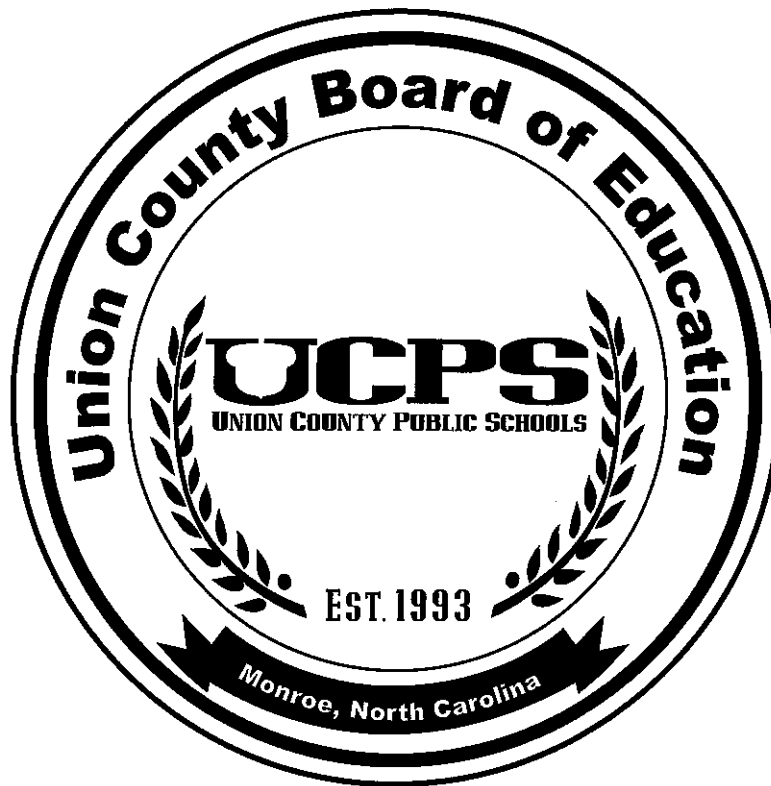


UNION COUNTY PUBLIC SCHOOLS



IEP Nursing Services

1-8900033

Quality Health Care Services, Inc.

THE UNION COUNTY BOARD OF EDUCATION
Quality Health Care Services, Inc

This Contract for Services (this "Contract") is made and entered into this 5nd day of November, 2010 between The Union County Board of Education, located in Monroe, North Carolina (the "UCBOE") and Quality Health Care Services, Inc.. (the Contractor").

Supplier agrees to provide Union County Public Schools with IEP Nursing Services. The Contractor agrees to follow all federal regulations associated with the bid and contract.

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. **Obligations of Contractor.** The Contractor agrees to provide services and/or goods as follows:

Provide:

- Individualized Education Plan (IEP) Nursing Services to UCBOE managed by Union County Public Schools Exceptional Children's (EC) Department as per Attachment B.
- Nurses and Services that are state licensed and accredited by the Community Health Accreditation Program.
- Pediatric services as needed.
- Write health plans to address health issues with individual students.
- Qualified comprehensively trained nurses.
- Registered Clinical Nurse Manager.
- Certified nurse substitutes.
- Employees may ride buses if necessary.
- Background checks (at contractor expense) on all employees that come in contact with UCPS students.
- Nurses cannot be a relative of individual student.
- Bill Medicaid for nursing services.
- The Contractor agrees to perform the Services in a timely, complete and professional manner and in accordance with the terms and conditions of the Contract. Furthermore, the Contractor represents and warrants that it is duly qualified to provide Services. Contractor will provide the services in a manner consistent with the level of care and skill ordinarily exercised by others practicing under similar condition. Contractor possesses sufficient experience, personnel and resources to complete the services.

2. **Obligations of UCBOE.** The UCBOE agrees:

- a. To pay: **See Attachment B for individual per hour provider pricing.**
Total Contact price could exceed \$100,000 with one year extensions if the E.C. Department and UCBOE approves..
- b. See payment schedule and specifications listed in item 5.
- Provide student name and pertinent information.
- Provide yearly dates to begin and end Nursing Services.
- Parents will provide all medical supplies.
- Provide an EC representative for invoicing.

3. **Project Coordinator.** Lori Cauthen (704.289.1536), EC Director , is designated as the Project Coordinator for the UCBOE. The Project Coordinator shall be the UCBOE's representative in connection with the Contractor's performance under this Contract. The UCBOE has complete discretion in replacing the Project Coordinator with another person of its choosing.

4. **Contractor Supervisor.** Amy Wilson (704.319.2277) is designated as Quality Health Care Services, Inc Supervisor for this Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract.

5. **Terms and Methods of Payment.** The UCBOE will make payment after invoices are approved on a net 30-day basis. Services are contracted on an hourly basis per nurse and 180 days of school. Specific negotiated dates for first and last dates of school will be provided by UCPS Project Coordinator listed in item 3. The UCBOE will not pay for services or materials in advance without the prior approval of the Finance Officer. Payment schedule will be as follows:

- RN \$32.00
- LPN \$28.50
- CAN I \$14.16
- CAN II \$14.16
- Other \$29.00

Fees will be based on an hourly charge for services rendered. Nurses will be required to turn in a time sheet to the school bookkeeper. The bookkeeper will have the Principal verify the hours worked. A copy of the time sheet will be sent to the EC Representative.

The Contractor will submit invoices according to the following payment criteria:

School Name and Address, Period Covered, Items Delivered and Installed, PO Number and the Total Amount. Invoices shall be paid after acceptance of services and or equipment.

6. **Additional Provisions.** Contractor agrees to the Standard Terms and Conditions set forth as Attachment A attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the UCBOE and the Contractor have executed this Contract on the day and year first written above.

Quality Health Care Services, Inc

Supplier Name

Signature of Authorized Representative Date

56-1808798

Contractor's Federal Identification #
[if Contract is with Organization]

or Social Security Number
[if Contract is with individual]

Originator/Fund Owner Date

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

APPROVED AS TO FORM:

Michael R. Delfino 11/9/10

School Board Attorney Date

Finance Officer Date

REVIEWED BY:

Terrie Oates 11/30/10

Division of Insurance
& Risk Management Date

General Counsel
Date

THE UNION COUNTY BOARD OF EDUCATION

Superintendent or Authorized Designee Date

Print name and Title of Authorized Designee, if any:

IN WITNESS WHEREOF, the UCBOE and the Contractor have executed this Contract on the day and year first written above.

