fair and without collusion or fraud, so that all Proposals for the service will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

3.2. Conflict of Interest

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their Proposal.

3.3. Assignment

No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the County.

3.4. Indemnification

The Provider will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Provider, its subProviders, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Provider prompt, written notice of any such claim or suit. The County shall cooperate with Provider in its defense or settlement of such claim or suit. This section sets forth the full extent of the Provider's general indemnification of the County from liabilities that are in any way related to Provider's performance under this Agreement.

3.5. Independent Provider

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent Provider, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by this contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

3.6. Insurance

The Provider shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office.

Workers' Compensation Insurance, with limits for Coverage A Statutory- for State of North Carolina and Coverage B - Employers Liability \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement.

Abuse/Molestation Coverage, including sexual as well as other abuse, with limits no less than \$1,000,000.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.

The Provider shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Office and for three years subsequent for any claims made coverage. If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered.

3.7. Governing Law

This RFP and any resulting contract shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract be in conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

3.8. Confidential Information/Public Records Law

The County assumes no responsibility for confidentiality of information offered in a Proposal. The RFP does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the Proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. Wake County reserves the right to share any information submitted in response to this RFP or process with any person(s) or firm(s) involved in the review and evaluation process. Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. In the event that a request for inspection is made under public records law, the Proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.

3.9. Compliance with Laws and Regulations

Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this Proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Wake County at once, indicating in their letter the specific regulation that required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

3.10. Acceptance

Submission of any Proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the Proposal.

Furthermore, the County is not bound to accept a Proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all Proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the Proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the County's best interest. Moreover, the County reserves the right to make no selection if Proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

3.11. New Services

From time to time during the period of work outlined in the RFP and afterward, the County may elect to have the Proposer perform services that are not specifically described in the RFP but are related to the contracted services (the "New Services"), in which event the Proposer shall perform

such New Services on a time-and-materials basis, and at rates that do not exceed the rates negotiated in this contract. This will be accomplished through an amendment to the contract.

4 Detailed Submittal Requirements

4.1. Proposal Format:

Proposers shall prepare their Proposals in accordance with the instructions outlined in this section. Each Proposer is required to submit the Proposal in a sealed package. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. The Proposal should be organized into the following major sections:

- Completed Attachment A (Proposal Cover Page)
- Executive Summary
- Client References Attachment B
- Cost Proposal Attachment C

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

4.2. Executive Summary:

This section of the response should be limited to a brief narrative summarizing the Proposer's Proposal. The executive summary shall, at a minimum, highlight aspects of the Proposal that make it superior or unique in addressing the needs of the County this includes the company background & qualifications. Please note that the executive summary should identify the primary engagement contact. Contact information should include a valid e-mail address, fax number, and a telephone number.

4.3. Client References (Attachment B):

This section of the response should include a listing of current clients to include: services provided, clients name, address, contact person, telephone number, email address, and number of years providing services.

4.4. Cost Proposal (Attachment C):

Please include in this section the hourly rate of services proposed.

5 Evaluation Criteria

5.1. Evaluation and selection of vendor will be based on the following criteria:

- Experience
- Cost Analysis
- References

**ATTACHMENT A
PROPOSAL COVER PAGE**

Request for Proposals Psychological
Evaluations and Services
RFP # 21-031

Name of Organization:	
Organization Tax Identification Number:	
Name and Title of Proposal Contact:	
Mailing Address:	
Phone Number:	
E-Mail Address:	
Name and Title of Person Authorized to sign Contract	
Mailing Address:	
Phone Number:	
E-Mail Address:	

By signing below, I acknowledge that all information included in the attached Proposal Package is accurate and that all appropriate forms, attachments, and documents have been provided as requested.

Chief Executive Officer

Date

**ATTACHMENT B
CLIENT REFERENCES**

	Reference #1	Reference #2	Reference #3
Company			
Contact Name			
Contact Title			
Contact Phone			
Address			
Services Provided			
Number of Years Providing Services			

**ATTACHMENT C
COST PROPOSAL**

Psychological Evaluations and Services	
Proposed Hourly Rate for Psychological Evaluations	\$
Proposed Hourly Rate for Court Testimony	\$
Proposed Hourly Rate for Record Review and Travel to Court (We allow only one hour of record review in preparation for testimony and up to one hour of travel time)	\$

*Wake County prefers a flat hourly rate for services.

