

DOCUMENT D: CERTIFICATIONS REGARDING ELIGIBILITY, NO OVERDUE TAXES, NONDISCRIMINATION/HARASSMENT, DRUG-FREE WORKPLACE, ENVIRONMENTAL TOBACCO SMOKE, USE OF E-VERIFY, LOBBYING, AND CONFLICTS OF INTEREST

By execution of these Documents, the Contractor makes certain certifications stated below as true, accurate, and complete. False certification(s) or violation of any certification(s) shall be grounds for suspension of payment, suspension or termination of grants, or County-wide suspension or debarment. The Contractor shall require that the language of these certifications be included in written agreements with subcontractors and that all subcontractors shall certify and disclose accordingly.

1. Eligibility: The Contractor certifies 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, state, or local department or agency. In addition, upon entering this contractual agreement, the Contractor specifically certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58. The Contractor will not utilize any subcontractor that is listed on such Final Divestment List in connection with the transactions contemplated by this contractual agreement.

2. No Overdue Taxes: The Contractor also certifies it does not have any overdue tax debts, as defined by General Statute 105-243.1, at the federal, state, or local level. The Contractor understands that any person who makes a false statement in violation of General Statute 143-6.2(b2) is guilty of a criminal offense punishable as provided by General Statute 143-34(b).

3. Nondiscrimination/Harassment: The Contractor further certifies that it will comply with all federal statutes relating to nondiscrimination and harassment. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964, as amended (Public Law 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. Section 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. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, as amended (Public Law 92-255) relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended (Public Law 91-616) relating to nondiscrimination on the basis of alcohol abuse and alcoholism; (g) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. Section 3601 et seq.) 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 religious and political beliefs; and (i) the requirements of any other nondiscrimination statute(s) which may apply to this contractual agreement.

4. Drug-Free Workplace: Also, the Contractor certifies that it will provide a drug-free workplace by completing the following tasks:

- 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. notifying the employee in the published statement referenced above that, as a condition of employment under this contractual agreement, the employee (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 ten days after such conviction.

d. taking one of the following actions, within 30 days of receiving notice of an employee's criminal drug statute conviction for a violation occurring in the workplace, 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

e. making a good faith effort to continue to maintain a drug-free workplace through implementation of all tasks listed above.

f. notifying the County within ten days after receiving notice of an employee's criminal drug statute conviction for a violation occurring in the workplace.

g. making it a requirement that each employee be engaged in the performance of this contractual agreement be given a copy of the published statement referenced above.

5. Environmental Tobacco Smoke: The Contractor furthermore certifies its compliance with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994, that requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely and 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.

6. Use of E-Verify: The Contractor also certifies its compliance with federal requirements for use of the E-Verify program (or any successor or equivalent program) to verify the legal employment status of persons being hired as employees of the Contractor in accordance with General Statute Chapter 64-26. The Contractor shall not knowingly employ or contract with an illegal immigrant to perform work under this contractual agreement or enter into agreement with a subcontractor who fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal immigrant to perform work under this contractual agreement. A violation of this section shall render this contractual agreement void.

7. Lobbying: And, the Contractor hereby certifies that no federal, state, or local appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any federal, state, or local governmental agency, a Member of Congress, a Member of the General Assembly, other elected officials, an officer or employee of Congress, an officer or employee of the General Assembly, an officer or employee of Montgomery County, an employee of a Member of Congress, an employee of a Member of the General Assembly, or employees of other elected officials in connection with the awarding of any federal, state, or local

contract, the making of any federal, state, or local grant, the making of any federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal, state, or local contract, grant, loan, or cooperative agreement and the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, for any other available funds that have been paid or will be paid for such purposes.

Costs associated with the following activities are also disallowed:

- a. attempts to influence the outcomes of any federal, state, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- b. attempts to influence either (i) the introduction of federal, state, or local legislation or (ii) the enactment or modification of any pending federal, state, or local legislation either (i) through communication with any member of employee of Congress, state legislature, or local governing body (including efforts to influence state or local officials to engage in similar lobbying activity), or with any government official or employee in connection with a decision to sign or veto legislation (unless such communication is for the purpose, in relation to to performing the grant, contract, or other agreement, of either directly reducing the associated cost or avoiding material impairment of the Contractor's authority) or (ii) by preparing, distributing, or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign, or letter writing or telephone campaign; or
- c. establishing, administering, contributing to, or paying the expenses of a person seeking an elected position, political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- d. legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

Costs associated with the following activities are allowed:

- a. any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement;
- b. providing a technical or factual presentation of information on a topic directly related to the performance of a grant, contract, or other agreement through hearing testimony, statements, or letters to Congress, state legislature, or local governing body, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body, or local governing body, or subdivision, or a cognizant staff member thereof, provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging, or meals are disallowed unless incurred to offer testimony at a regularly scheduled hearing pursuant to a written request for such presentation.

8. Conflicts of Interest: In addition, the Contractor does certify that it has no evidence of the existence of any conflict of interest involving this contractual agreement, including any potential or actual conflicts of interest due to employees having other sources of income (see more information on secondary employment below). The employees of the Contractor are to avoid any conflict of interest, even the appearance of a conflict of interest, as it relates to this contractual agreement. A conflict of interest or the appearance thereof may cause embarrassment to both Parties and jeopardize the creditability of both Parties.

A conflict of interest is defined as an actual or perceived interest by a representative of the Contractor in an action that results in, or has the appearance of resulting in either personal, organizational, or professional gain. A conflict of interest is further defined as an actual or perceived interest by a representative of the County in an action that results in, or has the appearance of resulting in either personal, organizational, or professional gain. A conflict of interest occurs when a representative of either the Contractor or the County has a direct or fiduciary interest in another relationship. A conflict of interest includes bias or the appearance of bias in a decision-making process that would reflect a dual role played by a representative of either the Contractor or the County.

Neither the Contractor nor the representatives of the Contractor may offer/accept gifts, money, or gratuities to/from the County or representatives of the County. Likewise, no other persons, such as family members, may offer or accept gifts, money, or gratuities as such action results in personal, organizational, or professional gain or the appearance of personal, organizational, or professional gain.

Secondary employment should be prohibited if it is in conflict with the employee's primary job responsibilities or if it would impair the employee's ability to carry out his/her primary job responsibilities. The following activities are prohibited:

- a. employee and/or secondary employer serving as Contractor and/or providing contracting services as part of this contractual agreement;
- b. activities wherein an employee or the secondary employer could benefit from access to privileged information or specialized knowledge about policy, programs, regulations, procedures, litigation, or intended actions;
- c. activities wherein any client(s) of an employee or the secondary employer could be perceived as getting preferential consideration for assistance;
- d. activities that make it difficult for the public to discern whether the employee is engaged in primary employment or secondary employment;
- e. compensation through secondary employment for services that should be provided as a part of primary employment responsibilities;
- f. use of Federal, State or County government equipment, materials, or facilities in furtherance of secondary employment activity;
- g. activities that will impair the physical stamina and mental attentiveness necessary to adequately perform job responsibilities from their primary employment (hours, stress, physical strain, and travel required for the secondary and primary jobs should be considered, along with prior productivity, when making this determination).

Evidence of signatures on 'Document Signatures' form confirms compliance with these terms.