Quality Health Care Services, Inc

Supplier Name

Signature of Authorized Representative

Date

56-1808798

Contractor's Federal Identification #
[if Contract is with Organization]

or Social Security Number
[if Contract is with individual]

Originator/Fund Owner

Date

APPROVED AS TO FORM:

School Board Attorney

Date

REVIEWED BY:

Division of Insurance
& Risk Management

Date

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

Finance Officer

Date

General Counsel

Date

THE UNION COUNTY BOARD OF EDUCATION

Superintendent or Authorized Designee

Date

Print name and Title of Authorized Designee, if any:

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

1. **Acceptance.** Seller's acknowledgment of the terms of this Contract constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Seller's response thereto) that deal with the same subject matter as this Contract, and (iv) any other terms and conditions of a written agreement signed by Seller and the UCBOE that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Seller and UCBOE with respect to the purchase by UCBOE of the (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to UCBOE shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Seller's quotation, acknowledgment, invoice or in any other communication from Seller to UCBOE shall be deemed accepted by or binding on UCBOE. UCBOE hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until UCBOE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by UCBOE are subject to correction.
2. **Quantities.** Shipments must equal exact amounts ordered unless otherwise agreed in writing by UCBOE. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.
3. **Prices.** If Seller's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or Services, Seller agrees to give UCBOE the benefit of such lower price on any such Goods or Services. In no event shall Seller's price be higher than the price last quoted or last charged to UCBOE unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
4. **Price Adjustments (term contracts only).** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the Seller to other customers.
 - a. **Notification:** Must be given to UCBOE in writing concerning any proposed price adjustments. Such notification shall be accompanied by a copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - b. **Decreases:** UCBOE shall receive full proportionate benefit immediately at any time during the contract period.
 - c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the Contract. After this period, a request for increase may be submitted with UCBOE reserving the right to accept or reject the increase, or cancel the Contract. Such action by UCBOE shall occur not later than 15 days after the receipt by UCBOE of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
5. **Invoices:** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to UCBOE's accounts payable department with a copy to the UCBOE Project Coordinator.
6. **Freight on Board.** All shipments of Goods are freight on board destination unless otherwise stated in the Contract Documents.
7. **Taxes.** Any applicable taxes shall be invoiced as a separate item.
8. **Payment Terms.** Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods or Services, whichever is later.
9. **Condition and Packaging.** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
10. **Delays in Shipment.** Time and date of delivery are of the essence, except when delay is due to causes beyond Seller's reasonable control and without Seller's fault or negligence.
11. **Risk of Loss.** Seller shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by UCBOE or its nominee.
12. **Rejection.** All Goods and Services shall be received subject to UCBOE's inspection. Goods or Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Seller's expense or may be accepted at an appropriate reduction in price. UCBOE may require Seller to promptly replace or correct any rejected Goods or Services and, if Seller fails to promptly replace or correct such Goods or Services, UCBOE may contract with a third party to replace such Goods and Services and charge Seller the additional cost.
13. **Compliance with All Laws.** Seller warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
14. **Warranties.** Seller warrants that all Goods and Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by UCBOE of the Goods and Services and shall run to UCBOE and any user of the Goods or Services. This express warranty is in addition to Seller's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, UCBOE shall be

entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.

15. **Indemnification.** Seller shall indemnify and hold harmless UCBOE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Seller's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Seller's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Seller shall indemnify and save harmless UCBOE, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Seller, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of UCBOE in the performance of the Contract Documents, Seller agrees that it will indemnify and hold harmless UCBOE, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
16. **Insurance.** Unless such insurance requirements are waived or modified by UCBOE or Insurance and Risk Management Seller certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina: Automobile - Seller shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Seller shall maintain commercial general liability insurance that shall protect Seller from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to Seller, Seller shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Seller shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Seller to UCBOE and shall contain the provision that UCBOE be given 30 days' written notice of any intent to amend or terminate by either Seller or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.
17. **Termination for Convenience.** UCBOE shall have the right, without assigning any reason therefore, to terminate any work under the Contract Documents, in whole or in part, at any time at its complete discretion by providing 10 days notice in writing from UCBOE to Seller. If the Contract is terminated by UCBOE in accordance with this paragraph, Seller will be paid in an amount which bears the same ratio to the total compensation as does the Goods or Services actually delivered or performed to the total originally contemplated in the Contract. UCBOE will not be liable to Seller for any costs for completed Goods, Goods in process or materials acquired or contracted for, if such costs were incurred prior to the date of this Contract.
18. **Termination for Default.** UCBOE may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Seller. In addition to any other remedies available to UCBOE law or equity, UCBOE may procure upon such terms as UCBOE shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Seller shall be liable to UCBOE for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
19. **Contract Funding.** It is understood and agreed between Seller and UCBOE that UCBOE's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of UCBOE for any payment may arise until funds are made available to UCBOE's Finance Officer and until Seller receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. UCBOE shall not be liable to Seller for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
20. **Accounting Procedures.** Seller shall comply with any accounting and fiscal management procedures prescribed by UCBOE to apply to the Contract. Seller shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
21. **Improper Payments.** Seller shall assume all risks attendant to any improper expenditure of funds under the Contract. Seller shall refund to UCBOE any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Seller shall make such refunds within 30 days after UCBOE notifies Seller in writing that a payment has been determined to be improper.
22. **Contract Transfer.** Seller shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of UCBOE.
23. **Contract Personnel.** Seller agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in the Contract.
24. **Key Personnel.** Seller shall not substitute for key personnel assigned to the performance of the Contract without prior written approval from UCBOE Project Coordinator. "Key personnel" are defined as those individuals identified by name or title in the

Contract Documents or in written communication from Seller. "UCBOE Project Coordinator" is the individual at UCBOE responsible for administering the Contract.

25. **Contract Modifications.** The Contract may be amended only by written amendment duly executed by both UCBOE and Seller. However, minor modifications may be made by UCBOE Project Coordinator to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of Seller's performance; (b) do not increase Seller's total compensation or method of payment; and (c) either improve the overall quality of the product or service to UCBOE without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the Project Coordinator and Seller, and placed on file with the Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.
26. **Relationship of Parties.** Seller is an independent contractor and not an employee of UCBOE. The conduct and control of the work will lie solely with Seller. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Seller and UCBOE. Employees of Seller shall remain subject to the exclusive control and supervision of Seller, which is solely responsible for their compensation.
27. **Advertisement.** The Contract will not be used in connection with any advertising by Seller without prior written approval by UCBOE.
28. **Nondiscrimination.** During the performance of the Contract, Seller shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
29. **Conflict of Interest.** Seller represents and warrants that no member of UCBOE or any of its employees or officers has a personal or financial interest or will benefit from the performance of the Contract or has any interest in any Contract, subcontract or other agreement related to the Contract. Seller shall not permit any member of UCBOE or any of its employees or officers to obtain a personal or financial interest or benefit from the performance of the Contract or to have any interest in any Contract, subcontract or other agreement related to the Contract, during the term of the Contract. Seller shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
30. **Gratuities to UCBOE.** The right of Seller to proceed may be terminated by written notice if UCBOE determines that Seller, its agent or another representative offered or gave a gratuity to an official or employee of UCBOE in violation of policies of UCBOE.
31. **Kickbacks to Seller.** Seller shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a UCBOE Contract or in connection with a subcontract relating to a UCBOE Contract. When Seller has grounds to believe that a violation of this clause may have occurred, Seller shall promptly report to UCBOE in writing the possible violation.
32. **Monitoring and Evaluation.** Seller shall cooperate with UCBOE, or with any other person or agency as directed by UCBOE, in monitoring, inspecting, auditing or investigating activities related to the Contract. Seller shall permit UCBOE to evaluate all activities conducted under the Contract. UCBOE has the right at its sole discretion to require that Seller remove any employee of Seller from UCBOE property and from performing services under the Contract following provision of notice to Seller of the reasons for UCBOE's dissatisfaction with the services of Seller's employee.
33. **Financial Responsibility.** Seller is financially solvent and able to perform under the Contract. If requested by UCBOE, Seller agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by UCBOE's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, the inability of Seller to meet its debts as they become due or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, then UCBOE shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
34. **Governmental Restrictions.** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Seller to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. UCBOE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
35. **Inspection at Seller's Site.** UCBOE reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for UCBOE determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
36. **Confidentiality Information. Student Information.** If, during the course of Seller's performance of the Contract, Seller should obtain any information pertaining to the students' official records, Seller agrees to keep any such information confidential and to not disclose or permit to be disclosed, directly or indirectly, to any person or entity any such student information. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, Prohibition on the Disclosure of Information about Students, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract. **Employee Personnel Information.** If,