SAMPLE WAKE COUNTY CONTRACT

NORTH CAROLINA

SERVICES AGREEMENT

WAKE COUNTY

THIS AGREEMENT, is made and entered into this ___ day of _____, 20___ by and between Wake County, North Carolina (the "County") party of the first part; and _____ (the "Provider"), party of the second part;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the parties hereto contract and agree as follows:

SECTION 1. TERM OF AGREEMENT

Subject to the terms and conditions hereinafter set forth, the term of this Agreement shall be Contract Start Date THROUGH Contract End Date.

SECTION 2. MAXIMUM AMOUNT PAYABLE\$

Subject to the terms and conditions hereinafter set forth, Wake County agrees to pay the Provider for approved services provided, up to and not to exceed the maximum contract amount of __MAP Script____ and ____/100 Dollars (\$_____.____) during the term of this agreement, with no minimum payment guarantee. This amount consists of Federal funds (CFDA# _cfda#_) and may include other state and local funds.

SECTION 3. METHOD OF PAYMENT

Provider shall submit an invoice to Wake County for services actually provided at no greater frequency than every month for the preceding month. The invoice shall contain a description of services provided, and the Provider's proper legal name and address, and must be in accordance with the Wake County Human Services General Fiscal Guidelines (Attachment A). The invoice shall be approved, signed, and dated by an officer or authorized agent of the Provider. The responsible County Department shall review the invoice and approve for payment if the invoice meets payment criteria. Invoices shall be sent to:

_____ (Program Manager Name)
Address –
City, State Zip

Provider acknowledges that Wake County's fiscal year ends June 30. In accordance with Generally Accepted Accounting Principles, goods and services must be recorded in the year received or performed. To avoid

unrecorded liabilities, **as a condition of payment, Wake County requires that Provider submit all invoices for services rendered during the fiscal year that services are performed, but in no event later than July 20.** Provider agrees to submit all invoices for services rendered under this Agreement in a timely manner during the Term, but in no event later than July 20.

SECTION 4. SERVICES TO BE PROVIDED

- 4.1. Provider agrees to
- 4.2. Provider shall not subcontract any portion of the services to be provided under this Agreement without the prior written consent of Wake County.
- 4.3. WCHS agrees to

SECTION 5. STANDARD OF PERFORMANCE

- 5.1. Provider warrants and represents that it possesses the special skill and professional competence, licensure, expertise and experience to undertake the obligations imposed by this Agreement. Provider agrees to perform in a diligent, efficient, competent, and skillful manner, and to devote such time as is necessary to perform services under this Agreement.
- 5.2. Provider agrees to comply with all federal, state, and local statutes, regulations, and ordinances and rules applying to Provider's performance hereunder, including applicable laws pertaining to licensing and the Health Insurance Portability and Accountability Act of 1996, PL 104-91 (HIPAA).
- 5.3. Provider agrees that all personnel performing services under this Agreement shall possess licensure or qualification required to perform the services hereunder. In the event of a suspension, disciplinary action, or other adverse change in the licensure or qualification of any personnel performing services under this Agreement, Provider shall no longer assign responsibilities under this Agreement to such personnel. Provider is required to inform Wake County of any adverse changes in qualification or licensure of personnel providing services during the Term of this Agreement.

SECTION 6. RELATIONSHIP OF PARTIES

Wake County and the Provider agree that the Provider is an independent contractor and shall not represent itself or be deemed as an officer, agent or employee of Wake County for any purpose. Provider represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with Wake County. Provider agrees that all personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. Provider further agrees that it shall obey all State and Federal statutes, rules and regulations which are applicable to provisions of the services called for herein.

SECTION 7. CANCELLATION

This Agreement may be cancelled by either party to the Agreement for any reason upon thirty (30) days written

notice to the other party to the Agreement.

SECTION 8. INSURANCE REQUIREMENTS

The Provider shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office. If any required insurance policy expires during the term of this agreement, Provider must provide a certificate of insurance to the Wake County Finance Office as evidence of policy renewal prior to such policy expiration.

Provider's signature on this agreement indicates that Provider agrees to the terms of this insurance section and understands that failure to comply may result in cancellation of this agreement at Wake County's option.

Workers' Compensation Insurance, with limits for Coverage A Statutory- for State of North Carolina and Coverage B - Employers Liability \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Abuse/Molestation Coverage - including sexual as well as other abuse, with limits no less than \$1,000,000.