during the course of Seller's performance of the Contract, Seller should obtain any information pertaining to employees of UCBOE's personnel records, Seller agrees to keep any such information confidential and to not disclose or permit to be disclosed, directly or indirectly, to any person or entity any such personnel information. Other Confidential Information. (a) Seller agrees that it will at all times hold in confidence for UCBOE all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by UCBOE to Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection with Seller's performance hereunder (collectively, "Information"). Seller shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Seller shall not, without the prior written consent of UCBOE, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of Seller hereunder. (b) Any technical knowledge or information of Seller which Seller shall have disclosed or may hereafter disclose to UCBOE in connection with the Goods or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by UCBOE, be deemed to be confidential or proprietary information and shall be acquired by UCBOE free from any restrictions as part of the consideration of the Contract.

37. **Intellectual Property.** Seller agrees, at its own expense, to indemnify, defend and save UCBOE harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that UCBOE's use, possession or sale of the Goods or Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
38. **No Pre-Judgment or Post-Judgment Interest.** In the event of any action by Seller for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Seller specifically waives any claim for interest.
39. **Background Checks.** At the request of UCBOE's Project Coordinator, Seller (if an individual) or any individual employees of Seller shall submit to UCBOE criminal background check and drug testing procedures.
40. **Mediation.** If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
41. **No Third Party Benefits.** The Contract shall not be considered by Seller to create any benefits on behalf of any third party. Seller shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party benefits.
42. **Force Majeure.** If UCBOE is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by UCBOE or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of UCBOE.
43. **Ownership of Documents.** All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by UCBOE. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Seller pursuant to the Contract shall, at the request of UCBOE, be turned over to UCBOE. Any technical knowledge or information of Seller which Seller shall have disclosed or may hereafter disclose to UCBOE shall not, unless otherwise specifically agreed upon in writing by UCBOE, be deemed to be confidential or proprietary information and shall be acquired by UCBOE free from any restrictions as part of the consideration of the Contract.
44. **Strict Compliance.** UCBOE may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
45. **General Provisions.** UCBOE's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Seller hereunder, UCBOE shall be entitled to recover costs and reasonable attorney's fees. Seller may not assign, pledge, or in any manner encumber Seller's rights under this Contract, or delegate the performance of any of its obligations hereunder, without UCBOE's prior, express written consent.
46. **Contract Situs.** All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.
47. **Jessica Lunsford Act.** Contractors, subcontractors, consultants, sub-consultants, and vendors shall annually conduct a review of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees who will provide services under this contract. Any employee of the contractor, subcontractor, consultant, sub-consultant, or vendor found to be registered on any of the lists identified herein shall not perform any work under this contract and shall not be permitted to enter property owned by Union County Public Schools or Union County on behalf of Union County Public Schools. Failure to comply may result in legal action and termination of the contract for default.

ATTACHMENT B

PROPOSAL TABULATION

PROJECT: Nursing Service/IEP
BID NUMBER: 1-8900033
 Union County Public Schools

OPENING DATE: October 15, 2010
TIME: 10:00am
LOCATION: Historic Post Office/Purchasing

SUPPLIER	EXECUTION OF BID Y/N	ITEM BID LIST	BID AMOUNT
Quality	Y	✓	\$ 32 RN, CNA1-\$1416 \$ 28.50 CPN CNA11-\$1416
Bayada	Y	✓	\$ 36.72 RN, \$1416 CNA1 \$ 36.72 CPN, \$14.16 CNA11
Neighborhood	Y	✓	\$ 36.50 RN, CNA1 \$15 \$ 36.50 CPN, CNA11 \$15

*These items will be evaluated after the opening of proposals to insure they meet criteria of the specifications.



www.qhcs.com

11535 Carmel Commons Boulevard

Suite 105

Charlotte, NC 28226

1.888.640.5960

Charlotte 704.319.2277

Monroe 704.225.7745

FAX 319.2278

To: Union County Public School

From: Quality Health Care Services, Inc

RE: Nursing services for UCPS students

Quality Health Care Services is locally owned and would welcome the opportunity to serve your students that need our services. Throughout the bid please note that QHCS is abbreviation for Quality Health Care Services. I have submitted our bid on recycled paper and two sided per your request.

Quality Health Care Services currently attends school with several children in surrounding counties. Two students are in your school system. I can get references from their families or the CAP program if you need to follow up with the quality of nurses we send into your schools. QHCS knows that schools' policies, procedures and requirements for campus access by non employees differ. QHCS will follow all systems you have in place to assure a smooth transition and a continuation of quality care.

I have included six additional documents that are two sided:

CQL Accreditation, back side does have their standards

License for both the Monroe and Charlotte office

Example of our SBI background check that states we can not disclose, back side all required insurance.

Please consider my bid and please feel free to contact me if you have any questions.

Thank you in advance for your consideration,

Amy Wilson, President

10/13/2010

Home Care with heart

UNION COUNTY PUBLIC SCHOOLS 407 MAIN STREET MONROE, NC 28112	INVITATION FOR BIDS NO. 1-8900033 Bids will be publicly opened: October 15, 2010 Contract Type: Open Market Solicitations
Refer ALL Inquiries to: Telephone No. 704.296.1548	Commodity: Nursing Services: IEP
E-Mail: brandt.fitzgerald@ucps.k12.nc.us	Using Agency Name: Union County Public Schools
(See page 3 for mailing instructions.)	

PURPOSE

Union County Public Schools seeks to contract nursing services for students with physical and/or developmental disabilities that need IEP driven nursing care to ensure the student's health and safety at all times.

This bid document will be used as the final contract document.

NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received at this office (407 Main Street, Monroe, NC 28112) **until 10:00 a.m. on October 15, 2010** and then opened, for furnishing and delivering the commodity as described herein. Refer to page 3 for proper mailing instructions.

Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Invitation for Bids will not be acceptable. Bids are subject to rejection unless submitted on this form.

- **Questions will be answered until October 8, 2010 NO LATER THAN 2:00PM EST. Please call Lori Cauthen, Director of Exceptional Children, at 704.289.1536. Addendums will be sent out to all responders with questions and answers.**
- **Delivery of Equipment is expected to begin by November, 2010. Specific start dates will be negotiated with the EC Department.**

Required Site visits may be coordinated with Lindsay Jones, 704.296.0107. See page 3 for instructions.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

BIDDER: Quality Health Care Services, Inc		FEDERAL ID OR SOCIAL SECURITY NO. 56-1808798	
STREET ADDRESS: 1008 - I West Roosevelt Blvd		P.O. BOX:	ZIP:
CITY & STATE & ZIP: Monroe, NC 28110		TELEPHONE: 704-319-2277	TOLL FREE TEL. NO 1-888-640-5960
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO BIDDERS ITEM #21): 11535 Carmel Commons Blvd. Ste 105, Charlotte, NC 28226- 5314			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: Amy H. Wilson, <i>owner</i>		FAX NUMBER: 704-319-2278	
AUTHORIZED SIGNATURE: <i>A. H. Wilson</i>	DATE: 10/13/2010	E-MAIL: awilson@qhcs.com	

Offer valid for 90 days from date of bid opening unless otherwise stated here: ____ days (See Instructions to Bidders, Item 6). Prompt Payment Discount: ____ % ____ days (See Instructions to Bidders, Item 7).

ACCEPTANCE OF BID

If any or all parts of this bid are accepted, an authorized representative of Union County Public Schools shall affix their signature hereto and this document and the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

FOR UNION COUNTY PUBLIC SCHOOLS USE ONLY

Offer accepted and contract awarded this _____ day of _____, 20____, as indicated on attached certification.

By _____ (Authorized representative of (UNION COUNTY PUBLIC SCHOOLS).

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non reusable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
- **It is Mandatory that all responses shall be presented with components appearing in the order designated on page 7 of this document.**

MAILING INSTRUCTIONS: Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
BID NO. Union County Public Schools Attn: Brandt Fitzgerald 407 Main Street Monroe, NC 28112	BID NO. Union County Public Schools Attn: Brandt Fitzgerald 407 Main Street Monroe, NC 28112

TABULATIONS: Tabulations may be obtained by contacting **Brandt Fitzgerald at 704.296.1548 or by email brandt.fitzgerald@ucps.k12.nc.us.**

VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.state.nc.us/pandc/>.

TRANSPORTATION CHARGES: F.O.B DESTINATION, UNION COUNTY, NC WITH ALL TRANSPORTATION CHARGES, IF ANY, INCLUDED IN THE ITEMS BID.

****SITE VISIT:** NO SITE VISIT IS REQUIRED FOR THIS REQUEST.

All question addressed to schools system will be answered and sent as addendums to all responders to this proposal.

The Terms and Conditions made part of this solicitation contain new language necessary for implementation of North Carolina's Statewide e-procurement initiative.

It is the offeror's responsibility to read these terms and conditions carefully and considers them in preparing the offer. By signature offeror acknowledges acceptance of all terms and conditions, including those related to e-procurement.

General information on the e-procurement service can be found at <http://eprocurement.ncgov.com>

MAKE AND MODEL: Manufacturer's name and model/catalog numbers used are for the purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered.

SPECIFICATIONS: The attached specifications and requirements are drawn around apparel and equipment that Union County Public Schools has evaluated and determined that the size, construction, design layout, special features and performance are necessary. Bidders are requested to offer only equivalent comparable items that will provide the features and performance needed and implied.

DEMONSTRATION: Bidder must be capable of demonstrating proposed equipment within (7) consecutive calendar days after notification at no additional cost to Union County Public Schools. If required, this will be a comprehensive demonstration at a site designated by Union County Public Schools with hands-on participation by agency operator(s) if necessary. Bids which fail to comply with this requirement may be subject to rejection

WARRANTY AND SERVICE: **A.** Unless otherwise specified, unconditionally guarantee in writing the materials, equipment, workmanship, and labor to effect repairs for a period of not less than one (1) year from date of acceptance by the Customer. The Customer shall deem acceptance as beneficial use. **B.** Transfer manufacturer's warranties to the customer in addition to the General System Guarantee. Detail specific parts within equipment that are subject to separate conditional warranty. Warranty proprietary equipment and systems involved in this contract during the guarantee period. Final payment shall not relieve the vendor of these obligations. **C.** Effect replacement or substitutions of equipment within 24 hours of first notification with components equal to or better than the original. Complete repairs to equipment within 72 hours. If repairs cannot be completed during this time period, or if ordering of parts is required, Supplier shall forward to the customer documentation of progress of repairs every 72 hours. This repair capability is mandatory. **D.** All systems and components shall be provided with the availability of a toll free 24-hour technical assistance program from the manufacturer. Technical assistance shall be available for the dealer/installer or owner at no charge.

QUALITY ACCEPTANCE INSPECTION: When applicable, upon completion of the project, as called for herein, the contractor must request a Quality Acceptance Inspection. Such requests must be forwarded (in writing) to Union County Public Schools, **Attn: Brandt Fitzgerald, 407 Main Street, Monroe NC 28112. Fax 704.282.0202.**

INVOICES WILL NOT BE PAID BY UNION COUNTY PUBLIC SCHOOLS UNTIL QUALITY ACCEPTANCE HAS BEEN ACCOMPLISHED.

CLEAN-UP: Upon completion of the installation, the contractor shall remove and properly dispose of all waste and debris from the installation site. The contractor shall be responsible for leaving the installation area clean and ready for use.

Award Criteria: The right is reserved to award this contract to a single overall bidder on all items, or to make awards on the basis of individual items or groups of items, whichever shall be considered by Union County Public Schools to be most advantageous or to constitute its best interest. Please be aware that Union County Public Schools may not award a contract if terms and pricing is not acceptable. Bidders should show unit prices, but are requested also to offer a lump sum price, if applicable. In determining which bid is the lowest responsible bid, the Owner may take into consideration not only the amount of the bid but also the following criteria as it , in its discretion, deems appropriate and may give such weight thereto as it deems appropriate:

- a. The bidder's prior experience with similar work on comparable or more complex projects.
- b. The bidder's prior history for the successful and timely completion of projects
- c. The bidder's equipment and facilities
- d. The adequacy, in numbers and experience, of the bidder's work force to complete the Contract successfully and on time

- e. The bidder's prior experience on other projects of the Owner, including the bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time
- f. The bidder's compliance with federal, state, and local laws, rules, and regulations
- g. Depending upon the type of work, other essential factors, such as warranty guarantees and contractor qualifications.