Commercial Automobile Liability, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement or are brought on a Wake County site.

Professional Liability Insurance, applicable to any professional services provided under this Contract with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer and dated no more than thirty (30) days prior to the start date of this agreement. In the case of self-insurance, a letter of explanation must be provided to and approved by

Wake County Risk Management.

The Provider shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Office and for three years subsequent for any claims made coverage.

If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. Any requests for consideration of alternate coverage must be presented by Provider PRIOR TO provision of any services associated with this Agreement.

In the event that Provider uses subcontractors to perform any of the services under this Agreement, then and in that event, Provider shall contractually require such subcontractor(s) to meet all of the requirements of this section.

SECTION 9. INDEMNIFICATION

Provider agrees to defend, indemnify, and hold harmless Wake County from any and all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death, or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Provider, except to the extent that same are caused by the negligence or willful misconduct of Wake County. It is the intent of this section to require Provider to indemnify Wake County to the extent permitted under North Carolina law.

SECTION 10. NO ASSIGNMENT OR SUBCONTRACTING

Provider shall not assign or subcontract any portion of this Agreement, including any duties or obligations hereunder, including the right to receive payment, to any party without the prior written approval of Wake County.

SECTION 11. NON-APPROPRIATION

Provider recognizes that Wake County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are not available and not appropriated to purchase the services specified in this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section 7.

In the event of a legal change in Wake County's statutory authority, mandate, and mandated functions which adversely affects Wake County's authority to continue its obligations under this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section 7.

SECTION 12. NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein

belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 13. NO WAIVER OF SOVEREIGN IMMUNITY

Wake County and the Provider agree that nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County’s “Resolution Regarding Limited Waiver of Sovereign Immunity” enacted October 6, 2003; or to in any other way waive Wake County’s defense of sovereign or governmental immunity from any cause of action alleged or brought against Wake County for any reason if otherwise available as a matter of law.

SECTION 14. GOVERNING LAW

The parties acknowledge that this Agreement shall be governed by the laws of the State of North Carolina and federal statutes and regulations governing the activities of Provider and where applicable, payment of funds to the Provider in connection with this Agreement.

SECTION 15. ENTIRE AGREEMENT

The terms and provisions herein contained constitute the entire agreement by and between Wake County and the Provider and shall supersede all previous communications, representations or agreements, either oral or written between the parties hereto with respect to the subject matter hereof.

SECTION 16. NOTICES

All notices, reports, records, or other communications which are required or permitted to be given to the parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by confirmed facsimile transmission, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to Wake County: Contracts Manager
 Wake County Human Services
 MD# 76
 PO Box 46833
 Raleigh, NC 27620-6822

If to Provider: _____ (*Vendor Signee Name*)
 _____ (*Vendor Legal Name*)
 _____ (*Vendor Address Line 1*)

 _____ (*Vendor city state zip*)

SECTION 17. OUTSOURCING TO OTHER COUNTRIES

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

SECTION 18. SEVERABILITY

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

SECTION 19. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 20. EFFECTIVE DATE OF AGREEMENT

The effective date of this Agreement shall be the date upon which the authorized agent of Wake County executes this agreement.

SECTION 21. E-VERIFY REQUIREMENTS

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contract(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

SECTION 22. IRAN DIVESTMENT

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer [pursuant to NCGS 147 Article 6E, Iran Divestment Act](#), Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List. Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

SECTION 23. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

- (a) Data Security:** The Provider shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

- (b) Duty to Report:** In addition to any obligations set forth in the Business Associate Agreement, if required, the Provider shall report a suspected or confirmed security breach to the Wake County HIPAA Privacy Officer (E-mail: HipaaPrivacyOfficer@wakegov.com / Phone number: 919-856-5643) within twenty-four (24) hours after the breach is first discovered, provided that the Provider shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

- (c) Cost Borne by Provider:** If any applicable federal, state, or local law, regulation, or rule requires the Provider to give written notice of a security breach to affected persons, the Provider shall bear the cost of the notice.

SECTION 24. FEDERAL FUNDS

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

[THIS SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have agreed and executed this Agreement.

VENDOR NAME

WAKE COUNTY

By: _____

By: _____

Date: _____

Date: _____

By: _____

Wake County Human Services Director

Date: _____

By: _____

Wake County Manager or Designee

Date: _____

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

Wake County Finance Director

The person responsible for monitoring the contract performance requirements is .

Department Head Initials: _____