PRIME VENDOR CONCEPT: Union County Public Schools will award any contract that may be issued as a result of this IFB to a single prime vendor. The prime vendor must assume responsibility for hardware, software, documentation and all other products and services in support of the requirements. Vendors who submit proposals as prime contractors may wish to provide all of the proposed products and services directly, or provide certain elements directly and the remainder through subcontractors. Under the prime contractor agreement, subcontractors are allowed and encouraged. However, the prime contractor must provide positive evidence that it will be responsible for all products and services provided to satisfy the requirements and specifications of this IFB.

SUITABILITY FOR INTENDED USE: Bidders are requested to offer only comparable equipment which will provide the equivalent capabilities, features, and diversity called for herein. Union County Public Schools reserves the right to evaluate all proposals for suitability for the required use and to award the one best meeting requirements and thought to be in Union County Public Schools best interest. All bidders must receive prior approval for all substitutions before bid submittal. Request to accept substitutions must be sent to **Brandt Fitzgerald at brandt.fitzgerald@ucps.k12.nc.us or 704.296.1548 before October 8, 2010 2:00pm EST.**

DESCRIPTIVE LITERATURE: All bids must be accompanied with descriptive literature, specifications, and other pertinent data necessary for their evaluation as required by the attached General Contract Terms & Conditions, otherwise, they will be subject to rejection.

LIABILITY:

- A. **VENDOR'S liability to UNION COUNTY PUBLIC SCHOOLS or for claims by UNION COUNTY PUBLIC SCHOOLS** based on injury to any third party for personal injury or damage to real property or tangible personal property or real property or tangible personal property shall include but not be limited to any claim, etc. This shall include any claim for which VENDOR is found to be legally liable arising from the failure of any VENDOR supplied product, replacement parts furnished by VENDOR, or of and VENDOR licensed program to operate in any material respect in accordance with any representation by VENDOR, whether in VENDOR'S, response to any Invitation of Bid or Proposal by UNION COUNTY PUBLIC SCHOOLS, or in any published specifications or literature, or failure arising from services rendered by VENDOR'S employees. Claims shall not be limited by any clause whether found in any agreement between VENDOR and UNION COUNTY PUBLIC SCHOOLS or in any VENDOR invoice or any other paper writing that purports to limit the remedies to UNION COUNTY PUBLIC SCHOOLS arising out of such failure.
- B. **VENDOR'S liability as described in paragraph A** shall include the repair, restoration or replacement, within a reasonable time of all damaged or destroyed, real or tangible personal property including buildings, furniture fixtures, supplies, computer hardware, software and associated equipment (VENDOR AND NON-VENDOR supplied), and information storage media of whatever description together with duplication of data files from existing UNION COUNTY PUBLIC SCHOOLS backup media. In addition, VENDOR'S liability for damages described in paragraph A shall include all damages suffered by UNION COUNTY PUBLIC SCHOOLS, whether such damages are or might be classified as direct or consequential, which require the expenditure of public moneys (1) reasonably required to restore the Product (s) involved to its full original operational capability, (2) for temporary remedial measures reasonably required to perform any of the functions of the involved Product(s) during the restoration period, and (3) to pay any penalties imposed on UNION COUNTY PUBLIC SCHOOLS by and Federal entity which penalties are the result of interruptions caused by the failure of any VENDOR product (s) during the restoration period, and (3) to pay any penalties imposed on UNION COUNTY PUBLIC SCHOOLS by and Federal entity which penalties are the result of interruptions caused by the failure of any VENDOR product(s) or arising from services rendered by VENDOR'S employees for which VENDOR is found to be legally liable.

- C. Except as specifically provided above, in no event will VENDOR be liable for any damages caused by UNION COUNTY PUBLIC SCHOOLS failure to perform UNION COUNTY PUBLIC SCHOOLS responsibilities, or for any lost profits, lost savings, or other economic consequential damages even if VENDOR has been advised of the possibility of such damages, or for any claim by UNION COUNTY PUBLIC SCHOOLS based on any third party claim except as provided in paragraphs A and B above.
- D. Except as provided above, any clauses in any agreements between the VENDOR and UNION COUNTY PUBLIC SCHOOLS that purport to limit remedies available to UNION COUNTY PUBLIC SCHOOLS remain in force, however VENDOR covenants that in any dispute with UNION COUNTY PUBLIC SCHOOLS regarding damages covered by the preceding paragraphs A through C, such clauses do not, nor will they be pleaded to, bar such damages.
- E. User Installed Software Only: Notwithstanding any other provisions contained herein, for user installed software, the liability of the vendor shall be limited to the replacement of the defective software or the full refund of the price paid, at the option of UNION COUNTY PUBLIC SCHOOLS.
- F. Except as provided above, nothing contained herein shall be construed to limit any remedy, at law or in equity, available to either party.

LIQUIDATED DAMAGES (If applicable)

The Owner and Vendor recognize that time is of the essence to this Agreement and that the Owner will suffer financial loss if the work is not completed within the times specified in this IFB. Both parties also recognize the delays, difficulties and expense involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, in lieu of requiring such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to the Owner for each consecutive calendar day in excess of the term allowed for completion of the Work, the Contractor shall pay to the Owner the sum of **\$500.00** as liquidated damages.

ELEMENTS OF BID RESPONSE

All elements of said response shall appear in the order listed below. All documents must be filled out and totaled where appropriate.

**Questions must be asked by October 8, 2010 by 2:00pm EST.
Delivery of Services is expected to begin by November, 2010.**

- ☐ EXECUTION OF BID ON PAGE 1
- ☐ ATTACHMENT A - ITEM PRICE LIST- **FILLED, TOTALED AND SIGNED**
- ☐ WARRANTIES B - LIST OF WARRANTIES and 5 YEAR MAINTENANCE AGREEMENT

ATTACHMENT A

SPECIFICATIONS FOR UNION COUNTY PUBLIC SCHOOLS:

Contracted nursing services are for students with physical and/or developmental disabilities that need IEP driven nursing care to ensure the student's health and safety at all times.

PART 1 - GENERAL – ITEM AND SPECIFICATIONS

PLEASE EXPLAIN YOUR ANSWERS UNDER THE QUESTIONS ASKED. IF YOU USE ANOTHER DOCUMENT TO EXPLAIN YOUR ANSWER, PLEASE INCLUDE THE QUESTION.

- Are your Nurses and Services state licensed and accredited by the Community Health Accreditation Program? Yes our services and nurses are state licensed. (see attached License) Quality Health Care Services is CQL accredited. Council on Quality and Leadership is an equivalent accreditation that measures the organizations direct impact on the lives of people receiving services. CQL and QHCS believe the provider's role and responsibility to meet the needs of the whole person; this ensures that organizational resources are consistently aligned around the persons supported. (see attach)
- Does your agency provide pediatric nursing services? Quality Health Care Services, Inc has provided pediatric nursing services since 1993 in Union County and surrounding counties. RNs and LPNs have provided services to many school age children all through their 12 years of school. References can be submitted.
- Does your agency provide comprehensive training ongoing to nurses to ensure students are cared for by the most experienced and qualified nurses?
(PLEASE EXPLAIN) Reference checks, orientation to a specific client, in-services, tests, videos and specific training to equipment and procedures. Client, family members and social workers feedback on job performance as well as RN supervision allows us to maintain quality care provided to our clients. A conference with the teacher can be arranged at anytime.
- The company UCPS contracts with must have a registered nurse clinical manager who oversees each child's care and provides the one contact for the school system. Will your agency provide this service? Yes we have 3 RN supervisors on staff. One will be assigned and be available for direct contact. QHCS is known for their personable hands on approach.
- Nurses would be involved in helping to write health plans or portions of the IEP which address the health issues for each student requiring a nurse. Are your Nurses willing and able to provide this service? **(PLEASE EXPLAIN)** Yes, QHCS will assist. Only RNs can provide you this service. Currently we already do that in another county. They can assist by phone, email or be present during the process to generate IEP goals and discuss health issues. The nurses work under a signed doctors order and we can share this information
- The contacted company is required to send another certified nurse to care for the student when the primary nurse is absent. Will your agency provide this service? Yes, QHCS will send a replacement nurse if the need arises. The nurse that is available could be an RN or LPN.
- There are two students presently that will require a nurse to ride the bus to ensure safety. Some companies allow this and others do not. UCPS will need the contracted company to allow their employees to ride buses when required. (Possible field trip from time to time as well.) Will your agency allow for this request? Yes we will allow the nurse to ride the bus. This would be the start time for the Nurses hours being billed to UCPS.

- The contracted company will provide background checks, at their expense, on all nurses before the nurse is allowed to work with a UCPS student. (This includes substitute nurses.) Does your agency currently provide this service? Will your agency allow UCPS access to the background checks if requested? QHCS currently does a background check on all employees per our state laws. Attached is what we receive back from the check. It states on bottom that we can not release. QHCS can supply you with a statement that it has been done and no findings on the name check.
- Nurses cannot be relatives of the student. Will your agency research and work with UCPS to assure this requirement? Yes we will because it is our policy as well.
- The school system must be clear on the provider billing Medicaid for nursing services. This should lower what the provider is charging the system per hours. Does your agency provide this service? Yes, QHCS provides Medicaid PDN and CAP-C nursing services. QHCS will only bill UCPS for school hours worked.

Part 2 FEES

- Services are contracted on an hourly basis per nurse, 180 days of school. (First day of school – last day of school) Specific dates are negotiated with the winning Supplier. Do you agree? YES the days would be agreed upon with the school system. If the nurse does not go to school because child is sick the school system will not be billed.
- Fees charged should be based on an hourly charge for services. Nurses will be required to turn in a time sheet to the school bookkeeper. The bookkeeper will have the principal to verify the hours the nurse worked. A copy of the time sheet will be sent to the Exceptional Children Representative QHCS has times sheets and paper work that the nurse has to fill out as well.
- What is your specific Fee Schedule?

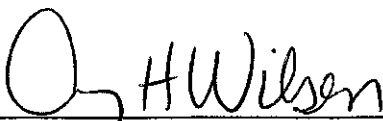
SERVICE PROVIDER	PER HOUR
RN	\$32.00
LPN	\$28.50
CNA I	\$14.16
CAN II	\$14.16
OTHER(SPECIFY)	IF UCPS would prefer one rate for hourly nursing for budget planning, QHCS will do \$29.00 flat rate for hourly nursing whether RN or LPN. This would be beneficial for billing as well as when a replacement nurse has to be sent. Currently we have RNs and LPNs working with students in your schools. I would like to keep continuity with student and teacher relationships.

- Once the system receives a bill and it is verified, a check will be sent to the company for services rendered. Invoices are due to me by the 3rd of each month and paid on a Net 30 basis.
Do you agree? Yes I understand the process of invoicing and payment.

- It is the responsibility of the contracting nursing services to bill Union County Public Schools.
Do you agree? Yes QHCS will bill monthly to UCPS.

- Parents are responsible for providing all medical supplies.
Do you agree? Yes I agree that the parents are responsible for medical supplies.

Quality Health Care Service, Inc
Company Name (Please Print)



Signature of Authorized Representative

10/13/2010

Date

(Signature Required)

ATTACHMENT B

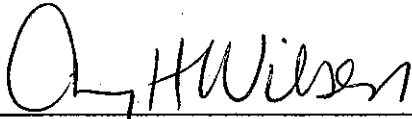
INSURANCE

- **UCPS REQUIRES PROFESSIONAL LIABILITY INSURANCE. IF CHOSEN YOUR AGENCY WILL BE REQUIRED TO PROVIDE A CERTIFICATE INSURANCE. (Please refer to item 16 of Terms and Conditions for additional requirements.)**

QHCS has attached a copy of professional, automobile and workers compensation certification.

Quality Health Care Services, Inc

Company Name (Please Print)



Signature of Authorized Representative

10/13/2010

Date

(Signature Required)

INSTRUCTIONS TO BIDDERS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions.
Union County Public Schools objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**
By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
 - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
 - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - **STATEWIDE TERM CONTRACT:** A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.
 - **AGENCY SPECIFIC TERM CONTRACT:** A Term Contract for a specific agency.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 90 days from the date of bid opening. Preference may be given to bids allowing not less than 90 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.
We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.
Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** Union County Public Schools reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

13. **REFERENCES:** Union County Public Schools reserves the right to require a list of users of the exact item offered. Union County Public Schools may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
14. **TAXES:**
- **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
 - **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
15. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to Union County Public Schools as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by Union County Public Schools to be pertinent or peculiar to the purchase in question. Unless otherwise specified by Union County Public Schools or the bidder, Union County Public Schools reserves the right to accept any item or group of items on a multi-item bid.
- In addition, on TERM CONTRACTS, Union County Public Schools reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by Union County Public Schools to be pertinent or peculiar to the purchase in question.
16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, Union County Public Schools invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
17. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the Union County Public Schools will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become Union County Public Schools property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
19. **PROTEST PROCEDURES:** When a bidder wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When a bidder wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Bid status and Award notices are posted on the Internet at <http://www.state.nc.us/pandc/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.doa.state.nc.us/PandC/protests.pdf> for more information.)
20. **MISCELLANEOUS:** 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.
21. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Union County Public Schools may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. Union County Public Schools reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to Union County Public Schools

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Union County Public Schools reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** Union County Public Schools reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for Union County Public Schools determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. **Purchase Order Number is required to be on any submitted invoice.** The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

12. **PATENT:** The contractor shall hold and save Union County Public Schools, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
14. **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.
15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, Union County Public Schools may:
- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - 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 State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
16. **INSURANCE:**
- COVERAGE** - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$1,000,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
 - Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
 - Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage; \$1,000,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.
- REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
17. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
18. **ELECTRONIC PROCUREMENT (APPLIES TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The contractor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the contractor for the services rendered by the Supplier Manager under this contract. Contractor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the contract.

Contractor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives

written notice from the Contractor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Contractor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Contractor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Contractor. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the contractor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate contractor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

Contractor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a contractor is a corporation, partnership or other legal entity, then the contractor may authorize its employees to use its password. Contractor shall be responsible for all activity and all charges by such employees. Contractor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the contractor's account, contractor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Contractor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

20. **ELECTRONIC PROCUREMENT (APPLIES ONLY TO STATEWIDE TERM CONTRACTS):** Within ten (10) calendar days of notice, the contractor shall provide supplier information, contract pricing and other product-related information requested by the State or the Supplier Manager. This information shall include such information as contractor name, SKU, brand/manufacture, product name and a brief description, unit of measure, price, and other similar information properly requested by the State or the Supplier Manager to facilitate purchasing from the contract. This information shall be posted by the contractor in the format provided by the Supplier Manager, or as otherwise provided in a template or format required by the State. No costs or expenses associated with providing this information shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to use, reproduce, transmit, distribute and publicly display this information. In addition, for the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to reproduce and display contractor's trademarks, service marks, logos, trade dress or other branding designation that identifies the goods available under the contract. The Supplier Manager shall create and maintain, with contractor's timely assistance, web-based placement of contract information, where appropriate, that includes the contract items distributed by the contractor within the appropriate contract categories. The State shall provide any price adjustment/product modification information that it has approved during the course of the contract, to the Supplier Manager immediately upon such change.

If the contractor is not the manufacturer, then it shall be the contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this contract, including any appropriate intellectual property rights of the manufacturer. If the contractor is the manufacturer, then the manufacturer shall only authorize dealers, outlets, distributors, value added resellers, etc. (together, "Authorized Resellers") within their network that can comply with the provisions of this contract.

CONTRACTOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ITS AUTHORIZED RESELLERS IN THE EVENT THAT THE AUTHORIZED RESELLER(S) DEFAULTS.

21. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 90 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.
22. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.

23. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the contractor to other customers.
- a. **Notification:** Must be given to Union County Public Schools, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. **Decreases:** Union County Public Schools shall receive full proportionate benefit immediately at any time during the contract period.
- c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with Union County Public Schools, reserving the right to accept or reject the increase, or cancel the contract. Such action by Union County Public Schools shall occur not later than 15 days after the receipt by Union County Public Schools of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
- d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
24. **Jessica Lunsford Act.** Contractors, subcontractors, consultants, sub-consultants, and vendors shall annually conduct a review of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees who will provide services under this contract. Any employee of the contractor, subcontractor, consultant, sub-consultant, or vendor found to be registered on any of the lists identified herein shall not perform any work under this contract and shall not be permitted to enter property owned by Union County Public Schools or Union County on behalf of Union County Public Schools. Failure to comply may result in legal action and termination of the contract for default.



The Council on Quality
and Leadership
*Partners in Excellence;
Leadership for the Journey*

August 30, 2010

Amy Wilson
Director
Quality Health Care Services, Inc.
11535 Carmel Commons Blvd., Suite 105
Charlotte, NY 28216

Dear Ms. Wilson:

I am pleased to inform you that Quality Health Care Services, Inc. has been awarded CQL Accreditation for a period of four years. The term of accreditation for Quality Health Care Services, Inc. extends from September 11, 2009 to September 11, 2013.

I commend you and the employees of Quality Health Care Services, Inc. for your achievement.

We will notify your Governor and state developmental disabilities agency of this achievement when your final report is sent out, but we will not release a copy of the report without consent, unless legally compelled to do so.

We hope that the review process, our ongoing partnership and the final report agreement will assist you as you continue on the journey to Community Life® for all. Our goal is to improve the quality of life of people with disabilities, and we look forward to working with you and your organization to achieve that end.

Again, we congratulate Quality Health Care Services, Inc. on its achievement and are pleased to continue to include it among the family of organizations that have pursued and attained a recognized level of quality in the provision of services to people with disabilities. We trust that you will maintain your commitment to quality and we look forward to working with you in the future to promote a common vision of community participation and quality of life for all people.

Sincerely,

James F. Gardner, Ph.D.
President and Chief Executive Officer

JFG/jb



100 West Road
Suite 406
Towson, Maryland 21204

410.583.0060
410.583.0063 fax
www.thecouncil.org

James F. Gardner, Ph.D.
President and
Chief Executive Officer

Quality Starts With ... CQL Accreditation

Did you Know?

- Data from Personal Outcome Interviews conducted during CQL Accreditation indicate ... over 80% of people realize their personal goals.

Quality starts from the person's perspective – how do people define quality in their own lives, what expectations do they have about the service provider or system, how well are those expectations – personal and/or family definitions of quality – being met, what needs to change?

CQL Accreditation measures the organization's direct impact on the lives of people receiving services. And in these times of limited funding and resources, CQL Accreditation helps you focus on the initiatives most important to the people you support.

CQL Accreditation is grounded in an organization-wide systems approach. Because we believe in the provider's role and responsibility to meet the needs of the whole person (not by programmatic slots), we do not accredit separate programs within an organization. Just as we expect providers to look at and support a whole person/family, we conduct reviews of whole organizations. We believe this approach ensures that organizational resources are consistently aligned around persons supported.

"CQL challenges us to look not only at our own practices as an agency, but they also encourage us to keep focusing outwardly. CQL conferences and our accreditation review have re-energized us to build Social Capital and make a positive difference in our community."

The Arc Northern Chesapeake Region

We work with the full range of providers, including:

- Community-based residential supports and services
- Employment and other work-related day services
- Service coordination/Case management
- Family and individual supports for people with intellectual and developmental disabilities
- Behavioral health care
- Services and supports for families, children and youth, adults and elders
- Networks and regional systems
- Comprehensive human service systems
- Local, county and state governments
- Small, non-traditional supports

State of North Carolina

Department of Health and Human Services
Division of Health Service Regulation

*Effective January 01, 2010, this license is issued to
Amy Hart Wilson, Quality Health Care Services, Inc.*

*to operate an agency known as
Quality Health Care Services, Inc.*

*located at 1008-I Roosevelt Blvd.
City of Monroe, North Carolina.*

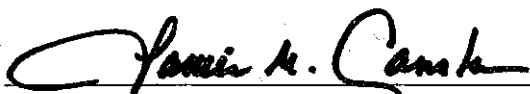
*This license is issued subject to the statutes of the
State of North Carolina, is not transferable and shall expire
midnight December 31, 2010.*

Facility ID: 030099

License Number: HC2289


Home Care Services: Nursing Care , In-home Aide , Nursing Pool Services, Companion, Sitter, Respite

Authorized by:



Secretary, N.C. Department of Health and
Human Services




Director, Division of Health Service Regulation

State of North Carolina

Department of Health and Human Services
Division of Health Service Regulation

Effective January 01, 2010, this license is issued to

Quality Health Care Services, Inc.

to operate an agency known as

Quality Health Care Services, Inc.

located at 11535 Carmel Commons Blvd., Suite 105

City of Charlotte, North Carolina.

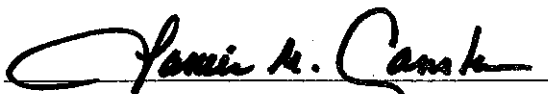
*This license is issued subject to the statutes of the
State of North Carolina, is not transferable and shall expire
midnight December 31, 2010.*

Facility ID: 960952

License Number: HC1464

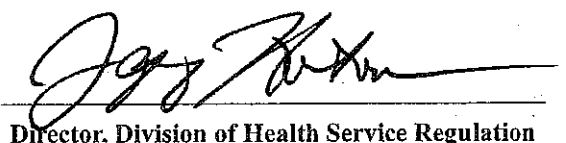
Home Care Services: Nursing Care, In-home Aide, Nursing Pool Services, Companion, Sitter, Respite

Authorized by:

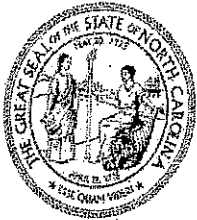


Secretary, N.C. Department of Health and
Human Services





Director, Division of Health Service Regulation



ROY COOPER
ATTORNEY GENERAL

NORTH CAROLINA
STATE BUREAU OF INVESTIGATION
DEPARTMENT OF JUSTICE

3320 GARNER ROAD
PO Box 29500
RALEIGH, NC 27626-0500
(919) 662-4500
FAX: (919) 662-4523



ROBIN P. PENDERGRAFT
DIRECTOR

July 19, 2010

AMY H. WILSON
QUALITY HEALTH CARE SERVICES INC
11535 CARMEL COMMONS BLVD STE105
CHARLOTTE, NC 28226

REFERENCE: Name-based check of

A search of the North Carolina criminal history file was conducted for your agency pursuant to the submission of the "Authority For Release Of Information" form bearing the name
.. Based on the name search, NO CRIMINAL HISTORY RECORD was located in the files of the State Bureau of Investigation.

A name-based search does not provide positive result as to whether an individual has or does not have a criminal record. A criminal record associated with this individual may be listed under another name or a different spelling of the name provided by the user. A fingerprint-based search is the only means by which the SBI can accurately match the individual to a criminal record on file.

This search included only a name-based record check of those criminal records received and maintained by the SBI for which a law enforcement agency is required by law to submit fingerprints subsequent to an arrest. There are circumstances where an individual may have been arrested and the fingerprint card may not be on file with the SBI or the FBI. This scenario may occur due to the fingerprints never being submitted by the arresting agency or the fingerprints could have been rejected due to the poor quality of the submitted fingerprint images. Consequently, there are criminal records maintained by the clerk of courts of local agencies which may not be on file with the FBI or SBI. Also, this criminal record search does not include a search of fingerprint-based records maintained by other states which have not been submitted to the FBI.

Under no circumstances shall the criminal record information obtained from the FBI or SBI be released to or reviewed by anyone other than the designated officials of your agency. Please direct any questions to (919) 662-4509, extension 6266.

Criminal Information and Identification Section





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-704-362-2992
Arthur J. Gallagher Risk Management Services, Inc.
4064 Colony Road, Ste. 450
Charlotte, NC 28211-3784

CONTACT NAME: Vallette Rudisill
PHONE (A/C No. Ext): (704) 602-3822 FAX (A/C No): (704) 362-1997
E-MAIL ADDRESS: vallette_rudisill@ajg.com
PRODUCER CUSTOMER ID#:

INSURED
Qualtiy Health Care Services, Inc.
Amy Wilson
11535 Carmel Commons Blvd, #105
Charlotte, NC 28226

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: COLUMBIA CAS CO	31127
INSURER B: WESTFIELD INS CO	24112
INSURER C: UNITED WI INS CO	29157
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 17883578

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		HMA4016028079	09/17/10	09/17/11	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					Emp. Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY		CWP5470420	09/17/10	09/17/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	HMC4016032360	09/17/10	09/17/11	EACH OCCURRENCE \$ 1,000,000
	DEDUCTIBLE					AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> RETENTION \$ 10000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	0400094864	01/01/10	01/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	Professional Liability		HMA4016028079	09/17/10	09/17/11	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						Each Claim 2,000,000
						Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Information Only
Quality Health Care Services
11535 Carmel Commons Blvd.
Charlotte, NC 28226

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

vrudisill
ACORD 25 (2009/09)
17883578

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The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/05/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 4064 Colony Road, Ste. 450 Charlotte, NC 28211-3784	CONTACT NAME: Vallette Rudisill PHONE (A/C, No. Ext.): (704) 602-3822 FAX (A/C, No.): (704) 362-1997 E-MAIL ADDRESS: vallette_rudisill@ajg.com PRODUCER CUSTOMER ID #:														
INSURED Qualtiy Health Care Services, Inc. Amy Wilson 11535 Carmel Commons Blvd, #105 Charlotte, NC 28226	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: COLUMBIA CAS CO</td><td>31127</td></tr><tr><td>INSURER B: WESTFIELD INS CO</td><td>24112</td></tr><tr><td>INSURER C: UNITED WI INS CO</td><td>29157</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: COLUMBIA CAS CO	31127	INSURER B: WESTFIELD INS CO	24112	INSURER C: UNITED WI INS CO	29157	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:** 18227706**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		HMA4016028079	09/17/10	09/17/11	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Emp. Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CWP5470420	09/17/10	09/17/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000		HMC4016032360	09/17/10	09/17/11	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		0400094864	01/01/10	01/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		HMA4016028079	09/17/10	09/17/11	Each Claim 2,000,000 Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
As expected at All Union County Public School locations.

CERTIFICATE HOLDER**CANCELLATION**

Union County Board of Education

400 N. Church Street

Monroe, NC 28112

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

vrudisill
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5:293:360



This document was brought to you by CertificatesNow and Arthur J. Gallagher Risk Management Services, Inc. in Charlotte, NC.

If you have questions regarding the content of this document, please contact the Producer/Agent listed on the certificate of insurance.

The data included in this notice and in the attached document is confidential to ConfirmNet and Arthur J. Gallagher Risk Management Services, Inc.

cc: Amy Wilson Quality Health Care Services (EMAIL)

The data included in this notice and in the attached document is confidential to Ebix BPO and the party responsible for bringing you this information.